CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

December 12, 2019
9:00 AM

Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

- ***Agenda Items:*** *Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.*

- ***Public Comments (Non-Agenda Items):*** *Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.*

Americans with Disabilities Act:

- *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. Presentation – Workman High School Transportation Project Presentations on Bus Route Designs

6. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

6.1 Consideration of the Register of Demands for November 28, 2019

RECOMMENDED ACTION: Ratify the Register of Demands.

6.2 Consideration of the Register of Demands for December 12, 2019

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

6.3 Consideration of the minutes of the September 14, 2017 regular meeting, September 28, 2017 regular meeting and November 14, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6.4 Consideration of Amendment No. 2 to the Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., for on-call maintenance services to extend the term to December 31, 2020

RECOMENDED ACTION: Approve the Amendment.

6.5 Consideration of the Sewer System Management Plan and Notice of Exemption regarding same

RECOMMENDED ACTION: Approve the 2019 Sewer System Management Plan, adopt a Notice of Exemption for the Plan and permit the Director of Public Works/City Engineer to make minor modifications to the Plan as necessary.

7. **ACTION ITEMS**

7.1 Consideration of Resolution CC 2019-58, a Resolution of the City Council of the City of Industry, California, approving the First Amendment to the Purchase Agreement between the City and Strawberry Field LLC, for a Portion of the City Owned Property Located at 804 S. Azusa Avenue

RECOMENDED ACTION: Adopt Resolution CC 2019-58 approving the First Amendment to the Purchase Agreement between the City and Strawberry Field, LLC for a portion of the property located at 804 S. Azusa Avenue.

7.2 Consideration of a Professional Services Agreement with PlaceWorks, Inc., for On-Call Environmental Planning Services, in an amount not to exceed $500,000.00 from December 12, 2019 to June 30, 2024

RECOMENDED ACTION: Approve the Agreement.

7.3 Consideration of a Professional Services Agreement with CASC Engineering, Inc., for On-Call Environmental Planning Services, in an amount not to exceed $500,000.00 from December 12, 2019 to June 30, 2024

RECOMENDED ACTION: Approve the Agreement.

7.4 Consideration of a Conflict Waiver for Casso & Sparks, LLP for Maintenance Work along Valley Boulevard

RECOMENDED ACTION: Approve the conflict waiver with Casso & Sparks, LLP.

7.5 Consideration of Publishing an Advertisement in the Los Angeles Business Journal for an amount not to exceed $19,034.00

RECOMENDED ACTION: Approve publication of an advertisement in the Los Angeles Business Journal in an amount not to exceed $19,034.00.

7.6 Consider ratifying the approval of the City's Publication in Civic Publications, Inc.'s Mobility Special Section Issue, in the amount of $12,500.00

RECOMENDED ACTION: Ratify publication of an advertisement in Civic Publications, Inc.'s Mobility Special Section Issue, in the amount of $12,500.00.

7.7 Consideration of a Deposit and Reimbursement Agreement for Specialized Studies Associated with Development Projects in the City

RECOMENDED ACTION: The City Council authorize the City Manager to enter into Deposit and Reimbursement Agreements for development projects in the City.

7.8 Introduction and Consideration of an Ordinance Adopting by Reference the Los Angeles County Building Code

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2019 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2019 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2019 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2019 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2019 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2019 EDITION; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

RECOMMENDED ACTION: 1) Waive the reading of Ordinance No. 808 and read by title only; 2) Introduce Ordinance No. 808; and 3) Set the public hearing on Ordinance No. 808 for January 9, 2020.

8. PUBLIC HEARING

8.1 Consideration of an urgency ordinance, adopting by reference the Los Angeles County Building Codes

An Urgency Ordinance of the City Council of the City of Industry, California, Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, Incorporating by Reference the California Building Code 2019 Edition; Title 28 of the Los Angeles County Plumbing Code, Incorporating by Reference the California Plumbing Code 2019 Edition; Title 27 of the Los Angeles County Electrical Code, Incorporating by Reference the California Electrical Code 2019 Edition; Title 29 of the Los Angeles County Mechanical Code, Incorporating by Reference the California Mechanical Code 2019 Edition; Title 30 of the Los Angeles County Residential Code, Incorporating by Reference the California Residential Code 2019 Edition; and Title 33 of the Los Angeles County Existing Building Code, Incorporating by Reference the California Existing Building Code 2019 Edition; and Adopting Local Amendments Thereto, and Making Findings for Same, and Declaring the Urgency Thereof

RECOMMENDED ACTION: 1) Open the public hearing and take public testimony; 2) Waive reading of Ordinance No. 807 U and read by title only; and 3) Adopt Ordinance No. 807 U.

9. **CITY MANAGER REPORTS**

10. **AB 1234 REPORTS**

11. **CITY COUNCIL COMMUNICATIONS**

12. Adjournment. The next regular City Council Meeting will be Thursday, January 9, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF NOVEMBER 28, 2019

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	3,570,567.99
103	PROP A FUND	8,400.79
120	CAPITAL IMPROVEMENT FUND	216,180.87
TOTAL ALL FUNDS		3,795,149.65

BANK RECAP:

BANK	NAME	DISBURSEMENTS
PROP/A	PROP A - CKING ACCOUNT	8,400.79
REF	REFUSE - CKING ACCOUNT	1,549,503.59
WFBK	WELLS FARGO - CKING ACCOUNT	2,237,245.27
TOTAL ALL BANKS		3,795,149.65

APPROVED PER CITY MANAGER

_____

CITY OF INDUSTRY

PROP A

November 28, 2019

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90125	11/19/2019			**WALNUT VALLEY WATER DISTRICT**	$478.26
	Invoice	Date	Description	Amount	
	3494098	11/06/2019	10/1-10/30/19 SVC-PLATFORM METROLINK BREA CYN	$20.54	
	3493208	11/04/2019	10/1-10/31/19 SVC-IRR METROLINK STA-SPANISH LN	$457.72	
90126	11/28/2019			**CITY OF INDUSTRY-REFUSE**	$78.80
	Invoice	Date	Description	Amount	
	3807693	11/01/2019	DISP SVC-METROLINK	$78.80	
90127	11/28/2019			**CNC ENGINEERING**	$4,075.00
	Invoice	Date	Description	Amount	
	459732	11/14/2019	FULLERTON GRADE SEPARATION	$3,200.00	
	459734	11/14/2019	FAIRWAY DR GRADE SEPARATION	$875.00	
90128	11/28/2019			**INDUSTRY SECURITY SERVICES**	$3,588.33
	Invoice	Date	Description	Amount	
	14-24258	11/08/2019	SECURITY SVC-METROLINK	$1,713.95	
	14-24275	11/15/2019	SECURITY SVC-METROLINK	$1,874.38	
90129	11/28/2019			**IRRI-CARE PLUMBING & BACKFLOW**	$80.00
	Invoice	Date	Description	Amount	
	10367	09/26/2019	BACKFLOW TES-METROLINK	$80.00	
90130	11/28/2019			**SO CAL INDUSTRIES**	$100.40
	Invoice	Date	Description	Amount	
	409692	11/06/2019	RR RENTAL-METROLINK	$100.40	

CITY OF INDUSTRY

PROP A

November 28, 2019

Checks	Status	Count	Transaction Amount
	Total	6	$8,400.79

CITY OF INDUSTRY

WELLS FARGO REFUSE

November 28, 2019

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT267	11/05/2019			CITY OF INDUSTRY DISPOSAL CO.	$1,549,503.59
	Invoice	Date	Description	Amount	
	3809022	11/05/2019	REFUSE SVC 10/1-10/31/19	$1,549,503.59	

Check	Status	Count	Transaction Amount
	Total	1	$1,549,503.59

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date	Payee Name	Check Amount
72438	11/13/2019	L A COUNTY REGISTRAR-	$75.00

Invoice	Date	Description	Amount
DP 19-9-A	11/12/2019	FEE-NOTICE OF EXEMPTION FOR DP 19-9	$75.00

Check	Date	Payee Name	Check Amount
72439	11/13/2019	L A COUNTY REGISTRAR-	$75.00

Invoice	Date	Description	Amount
CUP 19-06	11/12/2019	FEE-NOTICE OF EXEMPTION FOR CUP 19-06	$75.00

Check	Date	Payee Name	Check Amount
72440	11/13/2019	L A COUNTY REGISTRAR-	$75.00

Invoice	Date	Description	Amount
CUP 19-03	11/12/2019	FEE-NOTICE OF EXEMPTION FOR CUP 19-03	$75.00

Check	Date	Payee Name	Check Amount
72441	11/13/2019	L A COUNTY TAX COLLECTOR	$832.31

Invoice	Date	Description	Amount
8940-149-066-18	11/07/2019	UNSECURED PROP TAX FY 18/19-TURNBULL CYN RD	$421.32
8940-149-067-18	11/07/2019	UNSECURED PROP TAX FY 18/19-TURNBULL CYN RD	$410.99

Check	Date	Payee Name	Check Amount
72442	11/19/2019	BANK OF AMERICA - VISA	$25.00

Invoice	Date	Description	Amount
2020-00000708	11/06/2019	ANNUAL CARD FEE	$25.00

Check	Date	Payee Name	Check Amount
72443	11/19/2019	WELLS FARGO	$5,952.24

Invoice	Date	Description	Amount
10/4/19-11/3/19	11/03/2019	CREDIT CARD EXPENSE P/E 11/3/19	$5,952.24

Check	Date	Payee Name	Check Amount
72444	11/20/2019	AT & T	$275.29

Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date		Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2020-00000687	11/01/2019	11/01-11/30/19 SVC - CITY WHITE PAGES	$9.01	
	2020-00000688	10/17/2019	10/17-11/16/19 SVC - TONNER CYN-GUARD SHACK	$266.28	
72445	11/20/2019		**FRONTIER**		$201.34
	Invoice	Date	Description	Amount	
	2020-00000689	11/02/2019	11/02-12/01/19 SVC - 1015 NOGALES ST PUMP STN	$56.35	
	2020-00000690	11/02/2019	11/02-12/01/19 SVC - IH GOLF COURSE FUEL PUMP	$144.99	
72446	11/20/2019		**ROWLAND WATER DISTRICT**		$4,194.99
	Invoice	Date	Description	Amount	
	2020-00000672	10/30/2019	09/12-10/15/19 SVC - 1123 HATCHER ST STE C	$179.15	
	2020-00000673	10/30/2019	09/12-10/15/19 SVC - 1135 HATCHER AVE	$43.70	
	2020-00000674	10/30/2019	09/12-10/15/19 SVC - 1123 HATCHER ST STE D	$68.90	
	2020-00000675	10/30/2019	09/12-10/15/19 SVC - 930 S AZUSA AVE	$492.38	
	2020-00000676	10/30/2019	09/12-10/15/19 SVC - 17401 E VALLEY BLVD	$1,068.00	
	2020-00000677	10/30/2019	09/12-10/15/19 SVC - 18044 ROWLAND ST	$194.90	
	2020-00000678	10/30/2019	09/12-10/15/19 SVC - HURLEY ST & VALLEY BLVD	$476.63	
	2020-00000679	10/30/2019	09/12-10/15/19 SVC - AZUSA AVE - RC	$91.79	
	2020-00000680	10/30/2019	09/12-10/15/19 SVC - 755 NOGALES AT - RC	$248.79	
	2020-00000681	10/30/2019	09/16-10/16/19 SVC - 1023 NOGALES ST - IRR	$40.55	
	2020-00000682	10/30/2019	09/16-10/16/19 SVC - 909 U NOGALES ST - IRR	$588.65	
	2020-00000683	10/30/2019	09/16-10/16/19 SVC - 1015 NOGALES ST - PUMP	$305.70	
	2020-00000684	10/30/2019	09/16-10/16/19 SVC - 1100 S AZUSA AVE	$165.87	
	2020-00000685	10/30/2019	09/16-10/16/19 SVC - AZUSA AVE - CENTER	$119.30	
	2020-00000686	10/30/2019	09/16-10/16/19 SVC - AZUSA AVE	$110.68	
72447	11/20/2019		**SAN GABRIEL VALLEY WATER CO.**		$10,188.09

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
2020-00000660	10/29/2019	09/26-10/28/19 SVC - S/E COR OF PELLISSIER	$1,978.74
2020-00000661	10/29/2019	09/26-10/28/19 SVC - PECK/UNION PACIFIC BRIDGE	$759.10
2020-00000662	10/29/2019	09/26-10/28/19 SVC - PELLISSIER	$483.85
2020-00000663	10/29/2019	09/26-10/28/19 SVC - PELLISSIER	$449.22
2020-00000664	10/29/2019	09/26-10/28/19 SVC - PELLISSIER	$448.09
2020-00000665	10/29/2019	09/26-10/28/19 SVC - STA 111-50 CROSSROADS PKY	$634.81
2020-00000666	10/29/2019	09/26-10/28/19 SVC - STA 129-00 CROSSROADS PKY	$1,262.51
2020-00000667	10/29/2019	09/26-10/28/19 SVC - CROSSROADS PKY NORTH	$1,490.09
2020-00000668	10/29/2019	09/26-10/28/19 SVC - CROSSROADS PKY SOUTH	$1,061.03
2020-00000669	10/29/2019	09/26-10/28/19 SVC - STA 103-80 CROSSROADS PKY	$261.37
2020-00000670	10/29/2019	09/26-10/28/19 SVC - CROSSROADS PKY SOUTH	$1,148.43
2020-00000671	10/29/2019	09/26-10/28/19 SVC - IRRIG SALT LATE/SEVENTH	$210.85

72448	11/20/2019	**SO CALIFORNIA EDISON COMPANY**	$6,295.72

Invoice	Date	Description	Amount
2020-00000691	11/02/2019	10/01-11/01/19 SVC - GALE AVE / L STREET	$38.10
2020-00000692	11/02/2019	10/01-11/01/19 SVC - VARIOUS SITES	$97.29
2020-00000693	11/02/2019	10/01-11/01/19 SVC - 1 VALLEY/AZUSA OL1	$17.01
2020-00000694	11/02/2019	10/01-11/01/19 SVC - NOGALES ST/SAN JOSE AVE	$462.08
2020-00000695	11/05/2019	10/02-11/01/19 SVC - 15625 STAFFORD ST	$4,247.01
2020-00000696	11/06/2019	10/04-11/05/19 SVC - 1135 HATCHER AVE	$188.48
2020-00000697	11/06/2019	10/04-11/05/19 SVC - 1123 HATCHER AVE STE A	$235.74
2020-00000698	11/07/2019	09/05-11/05/19 SVC - VARIOUS PED SITES	$42.17
2020-00000699	11/07/2019	10/05-11/05/19 SVC - 133 N AZUSA AVE	$153.03
2020-00000700	11/09/2019	10/09-11/08/19 SVC - 575 BALDWIN PARK BLVD U	$64.20
2020-00000701	11/09/2019	09/06-11/06/19 SVC - VALLEY BLVD U-VARIOUS SITES	$750.61

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72449	11/20/2019			**SOCALGAS**	$312.32
	Invoice	Date	Description	Amount	
	2020-00000702	10/30/2019	09/27-10/28/19 SVC - 710 NOGALES ST	$16.34	
	2020-00000703	10/30/2019	09/27-10/28/19 SVC - 1015 NOGALES ST STE 101	$15.98	
	2020-00000704	11/01/2019	10/01-10/30/19 SVC - 1 INDUSTRY HILLS PKWY	$15.35	
	2020-00000705	11/05/2019	10/03-11/01/19 SVC - 15633 RAUSCH RD	$130.14	
	2020-00000706	11/05/2019	10/03-11/01/19 SVC - 15651 STAFFORD ST	$105.91	
	2020-00000707	11/05/2019	10/03-11/01/19 SVC - 15625 STAFFORD ST APT A	$14.30	
	2020-00000709	11/05/2019	10/03-11/01/19 SVC - 15625 STAFFORD ST APT B	$14.30	
72450	11/20/2019			**SUBURBAN WATER SYSTEMS**	$374.90
	Invoice	Date	Description	Amount	
	180031523804	11/05/2019	10/03-11/04/19 SVC - NE CNR VALLEY/STIMS	$374.90	
72451	11/20/2019			**WALNUT VALLEY WATER DISTRICT**	$1,791.84
	Invoice	Date	Description	Amount	
	3493323	11/04/2019	10/01-10/31/19 SVC - BREA CYN RD & OLD RANCH RD	$44.68	
	3493402	11/04/2019	10/01-10/31/19 SVC - BREA CYN N OF CURRIER	$63.78	
	3493401	11/04/2019	10/01-10/31/19 SVC - BREA CYN N OF RR TRKS	$313.82	
	3493385	11/04/2019	10/01-10/31/19 SVC - 21350 VALLEY-MEDIAN	$266.52	
	3493339	11/04/2019	10/01-10/31/19 SVC - FERRERO & GRAND EAST RAMP	$747.34	
	3493289	11/04/2019	10/01-10/31/19 SVC - LEMON AVE N OF CURRIER RD	$84.16	
	3493237	11/04/2019	10/01-10/31/19 SVC - IRR 820 FAIRWAY DR	$87.46	
	3493404	11/04/2019	10/01-10/31/19 SVC - 60 FWY INTERCHANGE FAIRWAY	$69.42	
	3494099	11/06/2019	10/01-10/30/19 SVC - PUMP STN BREA CYN	$20.54	
	3494324	11/06/2019	10/01-10/30/19 SVC - NOGALES PUMP STN	$61.14	
	3494079	11/06/2019	10/01-10/30/19 SVC - PUMP STN N/W CHERYL	$32.98	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72452	11/28/2019			**AGUILAR, DENNIS, EDMOND**	$225.00
	Invoice	Date	Description	Amount	
	PPDAHM19	11/12/2019	MUSIC PERFORMANCE ON 12/14/19-HOMESTEAD	$225.00	
72453	11/28/2019			**ALL-PRO ENTERPRISES, INC.**	$1,600.00
	Invoice	Date	Description	Amount	
	10311901	10/31/2019	WINDOW CLEANING-IBC	$1,600.00	
72454	11/28/2019			**AM-TEC TOTAL SECURITY, INC.**	$2,055.37
	Invoice	Date	Description	Amount	
	599849	03/15/2019	INSTALL INDOOR CAMERAS-205 HUDSON	$2,055.37	
72455	11/28/2019			**B AND T CATTLE**	$14,580.00
	Invoice	Date	Description	Amount	
	107	11/03/2019	MAINT SVC-NOV 2019	$14,580.00	
72456	11/28/2019			**COMFORT SYSTEMS, INC.**	$440.00
	Invoice	Date	Description	Amount	
	92006117	08/14/2019	A/C REPAIR-EL ENCANTO	$440.00	
72457	11/28/2019			**BCM CUSTOMER SERVICE, INC.**	$7,449.69
	Invoice	Date	Description	Amount	
	297564	10/31/2019	A/C REPAIR-EL ENCANTO	$636.90	
	297582	09/01/2019	SEPTEMBER A/C MAINT-EL ENCANTO	$1,973.83	
	297431	10/17/2019	A/C REPAIR-EL ENCANTO	$891.30	
	297583	10/01/2019	OCTOBER A/C MAINT-EL ENCANTO	$1,973.83	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	297584	11/01/2019	NOVEMBER A/C MAINT-EL ENCANTO	$1,973.83	
72458	11/28/2019			**BIGGS CARDOSA ASSOCIATES, INC.**	$8,522.92
	Invoice	Date	Description	Amount	
	77258	10/05/2019	AZUSA AVE BRIDGE REPAINTING	$8,522.92	
72459	11/28/2019			**BRYAN PRESS**	$1,146.47
	Invoice	Date	Description	Amount	
	0082327	10/29/2019	NOTE CARDS AND ENVELOPES	$1,146.47	
72460	11/28/2019			**CHEM PRO LABORATORY, INC**	$283.00
	Invoice	Date	Description	Amount	
	654224	10/23/2019	WATER TREATMENT-OCT 2019	$283.00	
72461	11/28/2019			**CINTAS CORPORATION LOC 693**	$381.56
	Invoice	Date	Description	Amount	
	4034027826	11/04/2019	DOOR MATS	$270.36	
	4034591959	11/11/2019	DOOR MATS	$55.60	
	4034064548	11/04/2019	DOOR MATS	$55.60	
72462	11/28/2019			**CITY OF INDUSTRY DISPOSAL CO.**	$2,239.52
	Invoice	Date	Description	Amount	
	3802439	10/31/2019	DISP SVC-3226 GILMAN RD	$84.51	
	3802440	10/31/2019	DISP SVC-16000 TEMPLE AVE	$140.85	
	3802441	10/31/2019	DISP SVC-14362 PROCTOR AVE	$84.51	
	3802442	10/31/2019	DISP SVC-15710 NELSON AVE	$28.17	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3802443	10/31/2019	DISP SVC-15702 NELSON AVE	$28.17
3802444	10/31/2019	DISP SVC-507 TURNBULL CYN RD	$56.34
3802445	10/31/2019	DISP SVC-15730 NELSON AVE	$28.17
3802446	10/31/2019	DISP SVC-15644 NELSON AVE	$28.17
3802447	10/31/2019	DISP SVC-15626 NELSON AVE	$28.17
3802448	10/31/2019	DISP SVC-629 GIANO AVE	$56.34
3802449	10/31/2019	DISP SVC-754 S 5TH AVE	$56.34
3802450	10/31/2019	DISP SVC-210 S 9TH AVE	$56.34
3802451	10/31/2019	DISP SVC-16020 HILL ST	$28.17
3802452	10/31/2019	DISP SVC-15736 NELSON AVE	$28.17
3802453	10/31/2019	DISP SVC-15634 NELSON AVE	$28.17
3802454	10/31/2019	DISP SVC-25 TURNBULL CYN RD	$42.26
3802455	10/31/2019	DISP SVC-643 GIANO AVE	$56.34
3802456	10/31/2019	DISP SVC-15151 PROCTOR AVE	$84.51
3802457	10/31/2019	DISP SVC-15157 WALBROOK DR	$28.17
3802458	10/31/2019	DISP SVC-16000 HILL ST	$28.17
3802459	10/31/2019	DISP SVC-16010 HILL ST	$56.34
3802460	10/31/2019	DISP SVC-16014 HILL ST	$28.17
3802461	10/31/2019	DISP SVC-16229 HANDORF RD	$28.17
3802462	10/31/2019	DISP SVC-16242 HANDORF RD	$56.34
3802463	10/31/2019	DISP SVC-16220 HANDORF RD	$84.51
3802464	10/31/2019	DISP SVC-16218 HANDORF RD	$28.17
3802465	10/31/2019	DISP SVC-16217 HANDORF RD	$56.34
3802466	10/31/2019	DISP SVC-16227 HANDORF RD	$28.17
3802467	10/31/2019	DISP SVC-16238 HANDORF RD	$28.17
3802468	10/31/2019	DISP SVC-16224 HANDORF RD	$28.17

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	3802469	10/31/2019	DISP SVC-15714 NELSON AVE	$28.17	
	3802470	10/31/2019	DISP SVC-15652 NELSON AVE	$28.17	
	3802471	10/31/2019	DISP SVC-134 TURNBULL CYN RD	$28.17	
	3802472	10/31/2019	DISP SVC-14063 PROCTOR AVE	$84.51	
	3802473	10/31/2019	DISP SVC-20137 E WALNUT DR	$28.17	
	3802474	10/31/2019	DISP SVC-15722 NELSON AVE	$28.17	
	3802475	10/31/2019	DISP SVC-17229 CHESTNUT ST	$84.51	
	3802476	10/31/2019	DISP SVC-130 TURNBULL CYN RD	$28.17	
	3802477	10/31/2019	DISP SVC-132 TURNBULL CYN RD	$28.17	
	3802478	10/31/2019	DISP SVC-138 TURNBULL CYN RD	$28.17	
	3802479	10/31/2019	DISP SVC-15236 VALLEY BLVD	$169.02	
	3802480	10/31/2019	DISP SVC-16200 TEMPLE AVE	$84.51	
	3802481	10/31/2019	DISP SVC-14310 PROCTOR AVE	$84.51	
	3802482	10/31/2019	DISP SVC-16212 TEMPLE AVE	$84.51	
72463	11/28/2019			**CITY OF INDUSTRY DISPOSAL CO.**	$40,487.90
	Invoice	Date	Description	Amount	
	92019	09/03/2019	NEW RECEPTACLES FOR CITY BUS STOPS	$40,487.90	
72464	11/28/2019			**CITY OF INDUSTRY-PAYROLL ACCT**	$125,000.00
	Invoice	Date	Description	Amount	
	PR P/E 11/15/19	11/20/2019	REPLENISH PAYROLL FOR PE 11/15/19	$125,000.00	
72465	11/28/2019			**CITY OF INDUSTRY-REFUSE**	$10,591.79
	Invoice	Date	Description	Amount	
	3808107	11/01/2019	DISP SVC-CITY BUS STOPS	$4,796.49	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3807635	11/01/2019	DISP SVC-CITY HALL	$343.56
	3807636	11/01/2019	DISP SVC-TONNER C YN (MAINT YD)	$949.84
	3807637	11/01/2019	DISP SVC-TONNER CYN (CAMP COURAGE)	$472.52
	3807107	10/31/2019	DISP SVC-1123 HATCHER AVE	$3,818.02
	3807848	11/01/2019	DISP SVC-205 HUDSON AVE	$211.36
72466	11/28/2019		**CNC ENGINEERING**	$221,053.75
	Invoice	Date	Description	Amount
	459683	11/14/2019	EMERGENCY STANDBY POWER GENERATOR	$982.50
	459684	11/14/2019	RESURFACING DESIGN-EXPO CENTER	$32,705.00
	459685	11/14/2019	EXPO BARN FACILITY LIGHTING	$340.00
	459686	11/14/2019	EXPO AVALON ROOM DESIGN	$877.50
	459687	11/14/2019	METROLINK STATION SECURITY SYSTEM	$900.00
	459688	11/14/2019	SITE PLAN FOR SHERIFF TRAILER	$12,225.00
	459690	11/14/2019	CATCH BASIN RETROFITS	$490.00
	459691	11/14/2019	SEWER DESIGN FOR EXPO CENTER	$7,090.00
	459692	11/14/2019	ANNUAL PAVEMENT REHABILITATION	$606.25
	459693	11/14/2019	ANNUAL SLURRY SEAL	$1,020.00
	459694	11/14/2019	RESURFACING OF DON JULIAN RD	$24,885.00
	459695	11/14/2019	ANNUAL BUS STOP ADA IMPROVEMENTS	$4,330.00
	459696	11/14/2019	GENERAL ENGINEERING 10/28-11/10/19	$450.00
	459697	11/14/2019	GENERAL ENGINEERING-PLAN APPROVAL	$15,522.50
	459698	11/14/2019	GENERAL ENGINEERING-TRAFFIC	$2,405.00
	459699	11/14/2019	GENERAL ENGINEERING-COUNTER SERVICE	$3,547.50
	459700	11/14/2019	GENERAL ENGINEERING-PERMITS	$23,603.75
	459701	11/14/2019	WALNUT DR SOUTH WIDENING	$22,651.25

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date		Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo					
	459702	11/14/2019	ARENTH AVE RECONSTRUCTION	$2,707.50	
	459703	11/14/2019	GENERAL ENGINEERING 10/28-11/10/19	$53,350.00	
	459704	11/14/2019	NPDES STORM WATER	$1,102.50	
	459705	11/14/2019	NPDES STORM WATER	$425.00	
	459706	11/14/2019	TONNER CYN PROPERTY	$2,185.00	
	459707	11/14/2019	EXPO CENTER STANDARDS OF FACILITY MAINT	$5,632.50	
	459715	11/14/2019	PAINT EVALUATION OF WROUGHT IRON FENCE-	$510.00	
	459716	11/14/2019	INDUSTRY HILLS TANKS DISPENSING	$510.00	
72467	11/28/2019		**CNC ENGINEERING**		$76,662.97
	Invoice	Date	Description	Amount	
	459689	11/14/2019	EL ENCANTO IMPROVEMENTS	$1,056.25	
	459709	11/14/2019	CHINO RANCH DAM RENOVATION	$595.00	
	459710	11/14/2019	VARIOUS CITY PAID EXPENSES FOR TRES	$3,410.00	
	459711	11/14/2019	CITY HALL MAINT	$10,859.22	
	459712	11/14/2019	HOMESTEAD MUSEUM IMPROVEMENTS	$530.00	
	459713	11/14/2019	SAFETY UPGRADES AT VARIOUS RAILROAD	$97.50	
	459714	11/14/2019	TRAFFIC SIGNAL-NELSON/SUNSET	$510.00	
	459717	11/14/2019	605 FWY/VALLEY BLVD INTERCHANGE	$1,852.50	
	459718	11/14/2019	AZUSA AVE BRIDGE REPAINTING	$780.00	
	459719	11/14/2019	FISCAL YEAR BUDGET	$6,470.00	
	459720	11/14/2019	ROWLAND ST RECONSTRUCTION	$2,257.50	
	459721	11/14/2019	BUSINESS PKY PCC PAVEMENT	$780.00	
	459722	11/14/2019	FOLLOW'S CAMP PROPERTY	$3,060.00	
	459723	11/14/2019	VARIOUS ASSIGNMENTS RELATED TO SA	$340.00	
	459724	11/14/2019	ARENTH AVE RECONSTRUCTION	$900.00	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	459725	11/14/2019	ARENTH AVE STREET LIGHT PROJECT	$205.00	
	459726	11/14/2019	ARENTH GUARD RAIL INSTALLATION	$13,695.00	
	459727	11/14/2019	VALLEY BLVD RECONSTRUCTION	$245.00	
	459728	11/14/2019	CARTEGRAPH MGMT	$14,062.50	
	459729	11/14/2019	HOMESTEAD MUSEUM UPGRADES	$1,920.00	
	459730	11/14/2019	57/60 FWY CONFLUENCE PROJ	$1,560.00	
	459731	11/14/2019	GRAND AVE BRIDGE WIDENING	$6,185.00	
	459733	11/14/2019	PUENTE AVE GRADE SEPARATION	$195.00	
	459742	11/14/2019	TURNBULL CYN PROPERTIES	$97.50	
	122019	11/14/2019	MEALS/WHEELS RENT-DEC 2019	$5,000.00	
72468	11/28/2019			**CODE 3 CREATIONS**	$684.38
	Invoice	Date	Description	Amount	
	1829	11/12/2019	NAME PLATES FOR COUNCIL	$684.38	
72469	11/28/2019			**CORELOGIC INFORMATION**	$192.50
	Invoice	Date	Description	Amount	
	81989189	10/31/2019	GEOGRAPHIC PKG-OCT 2019	$192.50	
72470	11/28/2019			**COUNTY OF LA DEPT OF PUBLIC**	$49,933.66
	Invoice	Date	Description	Amount	
	PW-19100701558	10/07/2019	REPAINT PAVEMENT MARKINGS	$327.63	
	PW-19100701581	10/07/2019	PLAN REVIEW FOR BRIDGE STRUCTURE	$1,522.06	
	PW-19100701569	10/07/2019	RETROFIT OF (46) CATCH BASINS	$1,842.50	
	PW-19100701545	10/07/2019	PUMP HOUSE MAINT	$905.41	
	PW-19100701542	10/07/2019	STREET MAINT/INSPECTION	$4,523.00	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	PW-19100701539	10/07/2019	LITTER/DEBRIS REMOVAL	$4,096.44	
	PW-19100701540	10/07/2019	CONCRETE REPAIRS	$28.37	
	PW-19100701541	10/07/2019	PAVEMENT PATCHING	$5,512.22	
	PW-19100701499	10/07/2019	STORM DRAIN PERMIT-WALNUT DR WIDENING	$472.62	
	PW-19100701597	10/07/2019	FLOOD CONTROL PLAN REVIEW	$136.90	
	PW-19100701543	10/07/2019	EMERGENCY ROAD SERVICE	$1,623.53	
	PW-19100701534	10/07/2019	EMERGENCY ROAD/LANE CLOSURE	$206.15	
	PW-19100701749	10/07/2019	TRAFFIC SIGNAL MAINT	$17,652.35	
	PW-19100701751	10/07/2019	TRAFFIC SIGNAL MAINT	$880.72	
	PW-19100701750	10/07/2019	TRAFFIC SIGNAL MAINT	$4,816.44	
	PW-19100701523	10/07/2019	SEWER SYSTEM MGMT PLAN	$5,387.32	
72471	11/28/2019			**CREATIVE IMAGE PRODUCTS**	$369.98
	Invoice	Date	Description	Amount	
	1625	11/05/2019	MEN'S POLO SHIRTS	$369.98	
72472	11/28/2019			**DAPEER, ROSENBLIT, AND LITVAK,**	$12,459.91
	Invoice	Date	Description	Amount	
	16548	10/31/2019	SPECIALIZED LEGAL SVC-OCT 2019	$1,100.00	
	16549	10/31/2019	SPECIALIZED LEGAL SVC-OCT 2019	$4,811.51	
	16547	10/31/2019	GENERAL CODE ENFORCEMENT-OCT 2019	$6,548.40	
72473	11/28/2019			**EGOSCUE LAW GROUP, INC.**	$2,887.50
	Invoice	Date	Description	Amount	
	12525	11/04/2019	LEGAL SVC-FOLLOW'S CAMP	$2,887.50	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72474	11/28/2019			**ELEVATE PUBLIC AFFAIRS, LLC**	$16,800.00
	Invoice	Date	Description	Amount	
	1762	11/18/2019	MEDIA CONSULTING-OCT 2019	$15,000.00	
	1742	11/01/2019	EXPENSE REIMBURSEMENT	$1,800.00	
72475	11/28/2019			**ENVIRONS, INC.**	$600.00
	Invoice	Date	Description	Amount	
	3334	11/06/2019	SHERIFF TRAILER IMPROVEMENT	$600.00	
72476	11/28/2019			**FEDERAL EXPRESS CORP.**	$141.45
	Invoice	Date	Description	Amount	
	6-833-48966	11/08/2019	MESSENGER SVC	$141.45	
72477	11/28/2019			**FIRST AMERICAN DATA TREE, LLC**	$150.00
	Invoice	Date	Description	Amount	
	20088321019	10/31/2019	PROPERTY DATA INFORMATION	$150.00	
72478	11/28/2019			**FRAZER, LLP**	$53,785.00
	Invoice	Date	Description	Amount	
	163583	10/31/2019	SA-PROF SVC FOR OCT 2019	$11,125.00	
	163602	10/31/2019	COI-PROF SVC FOR OCT 2019	$42,660.00	
72479	11/28/2019			**FUEL PROS, INC.**	$615.00
	Invoice	Date	Description	Amount	
	45894	10/25/2019	INDUSTRY HILLS FUEL STN MAINT	$465.00	
	46119	10/31/2019	INDUSTRY HILLS FUEL STN MAINT	$150.00	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72480	11/28/2019			**GMS ELEVATOR SERVICES, INC**	$138.00
	Invoice	Date	Description	Amount	
	98844	11/01/2019	ELEVATOR MAINT-CITY HALL	$138.00	
72481	11/28/2019			**HADDICK'S AUTO BODY**	$3,911.49
	Invoice	Date	Description	Amount	
	048109	10/22/2019	AUTO MAINT-LIC 1210025	$1,010.95	
	048110	10/22/2019	AUTO MAINT-LIC 1370863	$87.21	
	048111	10/22/2019	AUTO MAINT-LIC 1356177	$399.42	
	048113	10/22/2019	AUTO MAINT-LIC 1279616	$772.96	
	048114	10/22/2019	AUTO MAINT-LIC 1210025	$1,148.58	
	048115	10/22/2019	AUTO MAINT-LIC 1557319	$14.02	
	048116	10/22/2019	AUTO MAINT-LIC 1210025	$358.35	
	212378	11/07/2019	CONTAINER STORAGE	$40.00	
	212382	11/07/2019	CONTAINER STORAGE	$40.00	
	212376	11/07/2019	CONTAINER STORAGE	$40.00	
72482	11/28/2019			**HDL COREN & CONE**	$1,130.41
	Invoice	Date	Description	Amount	
	0027163-IN	10/24/2019	AUDIT SVC-PROPERTY TAX FY 18/19	$1,130.41	
72483	11/28/2019			**HERO INDUSTRIES**	$1,200.00
	Invoice	Date	Description	Amount	
	8266	11/07/2019	CUSTOM COINS (200) WITH CITY LOGO	$1,200.00	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72484	11/28/2019			**IMPERIAL SPRINKLER SUPPLY, INC.**	$300.00
	Invoice	Date	Description	Amount	
	3893347-00	09/30/2019	IRRIGATION DIAGNOSTIC SVC-SLOPES AT IBC	$300.00	
72485	11/28/2019			**INDUSTRY BUSINESS COUNCIL**	$72,685.30
	Invoice	Date	Description	Amount	
	OCTOBER 2019	11/15/2019	EXPENSE REIMBURSEMENT-OCT 2019	$72,685.30	
72486	11/28/2019			**INDUSTRY SECURITY SERVICES**	$17,234.35
	Invoice	Date	Description	Amount	
	14-24269	11/15/2019	SECURITY SVC-VARIOUS SITES	$8,874.92	
	14-24252	11/08/2019	SECURITY SVC-VARIOUS SITES	$8,359.43	
72487	11/28/2019			**INDUSTRY SECURITY SERVICES**	$24,294.75
	Invoice	Date	Description	Amount	
	14-24264	11/15/2019	SECURITY SVC 11/8-11/14/19	$12,468.26	
	14-24247	11/08/2019	SECURITY SVC 11/1-11/7/19	$11,826.49	
72488	11/28/2019			**INTERIOR IMAGES, INC.**	$6,915.45
	Invoice	Date	Description	Amount	
	3012	11/06/2019	INTERIOR DESIGN-EL ENCANTO FACILITY	$6,915.45	
72489	11/28/2019			**IRRI-CARE PLUMBING & BACKFLOW**	$2,252.64
	Invoice	Date	Description	Amount	
	10370	09/26/2019	BACKFLOW TEST-PACIFIC PALMS	$480.00	
	10427	10/16/2019	BACKFLOW REPAIR-INDUSTRY HILLS GOLF COURSE	$1,652.64	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	10368	09/26/2019	BACKFLOW TEST-COI	$120.00	
72490	11/28/2019			**JMDiaz, Inc.**	$10,302.32
	Invoice	Date	Description	Amount	
	035(19-195)	10/31/2019	STAFF AUGMENTATION-OCT 2019	$10,302.32	
72491	11/28/2019			**JOBS AVAILABLE**	$663.00
	Invoice	Date	Description	Amount	
	1923009	10/29/2019	ADS FOR HR AND ACCOUNTING	$663.00	
72492	11/28/2019			**JUAN JOSE ALMAGUER**	$1,475.00
	Invoice	Date	Description	Amount	
	PPMMDA2019	11/11/2019	MUSIC PERFORMANCE ON 12/14/19-HOMESTEAD	$1,475.00	
72493	11/28/2019			**KALICO OFFICE FURNITURE, LLC**	$25,261.11
	Invoice	Date	Description	Amount	
	7201	10/17/2019	OFFICE FURNITURE FOR ENGINEERING OFFICE	$8,361.97	
	7199	10/17/2019	OFFICE FURNITURE FOR ENGINEERING OFFICE	$8,262.87	
	7200	10/17/2019	OFFICE FURNITURE FOR ENGINEERING OFFICE	$8,636.27	
72494	11/28/2019			**KEENAN AND ASSOCIATES**	$8,865.00
	Invoice	Date	Description	Amount	
	234144	09/06/2019	ADD'L PROPERTY COVERAGE-EL ENCANTO FY 19/20	$8,865.00	
72495	11/28/2019			**KIMLEY-HORN & ASSOCIATES, INC.**	$6,716.97
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	14977285	09/30/2019	TRAFFIC ENGINEERING	$6,716.97	
72496	11/28/2019			**L A COUNTY DEPT OF PUBLIC**	$41,148.01
	Invoice	Date	Description	Amount	
	IN200000308	10/15/2019	ACCIDENT-NELSON AVE & ORANGE AVE	$343.08	
	IN200000208	10/03/2019	ACCIDENT-HACIENDA BLVD @ VALLEY BLVD	$806.30	
	IN200000206	10/03/2019	ACCIDENT-GALE AVE @ STONER CREEK RD	$11,524.54	
	IN200000204	10/03/2019	ACCIDENT-GALE AVE @ TURNBULL CYN RD	$34.35	
	IN200000333	10/24/2019	ACCIDENT-GALE AVE @ STONER CREEK RD	$24,992.76	
	IN200000324	10/24/2019	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	$1,134.35	
	IN200000323	10/24/2019	ACCIDENT-GALE AVE @ STIMSON AVE	$399.50	
	IN200000322	10/24/2019	ACCIDENT-AZUSA WAY @ VALLEY BLVD	$312.39	
	IN200000314	10/15/2019	ACCIDENT-GALE AVE @ STONER CREEK RD	$1,600.74	
72497	11/28/2019			**L A COUNTY DEPT OF PUBLIC**	$54,600.46
	Invoice	Date	Description	Amount	
	IN200000302	10/24/2019	BLDG & SAFETY ONE-STOP SHOP-AUG 2019	$54,600.46	
72498	11/28/2019			**L A COUNTY DEPT OF PUBLIC**	$21,822.00
	Invoice	Date	Description	Amount	
	SA200000072	09/26/2019	FINAL ACCTG FOR FY 18/19 AND EST FOR FY 19/20.	$21,822.00	
72499	11/28/2019			**L A COUNTY SHERIFF'S**	$898,511.69
	Invoice	Date	Description	Amount	
	201243AL	11/08/2019	SHERIFF CONTRACT-OCT 2019	$898,511.69	
72500	11/28/2019			**LOCKE LORD LLP**	$188,193.47

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	1531530	10/24/2019	LEGAL SVC-SEP 2019	$92,186.21	
	1536098	11/07/2019	LEGAL SVC-OCT 2019	$4,917.99	
	1536126	11/07/2019	LEGAL SVC-OCT 2019	$28,543.97	
	1536097	11/07/2019	LEGAL SVC-OCT 2019	$62,545.30	
72501	11/28/2019			LOCKS PLUS, INC.	$179.28
	Invoice	Date	Description	Amount	
	34162	11/06/2019	REPLACE INDICATOR-YAL	$179.28	
72502	11/28/2019			LOS ANGELES TIMES MEDIA GROUP	$6,134.50
	Invoice	Date	Description	Amount	
	012013395000	10/31/2019	ADVERTISING FOR TWENTIES FESTIVAL-	$6,134.50	
72503	11/28/2019			LOWE'S/SYNCHRONY BANK	$643.90
	Invoice	Date	Description	Amount	
	989866	11/02/2019	REFRIGERATOR FOR TREASURY OFFICE	$643.90	
72504	11/28/2019			LUBE PIT STOP	$134.02
	Invoice	Date	Description	Amount	
	240694	11/15/2019	AUTO MAINT-LIC 1370863	$42.60	
	240269	11/06/2019	AUTO MAINT-LIC 1166174	$41.61	
	240216	11/05/2019	AUTO MAINT-LIC 1279616	$49.81	
72505	11/28/2019			MASTEK, INC.	$27,503.99
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	#7CIPCC-18003B-R	08/14/2019	FINAL RETENTION-EMERGENCY STANDBY POWER	$27,503.99	
72506	11/28/2019			**NEW GENERATION WALLCOVERING**	$500.00
	Invoice	Date	Description	Amount	
	19-103	11/06/2019	REMOVE/INSTALL WALLPAPER-CITY HALL	$500.00	
72507	11/28/2019			**OWEN GROUP, INC.**	$4,685.00
	Invoice	Date	Description	Amount	
	5372	10/18/2019	ADA EVALUATION AND TRANSITION PLAN	$4,685.00	
72508	11/28/2019			**PARS**	$300.00
	Invoice	Date	Description	Amount	
	44218	11/07/2019	ARS FEES-SEP 2019	$300.00	
72509	11/28/2019			**PERFORMING ART FLOORING, INC.**	$4,935.00
	Invoice	Date	Description	Amount	
	190068-1	11/12/2019	INSTALL NEW CARPET-ENGINEERING OFFICE	$4,935.00	
72510	11/28/2019			**POST ALARM SYSTEMS**	$295.51
	Invoice	Date	Description	Amount	
	1220080	11/05/2019	MONITORING SVC-HOMESTEAD	$295.51	
72511	11/28/2019			**PRINCE GLOBAL SOLUTIONS, LLC**	$10,000.00
	Invoice	Date	Description	Amount	
	007	10/03/2019	FEDERAL ADVOCACY-SEP 2019	$5,000.00	
	008	11/06/2019	FEDERAL ADVOCACY-OCT 2019	$5,000.00	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72512	11/28/2019			**R.F. DICKSON CO., INC.**	$18,901.65
	Invoice	Date	Description	Amount	
	2509973	10/31/2019	STREET & PARKING LOT SWEEPING-OCT 2019	$18,901.65	
72513	11/28/2019			**RED BUCKET EQUINE RESCUE**	$2,000.00
	Invoice	Date	Description	Amount	
	11/06/2019	11/06/2019	SUPPORT RUBY RED GALA-HORSE RESCUE	$2,000.00	
72514	11/28/2019			**RICOH USA, INC.**	$21.61
	Invoice	Date	Description	Amount	
	5057917282	10/27/2019	METER READING-ENGINEERING COPIER	$21.61	
72515	11/28/2019			**RICOH USA, INC.**	$3,052.24
	Invoice	Date	Description	Amount	
	65804056	11/09/2019	COPIER LEASE-VARIOUS	$527.71	
	65773920	11/09/2019	COPIER LEASE-VARIOUS	$2,524.53	
72516	11/28/2019			**ROBINSON'S FLOWERS**	$153.95
	Invoice	Date	Description	Amount	
	3159	11/01/2019	FLOWERS AND DELIVERY	$153.95	
72517	11/28/2019			**SAN GABRIEL VALLEY**	$1,920.00
	Invoice	Date	Description	Amount	
	COI191113M	11/13/2019	LANDSCAPE SVC-EXPO CENTER	$1,920.00	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72518	11/28/2019			**SAN GABRIEL VALLEY NEWSPAPER**	$3,740.00
	Invoice	Date	Description	Amount	
	0011332901	01/11/2007	NOTICE INVITING BIDS FOR ANNUAL STREET	$1,736.00	
	0011333280	11/08/2019	NOTICE TO CONTRACTORS	$1,004.00	
	0011330809	11/01/2019	NOTICE OF PUBLIC HEARING	$518.00	
	0011330817	11/01/2019	NOTICE OF PUBLIC HEARING	$482.00	
72519	11/28/2019			**SAN GABRIEL VALLEY NEWSPAPER**	$1,401.20
	Invoice	Date	Description	Amount	
	0000459892	10/31/2019	MONTHLY ADVERTISING-HOMESTEAD	$1,401.20	
72520	11/28/2019			**SCS FIELD SERVICES**	$13,271.70
	Invoice	Date	Description	Amount	
	0363428	10/31/2019	IH MAINT-LANDFILL GAS SYSTEM	$13,271.70	
72521	11/28/2019			**SO CAL INDUSTRIES**	$190.74
	Invoice	Date	Description	Amount	
	409294	11/04/2019	FENCE RENTAL-INDUSTRY HILLS	$90.34	
	409693	11/06/2019	RR RENTAL-TONNER CYN/GRAND AVE	$100.40	
72522	11/28/2019			**SOUTH COAST A.Q.M.D.**	$128.66
	Invoice	Date	Description	Amount	
	2946156	11/12/2019	AQMD FEE FOR FY 15/16-EN ENCANTO	$128.66	
72523	11/28/2019			**SOUTHERN CALIFORNIA PUBLIC**	$700.00
	Invoice	Date	Description	Amount	
	10167-00012-0001	10/27/2019	DIGITAL ADS FOR TWENTIES FESTIVAL-HOMESTEAD	$700.00	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72524	11/28/2019			**SPECTRUM**	$938.99
	Invoice	Date	Description	Amount	
	03612894111019	11/10/2019	BUSINESS INTERNET-NOV 2019	$938.99	
72525	11/28/2019			**STAPLES BUSINESS ADVANTAGE**	$962.87
	Invoice	Date	Description	Amount	
	8056333494	11/02/2019	OFFICE SUPPLIES	$912.31	
	8056241273	10/26/2019	OFFICE SUPPLIES	$50.56	
72526	11/28/2019			**STATE COMPENSATION INS. FUND**	$2,987.17
	Invoice	Date	Description	Amount	
	NOVEMBER 2019	11/04/2019	WORKERS COMP PREMIUM FOR NOVEMBER 2019	$2,987.17	
72527	11/28/2019			**STATE WATER RESOURCES**	$18,155.00
	Invoice	Date	Description	Amount	
	WD-0163557	11/06/2019	ANNUAL PERMIT FEE-15651 STAFFORD ST	$14,073.00	
	WD-0165928	11/06/2019	ANNUAL PERMIT FEE-IBC EAST	$4,082.00	
72528	11/28/2019			**SUPER BIRTHDAY, INC.**	$550.00
	Invoice	Date	Description	Amount	
	22680	09/20/2019	MINI EXPRESS TRAIN ON 12/14/109-HOMESTEAD	$550.00	
72529	11/28/2019			**SUPERIOR COURT OF CALIFORNIA,**	$8,022.50
	Invoice	Date	Description	Amount	
	OCTOBER 2019	11/12/2019	PARKING CITATIONS REPORT FOR OCT 2019	$8,022.50	

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72530	11/28/2019			**SYNCHRONY BANK/AMAZON**	$931.60
	Invoice	Date	Description	Amount	
	S2SQC930	11/10/2019	OFFICE SUPPLIES	$931.60	
72531	11/28/2019			**TETRA TECH, INC.**	$10,636.58
	Invoice	Date	Description	Amount	
	51481746	08/30/2019	PRELIM DESIGN FOR STORMWATER CAPTURE	$10,636.58	
72532	11/28/2019			**THE BIG NORWEGIAN**	$1,597.07
	Invoice	Date	Description	Amount	
	55890	11/01/2019	REPAIR JOHN DEERE 609 MOWER-HATCHER	$1,597.07	
72533	11/28/2019			**THE TECHNOLOGY DEPOT**	$5,304.31
	Invoice	Date	Description	Amount	
	12091	11/14/2019	NETWORK MAINT-TICKET #15105	$1,817.50	
	12093	11/14/2019	NETWORK MAINT-TICKET #15328	$794.28	
	12095	11/14/2019	NETWORK MAINT-TICKET #15355	$745.00	
	12078	11/11/2019	NETWORK MAINT-TICKET #14693	$955.03	
	12092	11/14/2019	NETWORK MAINT-TICKET #15284	$206.25	
	12094	11/14/2019	NETWORK MAINT-TICKET #15341	$786.25	
72534	11/28/2019			**TPX COMMUNICATIONS**	$2,050.78
	Invoice	Date	Description	Amount	
	122642796-0	10/31/2019	TEL/INTERNET SVC-HOMESTEAD	$2,050.78	
72535	11/28/2019			**TPX COMMUNICATIONS**	$3,560.28

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
	Invoice / Date / Description / Amount: 122700367-0 / 10/31/2019 / INTERNET SVC-CITY HALL / $3,560.28		
72536	11/28/2019	**TRUELOCK, MIKE**	$300.00
	Invoice / Date / Description / Amount: PPMTX19 / 11/11/2019 / SANTA CLAUS PERFORMANCE ON 12/14/19- / $300.00		
72537	11/28/2019	**TURBO DATA SYSTEMS, INC**	$715.44
	Invoice / Date / Description / Amount: 31314 / 10/31/2019 / CITATION PROCESSING-SEP/OCT 2019 / $715.44		
72538	11/28/2019	**UNION PACIFIC RAILROAD COMPANY**	$950.79
	Invoice / Date / Description / Amount: 90091142 / 10/15/2019 / PLAN REVIEW-WIDENING OF SAN JOSE AVE / $950.79		
72539	11/28/2019	**UNITED SITE SERVICES OF**	$218.74
	Invoice / Date / Description / Amount: 414-1796807 / 11/12/2019 / RENTAL FOR HOLIDAY ON 12/14/19-HOMESTEAD / $218.74		
72540	11/28/2019	**UNUM LIFE INSURANCE COMPANY**	$1,026.00
	Invoice / Date / Description / Amount: 12/1/19-02/29/20 / 11/14/2019 / LONG TERM CARE-SPOUSE / $1,026.00		
72541	11/28/2019	**USA FACT, INC.**	$20.30
	Invoice / Date / Description / Amount: 9102529 / 10/12/2019 / BACKGROUND CHECK SVC / $20.30		

CITY OF INDUSTRY
WELLS FARGO BANK
November 28, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72542	11/28/2019			**VANGUARD CLEANING SYSTEMS,**	$1,245.00
	Invoice	Date	Description	Amount	
	77482	10/01/2019	JANITORIAL SVC-HOMESTEAD	$995.00	
	78106	10/09/2019	SPECIAL EVENT SVC-HOMESTEAD	$250.00	
72543	11/28/2019			**VORTEX INDUSTRIES, INC.**	$734.12
	Invoice	Date	Description	Amount	
	08-1387201	10/18/2019	REPAIR GATE-TONNER CYN	$734.12	
72544	11/28/2019			**WEATHERITE SERVICE**	$815.00
	Invoice	Date	Description	Amount	
	L184594	10/28/2019	A/C MAINT-HOMESTEAD	$643.00	
	L184721	11/07/2019	A/C MAINT-IBC	$172.00	
72545	11/28/2019			**WEST COAST ARBORISTS, INC.**	$5,100.00
	Invoice	Date	Description	Amount	
	1-5442	11/12/2019	TREE PRUNING-BONELLI ST	$5,100.00	

Checks	Status	Count	Transaction Amount
	Total	**108**	**$2,237,245.27**

CITY COUNCIL

ITEM NO. 6.2

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF DECEMBER 12, 2019

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	3,433,917.76
103	PROP A FUND	9,884.88
120	CAPITAL IMPROVEMENT FUND	710,164.21
TOTAL ALL FUNDS		4,153,966.85

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNT	300,435.88
PROP/A	PROP A - CKING ACCOUNT	9,884.88
REF	REFUSE - CKING ACCOUNT	1,532,202.92
WFBK	WELLS FARGO - CKING ACCOUNT	2,311,443.17
TOTAL ALL BANKS		4,153,966.85

APPROVED PER CITY MANAGER

_____

CITY OF INDUSTRY
BANK OF AMERICA
December 12, 2019

Check	Date			Payee Name	Check Amount
CITYGEN.CHK - City General					
WT1136	11/22/2019			**MIDAMERICA ADMINISTRATIVE &**	$33,579.70
	Invoice	Date	Description	Amount	
	DEC-JAN2020	11/22/2019	MEDICAL PREMIUM REIMBURSEMENTS	$33,579.70	
WT1137	12/03/2019			**CAL-PERS**	$46,856.18
	Invoice	Date	Description	Amount	
	DEC 2019	12/03/2019	CALPERS MEDICAL PREMIUM FOR DECEMBER 2019	$46,856.18	
24441	11/14/2019			**CIVIC RECREATIONAL INDUSTRIAL**	$145,000.00
	Invoice	Date	Description	Amount	
	11/14/19	11/14/2019	TRANSFER FUNDS-CRIA A/P FOR REG 11/14/19	$145,000.00	
24442	11/14/2019			**INDUSTRY PROPERTY & HOUSING**	$75,000.00
	Invoice	Date	Description	Amount	
	11/14/19-A	11/14/2019	TRANSFER FUNDS-IPHMA A/P FOR REG 11/14/19	$75,000.00	

Checks	Status	Count	Transaction Amount
	Total	4	**$300,435.88**

CITY OF INDUSTRY
PROP A
December 12, 2019

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90131	12/04/2019			**SO CALIFORNIA EDISON COMPANY**	$147.38
	Invoice	Date	Description	Amount	
	2020-00000824	11/22/2019	1022-11/21/19 SVC-600 S BREA CYN B	$147.38	
90132	12/12/2019			**CNC ENGINEERING**	$6,646.08
	Invoice	Date	Description	Amount	
	459817	11/27/2019	FAIRWAY DR GRADE SEPARATION	$1,435.00	
	459816	11/27/2019	FULLERTON RD GRADE SEPARATION	$5,211.08	
90133	12/12/2019			**INDUSTRY SECURITY SERVICES**	$3,091.42
	Invoice	Date	Description	Amount	
	14-24303	12/02/2019	SECURITY SVC-METROLINK	$1,377.47	
	14-24291	11/22/2019	SECURITY SVC-METROLINK	$1,713.95	

Checks	Status	Count	Transaction Amount
	Total	3	$9,884.88

CITY OF INDUSTRY
WELLS FARGO REFUSE
December 12, 2019

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT268	12/03/2019			CITY OF INDUSTRY DISPOSAL CO.	$1,487,182.49
	Invoice	Date	Description	Amount	
	3824442	12/03/2019	REFUSE SVC 11/1-11/30/19	$1,487,182.49	
80137	12/12/2019			PRINCIPAL REAL ESTATE	$45,020.43
	Invoice	Date	Description	Amount	
	11/20/2019	11/20/2019	REFUND REMAINING DEPOSIT-CID ACCT #410470	$45,020.43	

Checks	Status	Count	Transaction Amount
	Total	2	$1,532,202.92

CITY OF INDUSTRY

WELLS FARGO WIRE TRANSFER

December 12, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
WT10017	12/12/2019	SCHLICHTING, DIANE	$10,365.35

Invoice	Date	Description	Amount
12/1-12/31/19	11/21/2019	PER SETTLEMENT AGRMT DATED 8/22/19	$10,365.35

Check	Status	Count	Transaction Amount
	Total	1	$10,365.35

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72546	11/25/2019			**THE TECHNOLOGY DEPOT**	$4,121.35
	Invoice	Date	Description	Amount	
	12014	11/01/2019	NETWORK MAINT-DECEMBER 2019	$362.10	
	12013	11/01/2019	NETWORK MAINT-SHERIFF'S BLDG	$284.25	
	12038	11/04/2019	NETWORK MAINT-TICKET #15240	$745.00	
	12046	11/05/2019	NETWORK MAINT-TICKET #15256	$745.00	
	12055	11/06/2019	NETWORK MAINT-TICKET #15266	$951.25	
	12059	11/07/2019	NETWORK MAINT-TICKET #15131	$206.25	
	12060	11/07/2019	NETWORK MAINT-TICKET #15277	$827.50	
72547	11/26/2019			**SAN GABRIEL VALLEY WATER CO.**	$807.36
	Invoice	Date	Description	Amount	
	2020-00000784	11/13/2019	10/11-11/12/19 SVC - 132 IRRIG PUENTE	$377.71	
	2020-00000785	11/13/2019	10/11-11/12/19 SVC - 123 IRRIG WORKMAN MILL	$246.61	
	2020-00000786	11/13/2019	10/11-11/12/19 SVC - 13756 VALLEY	$183.04	
72548	11/26/2019			**SO CALIFORNIA EDISON COMPANY**	$1,843.22
	Invoice	Date	Description	Amount	
	2020-00000787	11/13/2019	10/10-11/12/19 SVC - 490 7TH U	$65.00	
	2020-00000788	11/16/2019	10/16-11/15/19 SVC - 1341 FULLERTON RD	$84.56	
	2020-00000789	11/16/2019	10/16-11/15/19 SVC - PECK RD S/O PELLISSIER	$19.44	
	2020-00000790	11/19/2019	09/16-11/15/19 SVC - VARIOUS SITES	$1,674.22	
72549	11/26/2019			**SOCALGAS**	$23.13
	Invoice	Date	Description	Amount	
	2020-00000791	11/15/2019	10/14-11/13/19 SVC - 610 S BREA CYN RD	$23.13	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72550	11/26/2019			THREE VALLEYS MUNICIPAL WATER	$4,002.24
	Invoice	Date	Description	Amount	
	05430	10/31/2019	10/01-10/31/19 SVC - TONNER CYN	$4,002.24	
72551	11/26/2019			VERIZON BUSINESS	$187.58
	Invoice	Date	Description	Amount	
	62103276	11/10/2019	10/01-10/31/19 SVC - VARIOUS SITES	$140.21	
	62103275	11/10/2019	10/01-10/31/19 SVC - VARIOUS SITES	$47.37	
72552	11/26/2019			WALNUT VALLEY WATER DISTRICT	$10,885.89
	Invoice	Date	Description	Amount	
	3493436	11/04/2019	10/01-10/31/19 SVC - GRAND CROSSING PKWY W/O	$636.29	
	3493429	11/04/2019	10/01-10/31/19 SVC - 21627 GRAND CROSSING PKWY	$175.58	
	3493428	11/04/2019	10/01-10/31/19 SVC - 21627 GRAND CROSSING PKWY	$180.58	
	3493366	11/04/2019	10/01-10/31/19 SVC - GRAND CROSSING	$79.84	
	3493365	11/04/2019	10/01-10/31/19 SVC - GRAND AVE CROSSING	$457.80	
	3493359	11/04/2019	10/01-10/31/19 SVC - BAKER PKWY METER #2	$365.63	
	3493358	11/04/2019	10/01-10/31/19 SVC - BAKER PKWY METER #1	$468.52	
	3493368	11/04/2019	10/01-10/31/19 SVC - 22002 VALLEY BLVD	$219.52	
	3493386	11/04/2019	10/01-10/31/19 SVC - GRAND CROSSING EAST	$50.32	
	3493387	11/04/2019	10/01-10/31/19 SVC - GRAND CROSSING WEST	$89.80	
	3493388	11/04/2019	10/01-10/31/19 SVC - BAKER PKWY & GRAND N/W CNR	$1,292.54	
	3493395	11/04/2019	10/01-10/31/19 SVC - E/S GRAND S/O BAKER PKWY	$113.78	
	3493422	11/04/2019	10/01-10/31/19 SVC - END OF BAKER PKWY-TEMP	$6,755.69	
72553	12/04/2019			CASSO & SPARKS, LLP	$175,742.02
	Invoice	Date	Description	Amount	
	20359	11/26/2019	COI-LEGAL SVC FOR JUL 2019	$85,134.93	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	20360	11/27/2019	SA-LEGAL SVC FOR JUL 2019	$7,853.04	
	20364	12/03/2019	SA-LEGAL SVC FOR AUG 2019	$3,303.53	
	20363	12/03/2019	SA-LEGAL SVC FOR JUN 2019	$2,251.58	
	20362	12/03/2019	COI-LEGAL SVC FOR AUG 2019	$77,198.94	
72554	12/04/2019			D M V RENEWAL	$197.00
	Invoice	Date	Description	Amount	
	6PKM569-19	12/04/2019	REGISTRATION RENEWAL-LIC 6PKM569	$197.00	
72555	12/04/2019			FIDELITY SECURITY LIFE	$1,244.85
	Invoice	Date	Description	Amount	
	164131015	11/21/2019	VISION PREMIUM FOR DECEMBER 2019	$1,244.85	
72556	12/04/2019			HUMANA INSURANCE COMPANY	$5,236.48
	Invoice	Date	Description	Amount	
	389690640	12/01/2019	DENTAL PREMIUM FOR DECEMBER 2019	$5,236.48	
72557	12/04/2019			MUTUAL OF OMAHA	$5,719.11
	Invoice	Date	Description	Amount	
	1027882061	12/01/2019	LIFE INSURANCE PREMIUM FOR DECEMBER 2019	$5,719.11	
72558	12/04/2019			NEXTIVA, INC.	$1,578.10
	Invoice	Date	Description	Amount	
	25368217222	11/28/2019	CITY HALL PHONE SVC 11/28-12/27/19	$1,578.10	
72559	12/04/2019			UNUM LIFE INSURANCE COMPANY	$4,937.60

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			

Invoice	Date	Description	Amount
12/1-12/31/19	11/18/2019	LONG TERM PREMIUM FOR DECEMBER 2019	$4,937.60

72560	12/04/2019	AT & T	$528.60

Invoice	Date	Description	Amount
2020-00000815	11/17/2019	11/17-12/16/19 SVC - TONNER CYN-RADIO	$255.99
2020-00000816	11/17/2019	11/17-12/16/19 SVC - TONNER CYN-GUARD SHACK	$272.61

72561	12/04/2019	FRONTIER	$334.25

Invoice	Date	Description	Amount
2020-00000817	11/19/2019	11/19-12/18/19 SVC - FOLLOW'S CAMP GUARD	$73.39
2020-00000818	11/16/2019	11/16-12/15/19 SVC - BREA CYN PUMP STN	$77.94
2020-00000819	11/16/2019	11/16-12/15/19 SVC - PH AUTO PLAZA	$182.92

72562	12/04/2019	SAN GABRIEL VALLEY WATER CO.	$976.15

Invoice	Date	Description	Amount
2020-00000813	11/15/2019	10/16-11/14/19 SVC - 14329 VALLEY	$925.95
2020-00000814	11/18/2019	10/17-11/15/19 SVC - 336 EL ENCANTO	$50.20

72563	12/04/2019	SO CALIFORNIA EDISON COMPANY	$56,603.62

Invoice	Date	Description	Amount
2020-00000799	11/16/2019	10/16-11/15/19 SVC - 17635 GALE	$1,261.46
2020-00000801	11/19/2019	10/17-11/18/19 SVC - 900 NOGALES U	$35.08
2020-00000802	11/19/2019	10/10-11/15/19 SVC - VARIOUS SITES	$1,609.51
2020-00000803	11/19/2019	10/16-11/15/19 SVC - VARIOUS SITES	$5,168.49
2020-00000804	11/19/2019	10/01-11/01/19 SVC - VARIOUS SITES	$4,584.30

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2020-00000805	11/19/2019	06/27/18-11/01/19 SVC - VARIOUS SITES	$43,254.71	
	2020-00000806	11/21/2019	10/21-11/20/19 SVC - 14661 & 14911 CLARK AVE U	$116.20	
	2020-00000807	11/22/2019	10/22-11/21/19 SVC - 575 BREA CYN RD	$10.45	
	2020-00000808	11/22/2019	10/22-11/21/19 SVC - 21380 VALLEY PED	$9.70	
	2020-00000809	11/22/2019	10/22-11/21/19 SVC - 580 BREA CYN RD	$10.35	
	2020-00000810	11/22/2019	10/22-11/21/19 SVC - 1007 LAWSON ST TC1	$43.12	
	2020-00000811	11/23/2019	10/21-11/20/19 SVC - 1015 NOGALES ST	$500.25	
72564	12/04/2019			**SO CALIFORNIA EDISON COMPANY**	$106.33
	Invoice	Date	Description	Amount	
	2020-00000800	11/16/2019	10/16-11/15/19 SVC - 19001 TONNER CYN RD	$106.33	
72565	12/04/2019			**SOCALGAS**	$15.78
	Invoice	Date	Description	Amount	
	2020-00000812	11/21/2019	10/18-11/19/19 SVC - 13756 VALLEY BLVD	$15.78	
72566	12/04/2019			**LAW OFFICES OF EDWARD D.**	$15,000.00
	Invoice	Date	Description	Amount	
	12/2/19	12/02/2019	SETTLEMENT AGREEMENT	$15,000.00	
72567	12/12/2019			**ANNEALTA GROUP**	$117,454.00
	Invoice	Date	Description	Amount	
	1602	11/12/2019	1600 AZUSA #285,287	$856.00	
	1598	11/12/2019	GENERAL PLANNING SVC-OCT 2019	$43,168.00	
	1597	11/12/2019	GENERAL DEVELOPMENT SVC-OCT 2019	$25,385.00	
	1596	11/12/2019	STORMWATER COMPLIANCE-OCT 2019	$36,451.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	1595	11/12/2019	PUBLIC WORKS SUPPORT-OCT 2019	$9,030.00	
	1603	11/12/2019	13191 CROSSROADS	$1,235.00	
	1601	11/12/2019	15301,15309,15311 GALE	$187.50	
	1600	11/12/2019	13400 NELSON AVE	$697.00	
	1599	11/12/2019	13350 CROSSROADS PKY	$444.50	
72568	12/12/2019			ARAMARK REFRESHMENT SERVICE,	$111.87
	Invoice	Date	Description	Amount	
	6417662	11/19/2019	COFFEE SVC AND SUPPLIES	$111.87	
72569	12/12/2019			BIGGS CARDOSA ASSOCIATES, INC.	$325.00
	Invoice	Date	Description	Amount	
	77260	10/05/2019	STRATEGIC PLANS FOR CITY BRIDGES	$325.00	
72570	12/12/2019			BRYAN PRESS	$298.90
	Invoice	Date	Description	Amount	
	0082537	11/11/2019	COI-MAILING LABELS	$254.57	
	0082648	11/20/2019	BUSINESS CARDS-B. HYUN	$44.33	
72571	12/12/2019			CARLSON, CALLADINE & PETERSON,	$3,777.50
	Invoice	Date	Description	Amount	
	21370	11/25/2019	LEGAL SVC-OCT 2019	$3,777.50	
72572	12/12/2019			CASC ENGINEERING AND	$5,025.00
	Invoice	Date	Description	Amount	
	41411	10/31/2019	NPDES CONSULTING-COI	$5,025.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72573	12/12/2019			CINTAS CORPORATION LOC 693	$111.20
	Invoice	Date	Description	Amount	
	4035223925	11/18/2019	DOOR MATS	$55.60	
	4035716014	11/22/2019	DOOR MATS	$55.60	
72574	12/12/2019			CITY FIBERS, INC	$873.43
	Invoice	Date	Description	Amount	
	12/3/2019	12/03/2019	REFUND DUE TO OVERPAYMENT-SEP/OCT SALVAGE	$873.43	
72575	12/12/2019			CITY OF INDUSTRY-PAYROLL ACCT	$300,000.00
	Invoice	Date	Description	Amount	
	P/R FOR DEC 2019	12/04/2019	REPLENISH PAYROLL FOR DECEMBER 2019	$300,000.00	
72576	12/12/2019			CIVILTEC ENGINEERING, INC	$376.00
	Invoice	Date	Description	Amount	
	41525	12/12/2019	FOUR GRADE SEPARATION PUMP STATIONS	$376.00	
72577	12/12/2019			CNC ENGINEERING	$206,331.34
	Invoice	Date	Description	Amount	
	459763	11/27/2019	EMERGENCY STANDBY POWER GENERATOR	$75.00	
	459764	11/27/2019	RESURFACING DESIGN-EXPO CENTER	$33,258.75	
	459765	11/27/2019	EXPO BARN FACILITY LIGHTING	$340.00	
	459766	11/27/2019	AVALON ROOM DESIGN	$1,147.50	
	459767	11/27/2019	METROLINK STATION SECURITY SYSTEM	$1,070.00	
	459768	11/27/2019	CITYWIDE ADA SELF EVALUATION-TRANSISITON	$195.00	
	459769	11/27/2019	SITE PLAN FOR SHERIFF TRAILER	$12,925.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date		Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo					
	459771	11/27/2019	SEWER DESIGN-EXPO CENTER	$9,985.00	
	459772	11/27/2019	FULLERTON RD PCC	$1,610.00	
	459773	11/27/2019	ANNUAL SLURRY SEAL	$806.25	
	459774	11/27/2019	RESURFACING OF DON JULIAN RD	$17,633.49	
	459775	11/27/2019	ANNUAL BUS STOP ADA IMPROVEMENTS	$2,567.50	
	459776	11/27/2019	STARHILL LANE/3RD AVE WATERLINE	$1,362.50	
	459777	11/27/2019	DON JULIAN/BASETDALE WATERLINE	$2,017.50	
	459778	11/27/2019	GENERAL ENGINEERING 11/11-11/24/19	$1,647.50	
	459779	11/27/2019	GENERAL ENGINEERING-PLAN APPROVAL	$8,130.00	
	459780	11/27/2019	GENERAL ENGINEERING-TRAFFIC	$3,998.75	
	459781	11/27/2019	GENERAL ENGINEERING-COUNTER SERVICE	$3,105.00	
	459782	11/27/2019	GENERAL ENGINEERING-PERMITS	$21,535.00	
	459783	11/27/2019	WALNUT DR SOUTH WIDENING	$10,530.70	
	459784	11/27/2019	ARENTH AVE RECONSTRUCTION	$390.00	
	459785	11/27/2019	GENERAL ENGINEERING 11/11-11/24/19	$58,780.90	
	459788	11/27/2019	EXPO CENTER-STANDARDS OF FACILITY MAINT	$8,852.50	
	459796	11/27/2019	PAINT EVALUATION OF WROUGHT IRON FENCE	$3,230.00	
	459797	11/27/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	$607.50	
	459798	11/27/2019	ROUTINE OPERATION-LANDFILL GAS COLLECTION	$42.50	
	459708	11/14/2019	PAVILION UPGRADES	$487.50	
72578	12/12/2019		**CNC ENGINEERING**		$76,772.50
	Invoice	Date	Description	Amount	
	459770	11/27/2019	EL ENCANTO IMPROVEMENTS	$850.00	
	459786	11/27/2019	NPDES STORM WATER	$5,127.50	
	459787	11/27/2019	TONNER CYN PROPERTY	$7,460.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
459789	11/27/2019	CHINO RANCH DAM RENOVATION	$1,035.00
459790	11/27/2019	VARIOUS CITY PAID EXPENSES FOR TRES	$1,847.50
459791	11/27/2019	CITY HALL MAINT	$6,362.50
459792	11/27/2019	HOMESTEAD MUSEUM IMPROVEMENTS	$432.50
459793	11/27/2019	SAFETY UPGRADES-RAILROAD CROSSINGS	$487.50
459794	11/27/2019	STIMSON AVE CROSSING	$97.50
459795	11/27/2019	TRAFFIC SIGNAL-NELSON/SUNSET	$170.00
459799	11/27/2019	605 FWY/VALLEY BLVD IMPROVEMENTS	$390.00
459800	11/27/2019	HIGHWAY BRIDGE PROGRAM	$390.00
459801	11/27/2019	AZUSA AVE BRIDGE REPAINTING	$1,023.75
459802	11/27/2019	FISCAL YEAR BUDGET	$6,030.00
459803	11/27/2019	ROWLAND ST RECONSTRUCTION	$375.00
459804	11/27/2019	AZUSA AVE/TEMPLE AVE MODIFICATION	$3,713.75
459805	11/27/2019	FOLLOW'S CAMP PROPERTY	$4,420.00
459806	11/27/2019	RESURFACING VALLEY BLVD	$3,595.00
459807	11/27/2019	VARIOUS ASSIGNMENTS RELATED TO SA	$85.00
459808	11/27/2019	TURNBULL CYN PROPERTIES	$170.00
459809	11/27/2019	REPAIR CITY OWNED PUMP STATIONS	$780.00
459810	11/27/2019	ARENTH AVE ST LIGHT PROJECT	$1,610.00
459811	11/27/2019	ARENTH GUARD RAIL INSTALLATION	$3,485.00
459812	11/27/2019	CARTEGRAPH MGMT	$13,505.00
459813	11/27/2019	HOMESTEAD MUSEUM UPGRADES	$1,920.00
459814	11/27/2019	57/60 FWY CONFLUENCE PROJECT	$585.00
459815	11/27/2019	GRAND AVE BRIDGE WIDENING	$7,117.50
459818	11/27/2019	TURNBULL CYN RD GRADE SEPARATION	$3,707.50

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72579	12/12/2019			CONSILIO, LLC	$1,700.90
	Invoice	Date	Description	Amount	
	INV108396	10/31/2019	DOCUMENT MGMT-OCT 2019	$1,700.90	
72580	12/12/2019			COUNTRY ESTATE FENCE, INC.	$1,162.74
	Invoice	Date	Description	Amount	
	23738	11/22/2019	FENCING SUPPLIES AND MATERIALS	$1,162.74	
72581	12/12/2019			COUNTY OF LA DEPT OF PUBLIC	$125.20
	Invoice	Date	Description	Amount	
	PW-19100701587	10/07/2019	FIX FLASHING RED LIGHT-SAN JOSE/CHARLIE	$125.20	
72582	12/12/2019			DELHAVEN COMMUNITY CENTER	$2,500.00
	Invoice	Date	Description	Amount	
	11/25/19	11/25/2019	SPONSORSHIP-CHRISTMAS BASKETS FOR 50 FAMILIES	$2,500.00	
72583	12/12/2019			DEPT OF TRANSPORTATION	$29,037.37
	Invoice	Date	Description	Amount	
	20004520	11/15/2019	COOP 07-5033, SR60/57 CONFLUENCE AT GRAND AVE	$29,037.37	
72584	12/12/2019			DIAMOND BAR ELECTRIC, INC.	$3,554.00
	Invoice	Date	Description	Amount	
	15608	11/20/2019	ELECTRICAL REPAIRS-CITY HALL	$3,554.00	
72585	12/12/2019			DIGITAL DPD, INC.	$234.06
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	13627	10/31/2019	FLYERS FOR HOLIDAY PROGRAM-HOMESTEAD	$234.06	
72586	12/12/2019			ELECTRA-MEDIA, INC	$1,763.00
	Invoice	Date	Description	Amount	
	10083	11/15/2019	PUENTE HILLS AUTO DISPLAY-DEC 2019	$1,763.00	
72587	12/12/2019			EXCEL PAVING COMPANY	$161,418.06
	Invoice	Date	Description	Amount	
	#7CITY-1420R	11/01/2019	WALNUT DR WIDENING & STORM DRAIN	$169,913.75	
72588	12/12/2019			FERGUSON ENTERPRISES, INC	$459.24
	Invoice	Date	Description	Amount	
	8252808	11/19/2019	PLUMBING SUPPLIES-TONNER CYN	$459.24	
72589	12/12/2019			GONSALVES & SON, JOE A.	$10,045.00
	Invoice	Date	Description	Amount	
	157844	11/20/2019	LEGISLATIVE SVC-NOV 2019	$10,045.00	
72590	12/12/2019			GRAND CENTRAL RECYCLING &	$1,238.01
	Invoice	Date	Description	Amount	
	3818363	10/31/2019	GREEN/SOLID WASTE-CTY HALL	$1,238.01	
72591	12/12/2019			GROUP C MEDIA, INC.	$5,500.00
	Invoice	Date	Description	Amount	
	29245	11/26/2019	ADVERTISEMENT PROMOTING BUSINESS	$5,500.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72592	12/12/2019			HADDICK'S AUTO BODY	$9,061.46
	Invoice	Date	Description	Amount	
	H-87867	11/04/2019	TOWING SVC-LIC 1347776	$50.00	
	H-86695	11/18/2019	TOWING SVC-LIC 1347776	$60.00	
	H-86666	11/21/2019	TOWING SVC-LIC 1347776	$40.00	
	048112	11/20/2019	AUTO MAINT-LIC 1429333	$2,199.64	
	048117	11/20/2019	AUTO MAINT-LIC 1282752	$926.65	
	048118	11/20/2019	AUTO MAINT-LIC 1347776	$341.22	
	048119	11/20/2019	AUTO MAINT-LIC 1282846	$1,055.77	
	048120	11/20/2019	AUTO MAINT-LIC 1370863	$1,468.98	
	048121	11/20/2019	AUTO MAINT-LIC 1279616	$14.02	
	048123	11/20/2019	AUTO MAINT-LIC 1429348	$893.63	
	048122	11/20/2019	AUTO MAINT-LIC 1210025	$827.15	
	048124	11/20/2019	AUTO MAINT-LIC 1356177	$160.42	
	048125	11/20/2019	AUTO MAINT-LIC 1429346	$1,023.98	
72593	12/12/2019			HISTORICAL RESOURCES, INC.	$72,074.83
	Invoice	Date	Description	Amount	
	11/26/19	11/26/2019	REIMBURSE FOR OFFICE SUPPLIES	$650.61	
	11/26/19-A	11/26/2019	REIMBURSE FOR F&M CREDIT CARD	$4,303.64	
	11/26/19-B	11/26/2019	AGRMT REIMBURSEMENT FOR NOV-DEC 2019	$67,120.58	
72594	12/12/2019			IDS GROUP, INC.	$17,702.09
	Invoice	Date	Description	Amount	
	19X002.10-3	11/12/2019	SITE ANALYSIS-EXPO AVALON ROOM	$17,702.09	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72595	12/12/2019			INDUSTRY SECURITY SERVICES	$17,281.70
	Invoice	Date	Description	Amount	
	14-24285	11/22/2019	SECURITY SVC-VARIOUS SITES	$8,322.62	
	14-24297	12/02/2019	SECURITY SVC-VARIOUS SITES	$8,959.08	
72596	12/12/2019			INDUSTRY SECURITY SERVICES	$24,221.12
	Invoice	Date	Description	Amount	
	14-24280	11/22/2019	SECURITY SVC 11/15-11/21/19	$11,731.84	
	14-24292	12/02/2019	SECURITY SVC 11/22-11/28/19	$12,489.28	
72597	12/12/2019			INDUSTRY TIRE SERVICE	$85.00
	Invoice	Date	Description	Amount	
	0292004	11/19/2019	TIRE CHANGE-KUBOTA	$85.00	
72598	12/12/2019			INTERTIE	$9,750.00
	Invoice	Date	Description	Amount	
	1708-A	09/22/2019	ENGINEERING CONSULTING-SCE POWER PURCHASE	$9,750.00	
72599	12/12/2019			JEFF PARRIOTT PHOTOGRAPHIC	$4,963.15
	Invoice	Date	Description	Amount	
	00566	11/22/2019	PROF SVC-HOMESTEAD	$3,840.00	
	00567	10/01/2019	FRAMING OF DOCUMENTS/CERTIFICATES	$1,123.15	
72600	12/12/2019			KLINE'S PLUMBING, INC.	$240.00
	Invoice	Date	Description	Amount	
	11242	11/13/2019	REPAIR TO HOT WATER HEATER-IBC	$240.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72601	12/12/2019			L A COUNTY DEPT OF PUBLIC	$555.00
	Invoice	Date	Description	Amount	
	IN0792212	11/14/2019	BACKFLOW PREVENTION ASSEMBLY-CITY HALL/IBC	$148.00	
	IN0788314	11/14/2019	BACKFLOW PREVENTION ASSEMBLY-EL ENCANTO	$407.00	
72602	12/12/2019			L A COUNTY DEPT OF PUBLIC	$5,861.17
	Invoice	Date	Description	Amount	
	IN200000341	10/31/2019	ACCIDENT-AMAR RD @ ECHELON AVE	$64.59	
	IN200000343	10/31/2019	ACCIDENT-ARENTH AVE @ STONER CREEK	$3,202.07	
	IN200000336	10/31/2019	ACCIDENT-ARENTH AVE @ NOGALES ST	$2,594.51	
72603	12/12/2019			L A COUNTY DEPT OF PUBLIC	$750.00
	Invoice	Date	Description	Amount	
	12/2/19	12/02/2019	PLAN CHECK FEE FOR ROAD DEPT-WALNUT DR	$750.00	
72604	12/12/2019			L A COUNTY SHERIFF'S	$64,647.83
	Invoice	Date	Description	Amount	
	201287AL	11/13/2019	SPECIAL EVENTS-FERIA	$11,594.29	
	201384AL	11/20/2019	SPECIAL EVENTS-DIRECTED PATROL	$53,053.54	
72605	12/12/2019			LEGEND PUMP AND WELL SERVICE,	$784.00
	Invoice	Date	Description	Amount	
	55983	11/13/2019	PREVENTIVE MAINT-BAKER SLOPES	$784.00	
72606	12/12/2019			LEIGHTON CONSULTING INC	$7,612.30
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	37890	11/18/2019	WALNUT DR WIDENING & STORM DRAIN	$7,612.30	
72607	12/12/2019			**LOCKE LORD LLP**	$108,004.94
	Invoice	Date	Description	Amount	
	1541482	11/27/2019	LEGAL SVC-NOV 2019	$9,864.62	
	1541481	11/27/2019	LEGAL SVC-NOV 2019	$19,401.36	
	1541784	11/27/2019	LEGAL SVC-NOV 2019	$78,738.96	
72608	12/12/2019			**LUIS A. SOLORZANO**	$1,500.00
	Invoice	Date	Description	Amount	
	12/03/19	12/03/2019	DESIGN FOR STATE OF THE CITY COMMERATIVE	$1,500.00	
72609	12/12/2019			**MOUNTAIN VIEW SCHOOL DISTRICT**	$100.00
	Invoice	Date	Description	Amount	
	1920JTTPVE1	11/15/2019	BUS FUNDING STIPEND-HOMESTEAD	$100.00	
72610	12/12/2019			**MR PLANT & INTERIOR BOTANICAL**	$720.00
	Invoice	Date	Description	Amount	
	DEC 14130	12/01/2019	PLANT MAINT-DEC 2019	$720.00	
72611	12/12/2019			**MX GRAPHICS, INC.**	$202.58
	Invoice	Date	Description	Amount	
	19663	11/18/2019	MICROFICHE SCAN	$202.58	
72612	12/12/2019			**OLMOS PROFESSIONAL SERVICES**	$8,782.00
	Invoice	Date	Description	Amount	
	341	11/30/2019	JANITORIAL SVC-CITY HALL	$5,500.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	339	11/30/2019	JANITORIAL SVC-IBC	$1,467.00	
	340	11/30/2019	JANITORIAL SVC-15660 STAFFORD (YAL)	$1,815.00	
72613	12/12/2019			OPEN TEXT INC.	$45.50
	Invoice	Date	Description	Amount	
	07634191911	11/02/2019	FAX SVC-OCT 2019	$45.50	
72614	12/12/2019			PARS	$300.00
	Invoice	Date	Description	Amount	
	44251	11/11/2019	REP FEES-SEP 2019	$300.00	
72615	12/12/2019			PASCO DOORS	$2,503.80
	Invoice	Date	Description	Amount	
	88215	09/18/2019	INSTALL NEW DOORS-EL ENCANTO	$1,296.80	
	88476	10/29/2019	REPAIR FLOOR CLOSER-EL ENCANTO	$1,207.00	
72616	12/12/2019			PERFORMING ART FLOORING, INC.	$700.00
	Invoice	Date	Description	Amount	
	190073-1	11/21/2019	REPAIR CARPET-FINANCE DEPT	$700.00	
72617	12/12/2019			PLACEWORKS	$17,346.51
	Invoice	Date	Description	Amount	
	70489	10/31/2019	PENSKE DEALERSHIP	$12,228.96	
	70441	10/31/2019	GRAND AVE WIDENING	$1,532.55	
	70265	10/31/2019	HOUSING ELECMENT SVC	$3,585.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72618	12/12/2019			**POSTMASTER**	$308.00
	Invoice	Date	Description	Amount	
	P.O. BOX-3366	12/01/2019	ANNUAL FEE FOR PO BOX 3366	$308.00	
72619	12/12/2019			**RICOH USA, INC.**	$941.33
	Invoice	Date	Description	Amount	
	32652609	11/15/2019	COPIER LEASE-TREASURY	$252.66	
	32652991	11/15/2019	COPIER LEASE-ENGINEERING	$289.36	
	5058098587	11/17/2019	METER READING-VARIOUS	$385.48	
	5058057981	11/12/2019	METER READING-TREASURY	$13.83	
72620	12/12/2019			**SATSUMA LANDSCAPE & MAINT.**	$111,143.28
	Invoice	Date	Description	Amount	
	1119XROADS	11/27/2019	LANDSCAPE SVC-CROSSROADS PKY NORTH &	$31,716.16	
	1119CH	11/27/2019	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	$44,740.11	
	1119TA	11/27/2019	LANDSCAPE SVC-TEMPLE & AZUSA	$34,687.01	
72621	12/12/2019			**SC FUELS**	$46,722.70
	Invoice	Date	Description	Amount	
	4144427	11/25/2019	DIESEL FUEL-INDUSTRY HILL PUMPS	$23,594.51	
	4144426	11/25/2019	REGULAR FUEL-INDUSTRY HILLS PUMPS	$23,128.19	
72622	12/12/2019			**SHAWNAN**	$334,089.15
	Invoice	Date	Description	Amount	
	#1CIP-EXPO-1	11/01/2019	RESURFACING DESIGN-EXPO PARKING LOT	$257,872.80	
	#1CIP-EXPO-51	11/01/2019	RESURFACING DESIGN-EXPO PARKING LOT	$33,000.00	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	#1CIP-EXPO-152	11/01/2019	RESURFACING DESIGN-EXPO PARKING LOT	$60,800.00	
72623	12/12/2019			SO CAL INDUSTRIES	$91.26
	Invoice	Date	Description	Amount	
	410770	11/13/2019	RR RENTAL-TONNER CYN/57FWY	$91.26	
72624	12/12/2019			SPARKLETTS	$118.30
	Invoice	Date	Description	Amount	
	16916898 112219	11/22/2019	WATER DELIVERY	$118.30	
72625	12/12/2019			SQUARE ROOT GOLF & LANDSCAPE,	$179,917.39
	Invoice	Date	Description	Amount	
	1448ELHM	09/27/2019	LANDSCAPE AVC-VARIOUS CITY SITES	$6,940.00	
	1459ELHM	11/26/2019	LANDSCAPE SVC-EL ENCANTO	$10,554.55	
	1458ELHM	11/26/2019	LANDSCAPE SVC-VARIOUS CITY SITES	$6,940.00	
	1461H-1	11/26/2019	GRAFFITI REMOVAL	$2,039.91	
	1461H	11/26/2019	LANDSCAPE SVC-VARIOUS CITY SITES	$133,801.09	
	1460ELHM	11/26/2019	LANDSCAPE SVC-HOMESTEAD	$18,335.31	
	1461H-2	11/26/2019	STREET SIGN REPAIR & INSTALLATION	$1,306.53	
72626	12/12/2019			STANLEY STEEMER LOS ANGELES	$8,505.00
	Invoice	Date	Description	Amount	
	885398	11/09/2019	CLEAN AIR DUCTS-CITY HALL	$8,505.00	
72627	12/12/2019			STAPLES BUSINESS ADVANTAGE	$328.88
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	8056415548	11/09/2019	OFFICE SUPPLIES	$328.88	
72628	12/12/2019			STATE WATER RESOURCES	$2,847.00
	Invoice	Date	Description	Amount	
	SW-0179506	11/20/2019	ANNUAL PERMIT FEES-15651 E STAFFORD ST	$2,847.00	
72629	12/12/2019			STATE WATER RESOURCES	$862.00
	Invoice	Date	Description	Amount	
	SW-0181972	11/20/2019	ANNUAL PERMIT FEES-17301 E GALE AVE	$862.00	
72630	12/12/2019			STOTZ EQUIPMENT	$476.21
	Invoice	Date	Description	Amount	
	P16186	11/19/2019	PARTS TO REPAIR POWERMATE-HATCHER	$476.21	
72631	12/12/2019			THE BIG NORWEGIAN	$9,428.89
	Invoice	Date	Description	Amount	
	55904	11/18/2019	REPAIR 1978 BACKHOE-HATCHER	$3,574.26	
	55909	11/22/2019	REPAIR 2011 BACKHOE-TONNER CYN	$5,158.65	
	55903	11/18/2019	REPAIR ICE MAKER-HATCHER	$695.98	
72632	12/12/2019			THE TECHNOLOGY DEPOT	$6,621.25
	Invoice	Date	Description	Amount	
	12154	11/19/2019	NETWORK MAINT-TICKET #15390	$41.25	
	12173	11/22/2019	NETWORK MAINT-TICKET #15471	$123.75	
	12170	11/22/2019	NETWORK MAINT-TICKET #15470	$41.25	
	12169	11/22/2019	NETWORK MAINT-TICKET #15464	$82.50	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date			Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo						
	12168	11/22/2019	NETWORK MAINT-TICKET #15460		$82.50	
	12165	11/21/2019	NETWORK MAINT-TICKET #15457		$745.00	
	12164	11/21/2019	NETWORK MAINT-TICKET #15444		$580.00	
	12163	11/21/2019	NETWORK MAINT-TICKET #15425		$206.25	
	12156	11/19/2019	NETWORK MAINT-TICKET #15421		$745.00	
	12155	11/19/2019	NETWORK MAINT-TICKET #15398		$745.00	
	12176	11/22/2019	NETWORK MAINT-TICKET #15474		$165.00	
	12193	11/27/2019	NETWORK MAINT-TICKET #15391		$457.50	
	12194	11/27/2019	NETWORK MAINT-TICKET #15468		$206.25	
	12195	11/27/2019	NETWORK MAINT-TICKET #15493		$910.00	
	12196	11/27/2019	NETWORK MAINT-TICKET #15505		$745.00	
	12197	11/27/2019	NETWORK MAINT-TICKET #15533		$745.00	
72633	12/12/2019			VORTEX INDUSTRIES, INC.		$832.48
	Invoice	Date	Description		Amount	
	08-1386041	10/16/2019	REPAIR GATE-TONNER CYN		$832.48	
72634	12/12/2019			WEATHERITE SERVICE		$1,032.00
	Invoice	Date	Description		Amount	
	L184859	11/15/2019	A/C MAINT-IMC		$454.00	
	L184842	11/15/2019	A/C MAINT-IMC		$578.00	
72635	12/12/2019			WINDSTREAM		$732.74
	Invoice	Date	Description		Amount	
	71965771	11/10/2019	CITY HALL PHONE SVC-NOV 2019 (FINAL BILL)		$732.74	

CITY OF INDUSTRY
WELLS FARGO BANK
December 12, 2019

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Checks	Status	Count	Transaction Amount
	Total	90	$2,301,077.82

CITY COUNCIL

ITEM NO. 6.3

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Abraham N. Cruz, Council Member
Catherine Marcucci, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Diane M. Schlichting, Chief Deputy City Clerk; Alex Gonzalez, Director of Development Services and Administration; and Troy Helling, Senior Planner.

City Attorney Casso requested the Council allow two additional cases be added to Closed Session item 10.1 on today's agenda. The anticipated litigation was brought to the attention of the Attorney's office after the agenda had been posted. In addition, due to technology issues, the Council will need to move to the City Hall conference room in order to make a phone call for one of these cases. Upon completion, the Council will move back to the Council Chamber to adjourn.

MOTION BY MAYOR RADECKI, AND SECOND BY MAYOR PRO TEM MOSS TO ADD TWO ADDITIONAL ITEMS TO CLOSED SESSION ITEM NO. 10.1. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

PUBLIC COMMENTS

Mr. Larry Hartmann, Chairman of the Industry Hills Charity Events Council, and Mr. Ron McPeak, President of the Gabriel Foundation, each spoke regarding the upcoming 32nd Rodeo event and thanked the Council for their generous support.

CONSENT CALENDAR

CONSIDERATION OF REGISTER OF DEMANDS FOR SEPTEMBER 14, 2017

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Official to pay the bills.

CONSIDERATION OF THE REVISED STANDARD SOFTWARE LICENSE, SERVICES, AND MAINTENANCE AGREEMENT WITH TYLER TECHNOLOGIES, INC

RECOMMENDED ACTION: Approve the Revised Agreement.

CONSIDERATION OF SUBMITTING A HOMELESS GRANT APPLICATION TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, FOR THE AMOUNT OF $50,000.00, TO DRAFT A HOMELESSNESS PLAN FOR THE CITY OF INDUSTRY

RECOMMENDED ACTION: Authorize staff to submit the Grant.

Mayor Radecki recused himself from check number 67122 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 67122 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 67086 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 67122 ON ITEM 1 (REGISTER OF DEMANDS), AND COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 67086 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2017-34 – "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE PAYOFF OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM UNFUNDED PENSION LIABILITY"

RECOMMENDED ACTION: *Adopt Resolution No. CC 2017-34.*

Director of Finance, Susan Paragas provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2017-34. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.2 CONSIDERATION OF THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF BALDWIN PARK, COVINA, GLENDORA, INDUSTRY, LA PUENTE, AND SOUTH EL MONTE REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED COOPERATIVE AGREEMENT

RECOMMENDED ACTION: *Approve the Amendment.*

Administrative Analyst, Kristen Weger provided a staff report and Director of Development Services and Administration, Alex Gonzalez provided additional information. Both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., TO PREPARE 30% PRELIMINARY DESIGN FOR MULTI-BENEFIT STORMWATER CAPTURE PROJECTS FOR UPPER SAN GABRIEL RIVER ENHANCED WATERSHED MANAGEMENT PROGRAM, CONTRACT NO. 2017-1002 IN AN AMOUNT NOT-TO-EXCEED $680,000.00 FROM SEPTEMBER 14, 2017 TO SEPTEMBER 14, 2019

RECOMMENDED ACTION: *Approve the Agreement.*

Administrative Analyst, Kristen Weger provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.4 CONSIDERATION OF AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC., FOR LANDFILL OPERATION, MONITORING AND MAINTENANCE CONSULTING SERVICES FROM OCTOBER 13, 2017 TO DECEMBER 31, 2017

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Development Services and Administration, Alex Gonzalez provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.5 CONSIDERATION OF CHANGE ORDER NO. 1 FOR CONTRACT NO. CITY-1008, LED LIGHTING UPGRADE AND WATER CLOSET REPLACEMENT FOR THE CITY HALL BUILDING LOCATED AT 15625 EAST STAFFORD STREET WITH ALL AMERICAN CONTRACTING CORPORATION, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND APPROPRIATE $14,535.00 FROM THE 2015 SALES TAX REVENUE BOND PROCEEDS

RECOMMENDED ACTION: *Approve the Change Order.*

Director of Development Services and Administration, Alex Gonzalez provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE CHANGE ORDER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.6 UPDATE ON THE EXPO CENTER AND INDUSTRY HILLS PROJECT IMPROVEMENTS

RECOMMENDED ACTION: *Receive and file.*

City Engineer, Roberto Ramirez with Cordoba Corporation, provided a staff report and slide presentation to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

Chief Deputy City Clerk Schlichting announced there was a need for Closed Session as follows:

10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):
Three Cases

Mayor Radecki recessed the meeting into Closed Session at 9:40 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:35 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, the City Council provided direction to the City Attorney, and took no reportable action. Nothing further to report at this time.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:36 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CHIEF DEPUTY CITY CLERK

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Abraham N. Cruz, Council Member
Newell W. Ruggles, Council Member

ABSENT: Catherine Marcucci, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Diane M. Schlichting, Chief Deputy City Clerk; Alex Gonzalez, Director of Development Services and Administration; and Troy Helling, Senior Planner.

City Attorney Casso, requested that the Council allow an additional item (Item No. 10.2) be added to Closed Session on today's agenda. The existing litigation for Case: Sincere Orient Commercial Corps., v City of Industry (Case No. 2:17-cv-04755-PSG RAO) was brought to the attention of the Attorney's office after the agenda had been posted.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADD ITEM NO. 10.2, TO CLOSED SESSION. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

PUBLIC COMMENTS

Elizabeth Calciano, Assistant City Attorney for the City of Chino Hills, spoke of the city's objection to approve the ratification of the Purchase and Sale Agreement for the Tres Hermanos Ranch.

CONSENT CALENDAR

CONSIDERATION OF REGISTER OF DEMANDS FOR SEPTEMBER 28, 2017

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Official to pay the bills.

CONSIDERATION FOR THE CITY MANAGER TO BEGIN DISCUSSIONS WITH LOS ANGELES COUNTY PARKS AND RECREATION REGARDING THE POSSIBLE ONGOING MANAGEMENT AND OPERATION OF RECREATIONAL AND OPEN SPACE AT TRES HERMANOS

RECOMMENDED ACTION: Authorize the City Manager to begin discussions with Los Angeles County Parks and Recreation.

CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE DOLPHIN GROUP TO REFLECT A NAME CHANGE TO ELEVATE PUBLIC AFFAIRS, LLC

RECOMMENDED ACTION: Approve the Amendment.

Mayor Radecki recused himself from check number 67233 from item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 67233 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 67193 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING THEMSELVES FROM CHECK NUMBER 67233 ON ITEM 1 (REGISTER OF DEMANDS), AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 67193 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

ACTION ITEMS

6.1 RATIFICATION OF THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR TRES HERMANOS RANCH (THE "PSA") BY AND BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY, INCORPORATING THE TERMS AND CONDITIONS IN THE PSA AS SET FORTH IN OVERSIGHT BOARD RESOLUTION NO. OB 2017-05

RECOMMENDED ACTION: Ratify the Agreement, incorporating the terms and conditions set forth in Oversight Board Resolution No. OB 2017-05.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO RATIFY THE AGREEMENT, INCORPORATING THE TERMS AND CONDITIONS SET FORTH IN OVERSIGHT BOARD RESOLUTION NO. OB 2017-05. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.2 CONSIDERATION OF PROPOSITION A ASSIGNMENT AGREEMENT BETWEEN THE CITY OF LA VERNE AND THE CITY OF INDUSTRY FOR THE EXCHANGE OF PROP A FUNDS

RECOMMENDED ACTION: *Approve the Agreement.*

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE SERVICE AGREEMENT WITH ADVANCED DISCOVERY FOR DOCUMENT MANAGEMENT SERVICES

RECOMMENDED ACTION: *Approve the Amendment.*

City Attorney, James M. Casso, provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.4 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARTEGRAPH, INC., FOR WORK ORDER GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

RECOMMENDED ACTION: *Approve the Amendment.*

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.5 CONSIDERATION OF NOTICE OF COMPLETION FOR CONTRACT NO. 2017-1008, LED LIGHTING UPGRADE AND WATER CLOSET REPLACEMENT AT CITY OF INDUSTRY CITY HALL, LOCATED AT 15625 EAST STAFFORD STREET, WITH ALL AMERICAN CONTRACTING CORPORATION, AND AUTHORIZE THE CITY ENGINEER TO EXECUTE THE NOTICE OF COMPLETION

RECOMMENDED ACTION: Authorize the City Engineer to execute the Notice of Completion.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO AUTHORIZE THE CITY ENGINEER TO EXECUTE THE NOTICE OF COMPLETION. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

6.6 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF PUBLIC BIDS FOR CONTRACT NO. CITY-1444, BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS, FOR AN ESTIMATED COST OF $240,000.00

RECOMMENDED ACTION: Approve the plans and specifications, and authorize the advertising and receipt of electronic bids.

Director of Development Services and Administration, Alex Gonzalez and Roberto Ramirez, City Engineer with Cordoba Corporation provided a staff report. Both were available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE PLANS AND SPECIFICATIONS, AND AUTHORIZE THE ADVERTISING AND RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	MARCUCCI
ABSTAIN:	COUNCIL MEMBERS:	NONE

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

Chief Deputy City Clerk Schlichting announced there was a need for Closed Session as follows:

10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):
Two (2) Potential Cases

10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Sincere Orient Commercial Corp., v City of Industry, et al
United States District Court, Central District
Case No. 2:17–cv04755-PSG RAO

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:06 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 9:14 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, and 10.2, direction was given to the City Attorney's Office, no final action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:15 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CHIEF DEPUTY CITY CLERK

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

ABSENT: Abraham Cruz, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There was none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 14, 2019

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

5.2 CONSIDERATION OF THE MINUTES OF THE FEBRUARY 8, 2018 REGULAR MEETING, SEPTEMBER 26, 2019 REGULAR MEETING, OCTOBER 10, 2019 REGULAR MEETING, AND OCTOBER 24, 2019 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

5.3 CONSIDERATION OF A SUPPLEMENTAL PIPELINE CROSSING AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR AN UNDERGROUND SEWER PIPELINE IN CONJUNCTION WITH THE INDUSTRY BUSINESS CENTER PROJECT (IBC-0384/MP 99-31 #16)

RECOMMENDED ACTION: *Approve the Agreement.*

5.4 CONSIDERATION OF A NOTICE OF COMPLETION FOR DESIGN-BUILD SERVICES FOR EMERGENCY STANDBY POWER GENERATOR AT CITY HALL (PROJECT NO. CIP-CC18-003-B) WITH MASTEK, INC. (CONTRACT NO. 2017-1004)

RECOMMENDED ACTION: *Authorize the City Engineer to execute the Notice of Completion*

Council Member Radecki recused himself from check number 72418 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 72418 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	CRUZ
ABSTAIN	COUNCIL MEMBERS:	NONE

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2019-57 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2019-55 AND AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

RECOMENDED ACTION: *Adopt Resolution No. CC 2019-57.*

City Manager, Troy Helling, provided a staff report with a hand-out and indicated that the state asked for these revisions to resolution No. CC 2019-55, in regards to a tax dispute.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-57. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	CRUZ
ABSTAIN	COUNCIL MEMBERS:	NONE

6.2 CONSIDERATION OF RESOLUTION NO. CC 2019-56 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT SUCCESS THROUGH AWARENESS AND RESISTANCE (STAR) PROGRAM IN THE AMOUNT OF $6,454.56

RECOMMENDED ACTION: *Adopt Resolution No. CC 2019-56.*

Sam Pedroza, Public Affairs Manager, provided a staff report to the Council and introduced Deputy Romero who explained the STAR Program. The program empowers young students at three local schools, Saint Joseph, Saint Martha's and Saint Louis of France, which provides eight lessons that focus on life skills, drug education, bulling, and internet safety.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2019-56. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	CRUZ
ABSTAIN	COUNCIL MEMBERS:	NONE

6.3 CONSIDERATION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS BETWEEN THE CITY AND BURKE WILLIAMS & SORENSEN LLP

RECOMENDED ACTION: *Approve the Settlement Agreement.*

City Manager, Troy Helling, provided a staff report and explained that the parties attended mediation and agreed to settle all claims and mutually release each other. As part of the settlement, BWS will pay the City $800,000.00. The City will dismiss its lawsuit against BWS with prejudice.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE SETTLEMENT AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	CRUZ
ABSTAIN	COUNCIL MEMBERS:	NONE

6.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH ROWLAND WATER DISTRICT, FOR ACCESS TO ASSESSOR'S PARCEL NO. 8264-026-902 LOCATED AT THE NORTHEAST CORNER OF ANAHEIM-PUENTE ROAD AND ARENTH AVENUE FOR TEMPORARY STAGING OF CONSTRUCTION MATERIALS AND EQUIPMENT

RECOMENDED ACTION: *Approve Amendment No. 1.*

Kathy Tai, Development Services Manager, provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE AMENDMENT NO. 1. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	CRUZ
ABSTAIN	COUNCIL MEMBERS:	NONE

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Pro Tem Marcucci attended the Red Bucket House Rescue event and shared with the Council the plaque that was provided to the City for its donation.

Mayor Moss spoke about the touching event for the Land of the Free Golf Tournament honoring Military personnel.

City Attorney Casso said that under the Brown Act he was obligated to report, the settlement of the Cabrera lawsuit regarding ADA violations, has been dismissed. Both parties signed a waiver, the City will pay Cabrera $15,000.00, and she will dismiss her case with the City. Should Cabrera have any future ADA compliance/bus stop issues, she will notify and allow the City a period of time to correct the alleged violation. Should the City fail to comply, she then will be able to file a complaint.

CLOSED SESSION

City Clerk Robles announced there was a need for Closed Session as follows:

10.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property:	13001 Temple Ave, City of Industry, CA, also known as Assessor's Parcel Number 8564-007-008
Agency Negotiators:	James M. Casso, City Attorney Joshua Nelson, City Engineer
Negotiating Parties:	Yang Yang, an individual
Under Negotiation:	Price and terms of payment

10.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Two potential cases

Mayor Moss recessed the meeting into Closed Session at 9:20 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Moss reconvened the meeting at 10:23 a.m. All members of the City Council were present except for Council Member Cruz.

City Attorney Casso reported out of Closed Session.

Regarding Item No. 10.1 direction was given to City Attorney's office and City Engineer, no final action taken.

Regarding Item No. 10.2, direction was given to City Attorney's office and City Manager, no final action taken.

Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:24 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager

STAFF: Bing Hyun, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Consideration of Amendment No. 2 to the Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., for on-call maintenance services to extend the term to December 31, 2020

Background:

On May 24, 2018, the City Council approved a Maintenance Agreement ("Agreement") with SureTeck Industrial and Commercial Services, Inc. ("SureTeck"), for on-call maintenance services, from May 24, 2018 to May 24, 2019, in the amount of $150,000.00. On May 23, 2019, Amendment No. 1 was approved to extend the term of the Agreement to December 31, 2019. The company provides plumbing, electrical repairs, installation of fixtures, and general repair services at City Hall and various City-owned properties.

Discussion:

City Staff has been working on issuing a Request for Qualifications ("RFQ") to establish a bench list of companies that can work on various maintenance-related requests including plumbing, electrical, HVAC, tree, and general maintenance services throughout the City. This process has taken longer than anticipated. Staff is requesting the City Council approve Amendment No 2 to the Agreement to extend the term through December 31, 2020, thereby permitting sufficient time to complete the procurement process and avoid a lapse in service.

Fiscal Impact:

No fiscal impact.

Recommendation:

1.) Approve Amendment No. 2 with SureTeck Industrial and Commercial Services, Inc., extending the term to December 31, 2020.

Exhibit:

A. Amendment No. 2 with SureTeck Industrial and Commercial Services, Inc., dated December 12, 2019

TH/BH:yp

EXHIBIT A

Amendment No. 2 with SureTeck Industrial and Commercial Services, Inc., dated December 12, 2019

[Attached]

AMENDMENT NO. 2
TO MAINTENANCE SERVICES AGREEMENT
WITH SURETECK INDUSTRIAL AND COMMERICAL SERVICES, INC.

This Amendment No. 2 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 12th day of December, 2019, ("Effective Date") by and between the City of Industry, a municipal corporation ("City") and SureTeck Industrial and Commercial Services, Inc. ("SureTeck"), a California Corporation. The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on or about May 24, 2018, the Agreement was entered into and executed between the City and Consultant to provide on-call maintenance services; and

WHEREAS, on or about May 23, 2019, City Council approved Amendment No. 1 extending the term to December 31, 2019; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to December 31, 2020 to continue on-call maintenance services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1. TERM
The first sentence of Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

Section 15. NOTICES
The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Cory C. Moss, Mayor

"CONSULTANT"
SureTeck Industrial and Commercial Services, Inc.

By: _____
Gino Garcia, CEO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Director of Public Works/City Engineer
Sean Calvillo, Project Manager, CNC Engineering SC

DATE: December 12, 2019

SUBJECT: Consideration of approval of the Sewer System Management Plan and Notice of Exemption regarding same

---

Background:

Under the City's current NPDES Permit, the State Water Board issued WDR Order No. 2006-0003, adopted on May 2, 2006, which mandated that public agencies owning or maintaining sewer lines develop and implement a Sewer System Management Plan ("SSMP"). The SSMP in final form and implementation is intended to minimize future sewer system overflows in the City, thereby reducing water quality issues that could pose serious health and safety issues. Although the City relies on the Sewer Maintenance Division of the Los Angeles County Department of Public Works for all operation and maintenance activities of the City's sewer collection system, the City is still required to adopt its own SSMP.

The City's original SSMP was adopted by the Council in 2009 and the current SSMP was approved in 2014. The City is required to update the SSMP every five years and recertify the Plan. The City's SSMP has been updated with the assistance of the Los Angeles County Department of Public Works.

Discussion:

Staff worked with Los Angeles County Consolidated Sewer Maintenance District ("CSMD") on updating the Sewer System Management Plan for 2019. Upon City Council approval, the SSMP will be implemented. There were no major updates to the City's SSMP. The goal of the SSMP is to ensure that the City's sewer system is cost effective, well managed, operated and maintained in order to reduce sanitary sewer overflows and protect public health and the environment. The SSMP covers topics that include the City's legal authority to regulate the sewer system and its users, establish an operation and maintenance program, provide design and performance guidelines, execute an overflow emergency response plan, enforce a fat, oil and grease control program, provide a monitoring program and provide public access to the SSMP.

City staff has determined that this project is subject to review under the California Environmental Quality Act ("CEQA"), however, it is exempt pursuant to Section 15308 of the CEQA Guidelines, and Section 15301. As set forth above, the Los Angeles County Department of Public Works is responsible for all operation and maintenance activities of the City's sewer collection system. The City is not responsible for any operation, maintenance or construction activities related to the system. Further, the plan does not explicitly commit the City to future construction or maintenance activities. Pursuant to Section 15308 of the CEQA Guidelines, actions taken by regulatory agencies to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, are exempt from CEQA. Under the instant circumstances, the SSMP is mandated by the State Water Board to minimize future sewer system overflows in the City, thereby reducing water quality issues that could pose serious health and safety issues. Given that the SSMP is adopted for the purpose of protecting the environment, it is exempt under Section 15308. Further, because the SSMP applies to an existing sanitary collection system, and its implementation may result in the repair or replacement of existing systems involving negligible or no expansion of capacity, the SSMP is exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines. Based on the foregoing, Staff is recommending that the City Council adopt a Notice of Exemption for the Sewer System Management Plan.

Fiscal Impact:

There is no fiscal impact associated with the 2019 Sewer System Management Plan update.

Recommendation:

Staff recommends the City Council approve the 2019 Sewer System Management Plan, adopt a Notice of Exemption for the Plan and permit the Director of Public Works/City Engineer to make minor revisions to the Plan as necessary.

Exhibits:

A. 2019 Sewer System Management Plan
B. Notice of Exemption dated December 12, 2019

TH/JN/SC:jf

EXHIBIT A

2019 Sewer System Management Plan

[Attached]

CITY OF INDUSTRY
SEWER SYSTEM MANAGEMENT PLAN

2019

TABLE OF CONTENTS

PAGE

INTRODUCTION 1

CHAPTER 1 – GOALS AND ACTIONS
- 1.1 Goals 2
- 1.2 Actions 2

CHAPTER 2 – DESCRIPTION OF THE ORGANIZATION
- 2.1 Management 3
- 2.2 Authorized Representative 3
- 2.3 Organization Chart and Responsibilities 3
  - 2.3.1a City of Industry Organization Chart for Sanitary Sewer System Management 4
  - 2.3.1b Sewer Maintenance Districts Organization Chart 5
  - 2.3.1c Names and Telephone Numbers from the Organization Chart 6
  - 2.3.2 Description of Responsibilities 8
  - 2.3.3 City of Industry Divisions/Departments and Other Agencies 9
  - 2.3.4 Chain of Communication for Sanitary Sewer Overflow Reporting 10
  - 2.3.4a Sanitary Sewer Overflow Reporting Procedures Flow Chart 11
  - 2.3.5 Contact Directory for Sanitary Sewer Overflow Responding and Reporting 12

CHAPTER 3 – LEGAL AUTHORITY
- 3.1 Legal Authority 13
  - 3.1.1 Legal Authority to Prevent Illicit Discharges into the Sanitary Sewer System 13
  - 3.1.2 Legal Authority to Require that Sewers and Connections be Properly Designed and Constructed 14
  - 3.1.3 Legal Authority to Ensure Access for Maintenance, Inspection, or Repairs 14
  - 3.1.4 Legal Authority Limiting the Discharge of Fat, Oil, and Grease and Other Debris that May Cause Blockage 14
  - 3.1.5 Legal Authority to Enforce any Violation of Sewer Ordinances 15

CHAPTER 4 – OPERATION AND MAINTENANCE PROGRAM

4.1 Preventive Maintenance Program 16
4.1.1 Sewer Line and Manhole Inspection 16
4.1.2 Gas Trap Manholes and Siphons 16
4.1.3 Drop Manholes 16
4.1.4 Sewer Line Cleaning 17
4.1.5 Vermin and Rodent Control 17
4.1.6 Sewage Pump Stations 17
4.1.7 Work Schedules 17
4.1.8 City of Industry Sewer Mapping System 17
4.2 Rehabilitation and Replacement Plan 17
4.2.1 Accumulative Capital Outlay Program of the Consolidated Sewer Maintenance District 18
4.2.2 Condition Assessment Program 18
4.3 Equipment Maintenance and Replacement Policy 19
4.4 Training for Field Operations Personnel and Contractors 19

CHAPTER 5 – DESIGN AND PERFORMANCE PROVISION

5.1 Design and Construction Standards and Specifications 20
5.2 Procedures and Standards for Inspection and Testing of New and Rehabilitated Collection Sewer Facilities 20

CHAPTER 6 – OVERFLOW EMERGENCY RESPONSE PLAN

6.1 Overflow Response Procedure 21
6.1.1 Regulatory Agencies Notification and Time Frame 21
6.1.1a Regulatory Agencies Notification and Time Frame Table . 22
6.1.1b Agency Telephone Numbers 23
6.1.2 Procedure to Ensure that Staff and Contractors are Aware and Appropriately Trained to Follow the Emergency Response Plan 24
6.1.3 Procedure to Address Emergency Operations such as Crowd Control and Other Necessary Response Activities 24
6.1.4 Program to Eliminate or Minimize the Discharge of Sanitary Sewer Overflows into Surface Water 24

CHAPTER 7 – FAT, OIL, AND GREASE CONTROL PROGRAM

7.1 Public Education Outreach Program 25
7.2 Disposal Methods for Fat, Oil, and Grease Generated within the City of Industry' Sanitary Sewer System 25
7.3 Legal Authority to Prohibit Discharges to the System and Identify Measures to Prevent Sanitary Sewer Overflows and Blockages Caused by Fat, Oil, and Grease 25
7.4 Requirement to Install Grease-Removal Devices, Design Standards for Grease-Removal Devices, Maintenance Requirements, Best Management Practices Requirements, Recordkeeping, and Reporting Requirements 25
7.5 Authority to Inspect Grease-Producing Facilities, Enforcement Authorities, and Evidence of Adequate Staffing to Inspect and Enforce the Fat, Oil, and Grease Ordinance 26
7.6 Cleaning Schedule for Identified Fat, Oil, and Grease-Prone Sewer Segments 26

CHAPTER 8 – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

8.1 System Evaluation and Capacity Assurance Plan 27
8.2 Adequate Capacity and Correct Design 27
8.3 Capacity Enhancement Plan 27

CHAPTER 9 – MONITORING, MEASUREMENT, AND MODIFICATION PROGRAM

9.1 Monitoring 28
9.2 Sewer System Management Plan Program Effectiveness Evaluation 28
9.3 Program Modification 28
9.4 Sanitary Sewer Overflow Location Mapping and Trends 28

CHAPTER 10 – SEWER SYSTEM MANAGEMENT PLAN PROGRAM AUDIT AND CERTIFICATION

10.1 Sewer System Management Plan Program Audit 29
10.2 Sewer System Management Plan Certification 29
10.3 Sewer System Management Plan Modification and Recertification 29

CHAPTER 11 – COMMUNICATION AND SEWER SYSTEM MANAGEMENT PLAN AVAILABILITY

11.1 Communication 30
11.2 Sewer System Management Plan Availability 30

CHAPTER 12 – CONSOLIDATED SEWER MAINTENANCE DISTRICT AND CITY OF INDUSTRY RESPONSIBILITIES UNDER THE STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS

12.1 Consolidated Sewer Maintenance District vs. City of Industry Responsibilities 31

12.2 County of Los Angeles Public Works Sewer-Related Services to the 37 Consolidated Sewer Maintenance District Cities 32

12.3 Roles of the Consolidated Sewer Maintenance District and Cities under the Statewide General Waste Discharge Requirements 33

APPENDIX

Appendix A	Waste Discharge Requirements
Appendix B	Location Map of Sewer Maintenance Districts Yards & Pump Stations
Appendix C	Inventory of Sewer Maintenance Districts Equipment
Appendix D	Inventory of City of Industry Collection Facilities
Appendix E	Condition Assessment Work Schedule
Appendix F	Sewer Maintenance Productivity Reports
Appendix G	Sanitary Sewer Overflow Data

ABBREVIATIONS/ACRONYMS

ACO	Accumulative Capital Outlay Program
CADD	Computer Aided Design and Drafting
CIWQS	California Integrated Water Quality System
CCTV	Closed-Circuit Television
CMCs	City Municipal Codes
CSMD	Consolidated Sewer Maintenance District
Districts	Sewer Maintenance Districts
FOG	Fat, Oil, and Grease
GIS	Geographic Information System
I/I	Infiltration Inflow
LACPW	County of Los Angeles Public Works
LACO TITLE 20	Los Angeles County Code Title 20 – Utilities
LACO TITLE 28	Los Angeles County Plumbing Code – Title 28
MMS	Maintenance Management System
RWQCB	Regional Water Quality Control Board
SMD	Sewer Maintenance Division
SO&M	Sewer Operation and Maintenance
SSMP	Sewer System Management Plan
SSOs	Sanitary Sewer Overflows
SU	Sewage Unit
SWRCB	State Water Resources Control Board
WDRs	Waste Discharge Requirements

DEFINITIONS

Geographical Information System (GIS) – A spatial database system that is used to capture, store, display, and analyze information which includes various layers used by government officials. Examples of information found on a GIS database include feature layers for a sewer map such as sewer pipes, sewer manholes, etc. These feature layers would include information such as the pipe diameter, pipe material, pipe condition, and last date cleaned or repaired. DPW's GIS also contains base information such as streets and parcels.

Infiltration/Inflow (I/I) – Infiltration is generally considered to be extraneous water that enters the sewer system over longer periods of time such as groundwater seepage through cracks in the sewer. Inflow is generally considered to be extraneous water that enters the system as a direct result of a rain event such as through defects in the sewer. While it is impossible to control all I/I, it is certainly desirable to reduce I/I when cost-effective.

Lateral – The portion of sewer that connects a home or business with the mainline in the street.

Stoppage – A buildup of debris in the sewer, which stops the flow of wastewater and allows the water to back up behind the stoppage, sometimes causing an overflow. Also called blockage.

Blockage – A buildup of debris in the sewer, which stops the flow of wastewater and allows the water to back up behind the stoppage, sometimes causing an overflow. Also called a stoppage.

Wastewater Collection System – All pipelines, pump stations, and other facilities upstream of the headworks of the wastewater treatment plant that transport wastewater from its source to the wastewater treatment plant.

CITY OF INDUSTRY
SEWER SYSTEM MANAGEMENT PLAN (SSMP)

INTRODUCTION

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Statewide General Waste Discharge Requirements (WDRs) and a Monitoring and Reporting Program (MRP) for sanitary sewer systems by issuing Order No. 2006-0003 and Order No. 2013-0058EXEC (revised) respectively (Appendix A). The regulations in the order were in response to growing public concern about the water quality impacts of sanitary sewer overflows (SSOs), particularly those that cause beach closures, adversely affect other bodies of water, or pose serious health and safety or nuisance problems.

Two major components of the WDRs require the following:

(1) The owners/operators of publicly owned sewer collection systems, a mile long or greater, must apply for coverage under the WDRs.

(2) The owners/operators must develop and implement a Sewer System Management Plan (SSMP) specific to the sanitary sewer system.

In accordance with the first element of the WDRs, the City of Industry (City) filed a Notice of Intent Application form with the SWRCB on October 26, 2006. The City subsequently received a Username and Password for electronic access to the California Integrated Water Quality System (CIWQS) database. Within the database-reporting program, the City completed a "collection system questionnaire" and must continually file all subsequent updates and all required SSO reporting.

In compliance with the second element, this document was prepared to meet the objectives contained in the WDRs order. The County of Los Angeles Consolidated Sewer Maintenance District (CSMD) provides operation and maintenance services for the City's sewer facilities; therefore, some components of the City's SSMP may be similar to those of the Sewer Maintenance Districts (Districts). This document is divided into 12 chapters, which closely align with the respective provisions contained in the WDRs. Every section or subsection of each chapter addresses one of the key elements of the SSMP directive.

This document, in conjunction with other existing agency programs referenced herein, constitute the City's SSMP. By implementing the procedures contained in this SSMP, the occurrence of SSOs should be minimized to the greatest extent practicable throughout the City's sanitary sewer collection system.

CHAPTER 1

GOALS AND ACTIONS

1.1 Goals

The goals of this SSMP are to ensure the following:

1. The City's sanitary sewer collection system is properly operated, maintained, and managed to reduce the frequency and severity of sanitary sewer overflows (SSOs) and their potential impacts on public health, safety, and the environment.

2. When SSOs occur, prompt action is taken to identify, contain, remove the cause, promptly report the event to appropriate regulatory authorities, and the public is adequately and timely notified

3. All SSOs, system deficiencies, and remedial actions taken are well documented.

4. The City's sewer system contractors, responders, and other agents are adequately trained and equipped to address an SSO event.

5. The City's sewer system is designed, constructed, and funded to provide adequate capacity to convey base and peak flows while meeting or exceeding applicable regulations, laws, and the generally accepted practices relative to sanitary sewer system operation and maintenance.

1.2 Actions

The actions to be taken to satisfy the SSMP are as follows:

1. Conduct a planned and scheduled maintenance program that will minimize the risk and occurrence of SSOs, in support of the SSMP goals.

2. When SSOs do occur, respond to the reported site in a timely manner and undertake feasible remedial actions to contain the overflow impacts, including stopping the flow from reaching the storm drain, if possible.

3. Stop the overflow as soon as possible and limit public access to the overflow area to prevent public contact with any wastewater contamination.

4. Completely recover the overflow and return it to the sewer system and then clean up the contaminated area.

5. Gather and compile all pertinent information regarding the overflow event, investigate as necessary to determine probable cause, document findings,

report to the appropriate regulatory agencies in a timely manner, and file the completed report.

CHAPTER 2

DESCRIPTION OF THE ORGANIZATION

2.1 Management

The City's Public Works Department manages the sanitary sewer collection system, which serves 440 residents (2017 California Department of Finance Estimate), a daily population of over 60,000 people and consists of about 48 miles of gravity sewer lines. The City's local sewers discharge into the Sanitation Districts of Los Angeles County facilities for conveyance, treatment, and disposal.

The City is responsible for the budgeted management positions directly involved in sewer system responsibilities. The field operation and maintenance services are fulfilled by utilizing the services provided by the CSMD, which is managed by the County of Los Angeles Public Works (LACPW). The distribution of the City's personnel and the contracted services are depicted in the organization chart presented in Section 2.3.1.a of this plan.

These personnel, in collaboration with LACPW personnel, administer the City's sewer collection system operation, provide engineering evaluation of proposed and existing sewer facilities, administer preventive maintenance and sewer construction programs, and oversee the maintenance of sewer collection system facilities and related records and plans.

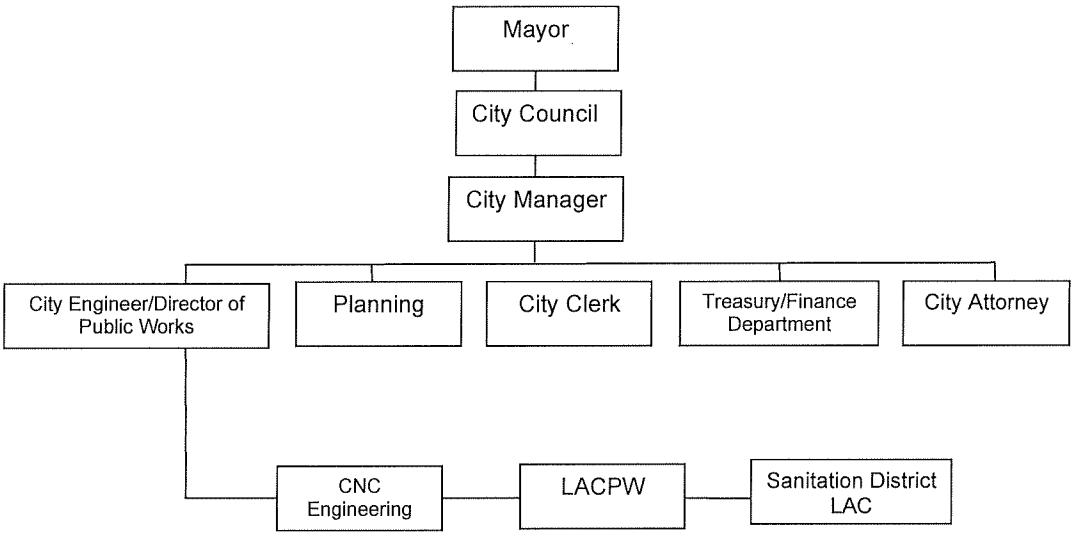
2.2 Authorized Representative

The City Manager and the Assistant City Manager, in concert with designated LACPW staff, are the authorized representatives responsible for the execution of compliance actions required under the WDRs. This includes, but is not limited to, execution and certification of all reports and correspondence as required under the Order.

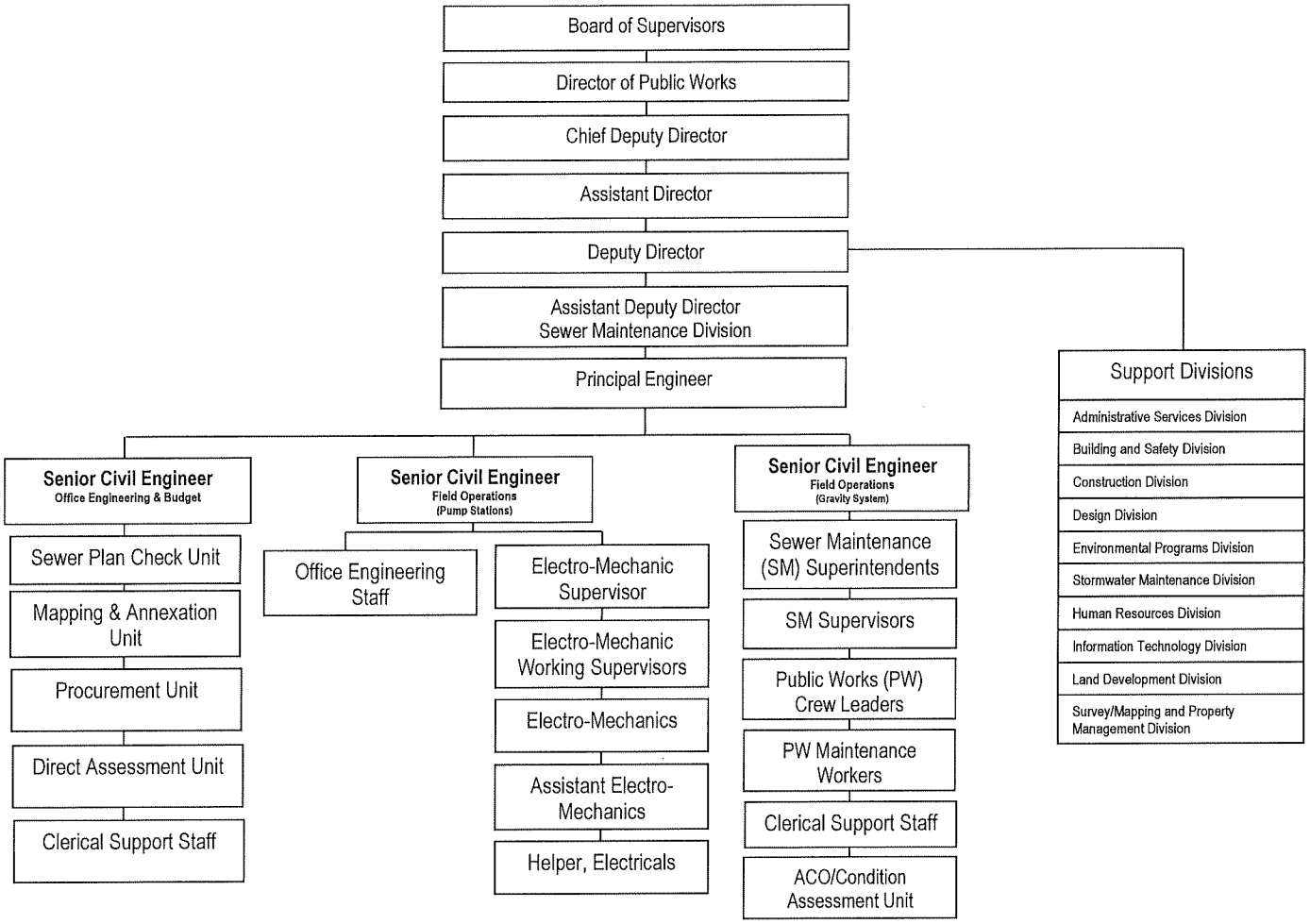
2.3 Organization Chart and Responsibilities

The organization chart showing the structure and relationship of the City and LACPW administrative, management, and field positions relative to Sewer Operation and Maintenance (SO&M) is presented in Sections 2.3.1.a, 2.3.1.b, and 2.3.1.c, respectively, and the descriptions of responsibilities and support are presented in Sections 2.3.2 and 2.3.3.

2.3.1.a City of Industry Organization Chart for Sanitary Sewer System Management



2.3.1.b Los Angeles County Sewer Maintenance Division Organization Chart



2.3.1.c ORGANIZATIONAL CHART WITH NAMES AND PHONE NUMBERS

INDUSTRY

Name	Title	Telephone Number
Troy Helling	City Manager	(626) 333-2211
Cory Moss	Mayor	(626) 333-2211
Catherine Marcucci	Mayor Pro Tem	(626) 333-2211
Mark Radecki	Council Member	(626) 333-2211
Newell Ruggles	Council Member	(626) 333-2211
Abraham Cruz	Council Member	(626) 333-2211
Joshua Nelson, P.E.	City Engineer	(626) 333-2211
Bing Hyun	Assistant City Manager	(626) 333-2211
Julie Gutierrez-Robles	City Clerk	(626) 333-2211
Elise Calvo	City Treasurer	(626) 333-2211
James M. Casso	City Attorney	(626) 269-2980
Dina Lomeli	Contract City Planning Dept	(626) 333-2211
Sean Calvillo, P.E.	CNC Engineering	(626) 333-0336

SEWER MAINTENANCE DISTRICTS

Board of Supervisors		
Hilda L. Solis	Supervisor, First District	(213) 974-4111
Mark Ridley-Thomas	Supervisor, Second District	(213) 974-2222
Sheila Kuehl	Supervisor, Third District	(213) 974-3333
Janice Hahn	Supervisor, Fourth District	(213) 974-4444
Kathryn Barger	Supervisor, Fifth District	(213) 974-5555
Public Works		
Mark Pestrella	Director	(626) 458-4002
VACANT	Chief Deputy Director	(626) 458-4001
Shari Afshari	Deputy Director	(626) 458-4008
Sewer Maintenance Division		
Bill J. Winter	Assistant Deputy Director	(626) 300-3304
Martin Moreno	Principal Engineer	(626) 300-3312
Clerical Support Staff		
Violeta Roldan	Senior Secretary IV	(626) 300-3309
(Office Engineering & Budget)		
Nicholas Agbobu	Senior Civil Engineer	(626) 300-3382
Sewer Plan Check Unit		
Sandra Medina	Associate Civil Engineer	(626) 300-3363
Mapping & Annexation Unit		
Julie Zhu	Supervising Geographic Information System Technician	(626) 300-3366
Procurement		
Kathy Wang	Financial Specialist III	(626) 300-3322
Direct Assessment Unit		
Linh La	Staff Assistant II	(626) 300-3340
Accumulative Capital Outlay/Condition Assessment Unit		
Alex Villarama	Civil Engineer	(626) 300-3374
(Field Operations – Pump Stations)		
Jeff Bouse	Senior Civil Engineer	(626) 300-3373
Kari Eskridge	Civil Engineer	(626) 300-3390
Mark Ramirez	Electro-Mechanic Supervisor	(626) 300-4682
Electro-Mechanics		
East/Central		
George Modlin	EM Working Supervisor	(626) 446-3271 (562) 941-7011
East/Central	Electro-Mechanics	(626) 446-3271
East/Central	Assistant Electro-Mechanics	(562) 941-7011
North		
Alfredo Duran	EM Working Supervisor	(661) 222-2569
North/West	Electro-Mechanics	(661) 222-2569
North/West	Assistant Electro-Mechanics	(661) 942-6042
North/West	Helper, Electricals	(661) 942-6042
South		
William Martinez	EM Working Supervisor	(323) 233-2015
South	Electro-Mechanics	(323) 233-2015
South	Assistant Electro-Mechanics	(323) 233-2015
Field Operations – Gravity System		
Robert Swartz	Senior Civil Engineer	(626) 300-3367
Gohar Tsolakyan	Staff Assistant II	(626) 300-3325
Field Offices		
Central		
Mike Garcia	SM Superintendent	(562) 941-7011
Juan Alonso	SM Supervisor	(562) 941-7011
Isaac Leal	SM Supervisor	(562) 941-7011
Central	PW Crew Leaders	(562) 941-7011
Central	PW Maintenance Workers	(562) 941-7011
Central	PW Laborers	(562) 941-7011
Central	Bricklayer	(562) 941-7011
Central	Sr. Equipment Maintenance Worker	(562) 941-7011
Willa Mar	Intermediate Typist-Clerk	(562) 941-7011
Susan Carmona	Senior Typist-Clerk	(562) 941-7011
East		
James Pryor	SM Superintendent	(626) 446-5227
Jim Vives	SM Supervisor	(626) 446-5227
Chris Peña	SM Supervisor	(626) 446-5227
East	PW Crew Leaders	(626) 446-5227
East	PW Maintenance Workers	(626) 446-5227
East	PW Laborers	(626) 446-5227
East	Bricklayer	(626) 446-5227
East	Sr. Equipment Maint. Worker	(626) 446-5227
Chris Pussman	Senior Typist-Clerk	(626) 446-5227
Zamir Zyada	Intermediate Clerk	(626) 446-5227
South		
Paul Bradford	SM Superintendent	(323) 233-3330
Anthony Gardiner	SM Supervisor	(323) 233-3330
Capice Simms	SM Supervisor	(323) 233-3330
South	PW Crew Leaders	(323) 233-3330
South	PW Maintenance Workers	(323) 233-3330
South	PW Laborers	(323) 233-3330
South	Bricklayer	(323) 233-3330
South	Sr. Equipment Maintenance Worker	(323) 233-3330
Spencer Cottrell	Intermediate Clerk	(323) 233-3330
Marilyn Lamar	Intermediate Typist-Clerk	(323) 233-3330
North		
Tim Bohannon	SM Superintendent	(661) 942-6042
Deroald Dolittle	SM Supervisor	(661) 942-6042
North	PW Maintenance Workers	(661) 942-6042
North	PW Laborers	(661) 942-6042
North	Bricklayer	(661) 942-6042
North	Sr. Equipment Maintenance Worker	(661) 942-6042
Anita Carver	Senior Typist-Clerk	(661) 942-6042
Santa Clarita		
Tim Bohannon	SM Superintendent	(661) 942-6042
Jesse Cisneros	SM Supervisor	(661) 222-2569
Santa Clarita	PW Maintenance Workers	(661) 222-2569
Santa Clarita	PW Laborers	(661) 222-2569
Support Divisions		
Administrative Services Division		
Alma D. Martinez	Admin Deputy Director	(626) 458-4078
Building and Safety Division		
Hassan Alameddine	Asst. Deputy Director	(626) 458-6385
Construction Division		
Steve Burger	Asst. Deputy Director	(626) 458-3100
Design Division		
Hector Bordas	Asst. Deputy Director	(626) 458-7800
Environmental Division		
Coby Skye	Asst. Deputy Director	(626) 458-3500
Stormwater Maintenance Division		
VACANT	Asst. Deputy Director	(626) 458-4145
Human Resources Division		
Jeff Howard	Division Chief	(626) 458-2100
Information Technology Division		
Patrick Anderson	Division Chief	(626) 458-4108
Land Development Division		
Anthony Nyivih	Asst. Deputy Director	(626) 458-4900
Survey/Mapping & Property Management Division		
James T Sparks	Asst. Deputy Director	(626) 458-7000

2.3.2 Description of Responsibilities

The description of responsibilities or roles of each position, as related to SSOs, are as follows:

- City Council – Responsible for establishing new and amending existing ordinances and policies governing the municipal operations and the operation of the City's sanitary sewer system, including the approvals of all SO&M contracts and agreements, to protect the community's interest.

- City Manager – Responsible for the overall management and application of all legal and policy directives that relate to the City's activities, including the operation and maintenance of the City's sanitary sewer system.

- Director of Public Works/City Engineer – Implements City policy within the scope of the City Council's direction and legal requirements, directs policy execution, and evaluates work accomplished by the City. Assists with the development and enactment of new ordinances; and directs the enforcement of Plumbing Codes involving illegal connections, upkeep of sewer laterals, and the design and construction of new and rehabilitation of existing sewer collection systems.

- As necessary, the Director of Public Works/City Engineer manages or performs the following duties:

    - Directs emergency sewer repair activities, special studies, investigations, and reports concerning the City's sewer infrastructure.

    - Directs studies, investigations, and the preparation of reports, budget, and contractual agreements with other organizations for the City's sewer system.

    - Oversees office engineering, clerical, and field operation and maintenance staff.

- The Director of Public Works/City Engineer will have authority to make future revisions to this SSMP as this plan is an evolving document subject to future field conditions. However, if the revisions to the SSMP are significant, the updated document will be brought to the City Council for approval.

2.3.3 City Divisions/Departments and Other Agencies

Other Departments or Divisions within the City and specific contracted services, including L.A. County, are currently and will continue to be responsible for carrying out some of the compliance actions called for by the WDRs for the City. The key support units and their responsibilities are described below:

- Administrative Services Department (L.A. County) – Responsible for procuring equipment and as-needed contract services for emergency sewer repair projects; printing and mailing of public education outreach program materials; procuring materials and supplies needed for the day-to-day operation and maintenance activities; accounting services; and training of personnel. Also responsible for investigating SSO-related claims and litigations against the City.

- Building and Safety Division (L.A. County) – Responsible for reviewing various building permit applications, their relationship to public easements and facilities, and issuing permits for sewer connections. Also, the enforcement of Plumbing Codes involving proper connection and discharge into the public sewer system and the property owner's maintenance of their respective sewer laterals between the structure served and the public mainline sewer.

- Construction Division (L.A. County) – Responsible for administrating the City's sewer rehabilitation and reconstruction contracts and emergency sewer repair projects when requested by the City.

- Sanitation Districts of Los Angeles County - Responsible for the City's Industrial Waste Program and for enforcing the Fat, Oil, and Grease Program (FOG), including source control and grease-generating facilities.

- Stormwater Maintenance Division (L.A. County) – Assists the City in tracing, containing, and cleaning up SSOs that reach a storm drain system.

- LACPW – Sewer Maintenance Division provide critical services to the City to address the mandates of the WDRs. Sewer Maintenance Division is responsible for operational maintenance services of the City's sewer collection system, including cleaning, closed-circuit television (CCTV) inspection, manhole inspection, and repairs.

- County of Los Angeles Fire Department – Responsible for assisting with protecting the public in the event of an SSO that expands into high-use public travel ways and/or those that reach storm drains or water courses and spread the effect of public risk to health and safety impacts.

- County of Los Angeles Sheriff's Department – Responsible for operating the Emergency Operation Center for the entire City, including handling after-hour service calls reporting SSOs, pump station malfunction calls, and forwarding those reports to the LACPW.

- CNC Engineering

    - Directly assists the City in preparing studies, investigations and reports, and review of budget and contractual agreements with other organizations.

    - Responsible for subdivision plan checks to ensure compliance with the Department's standards for construction of new sewer collection systems. CNC checks sewer-capacity studies to size proposed SMDs lines and sets requirements to ensure adequate capacity in existing systems.

    - Responsible for the processing of access easement documents and procuring easements for public sewer facilities located in private properties. Also assists in investigating SSO-related claims and litigations against the City.

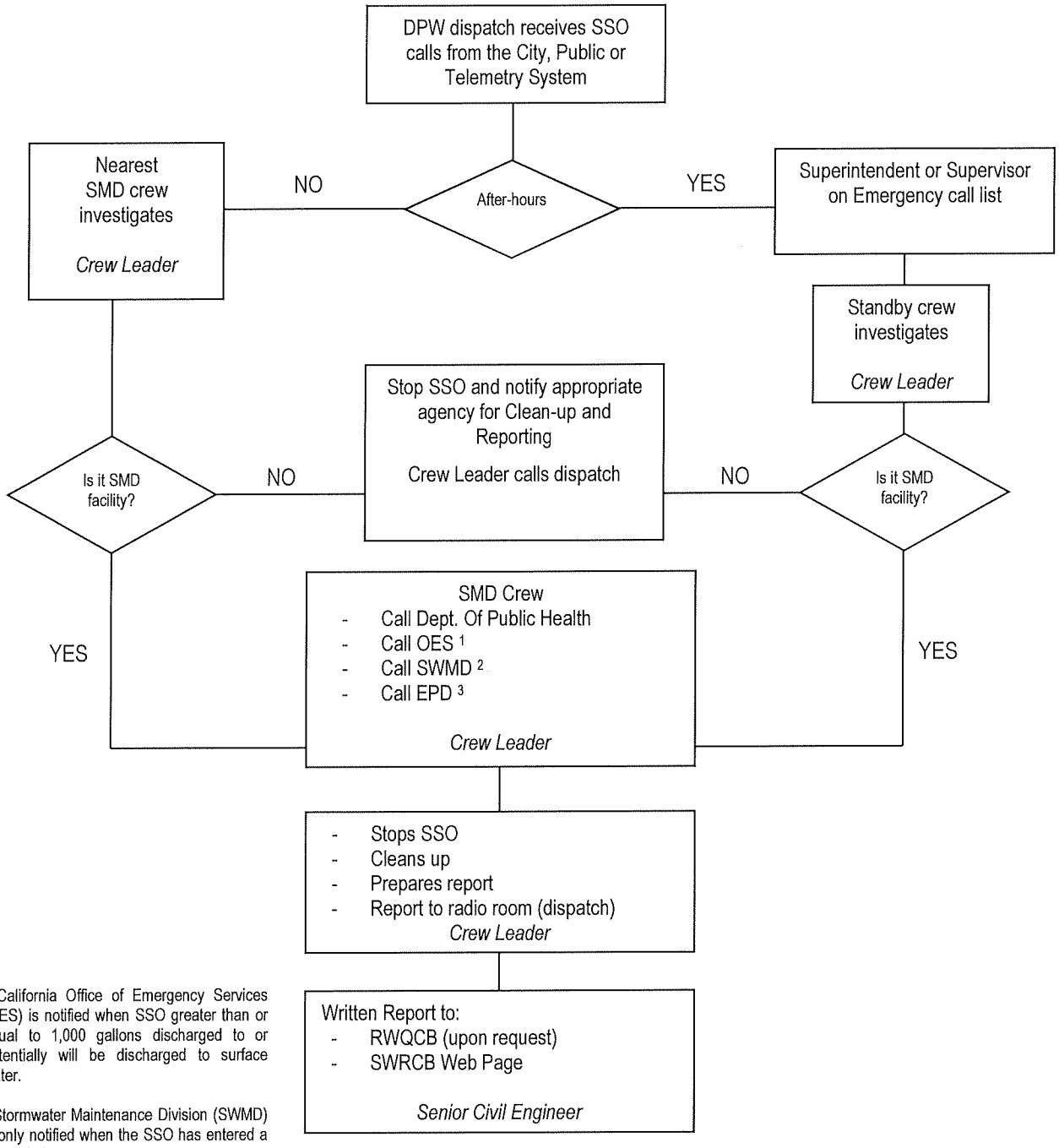
    - Prepares or directs emergency repair activities, special studies, and investigations and reports concerning the City's sewer infrastructure.

    - Oversees office engineering, clerical, field inspection, field operation, and maintenance staff on behalf of the City.

2.3.4 Chain of Communication for SSO Reporting

The chain of communication for reporting SSOs from receipt of a complaint or other reliable information source to reporting to the appropriate regulatory agencies is presented in Section 2.3.4.a. The City's contact directory for communicating with both internal and external parties involved in responding and reporting an SSO event is shown in Section 2.3.5. The SSO emergency response plan will be discussed in greater detail in Chapter 6 of this document.

2.3.4a SSO Reporting Procedures Flow Chart



[1] California Office of Emergency Services (OES) is notified when SSO greater than or equal to 1,000 gallons discharged to or potentially will be discharged to surface water.

[2] Stormwater Maintenance Division (SWMD) is only notified when the SSO has entered a storm drain.

[3] Environmental Program Division (EPD) is only notified when SSO of 50,000 gallons or greater are spilled to surface water.

2.3.5 City's Contact Directory for SSO Responding and Reporting

After-Hour or Responsible Party's	Name	Telephone	After-Hour or Cell Phone
City Manager	Troy Helling	(626) 333-2211	
Assistant City Manager	Bing Hyun	(626) 333-2211	
City Engineer	Joshua Nelson	(626) 333-2211	
City Facilities/Operations	Philip DeJong	(626) 333-0336	
Building Inspector	B&S - La Puente	(626) 961-9611	(800) 675-4357
County of Los Angeles Sheriff's Dept.	Industry Station	(626) 330-3322	(626) 330-3322
County of Los Angeles Fire Dept.	Fire Station 118	(626) 854-3488	24 hr., 7 day basis
LACDPW	24-hour Dispatch	(626) 458-4357	(800) 675-4357
DPH		(213) 974-1234	
LACDPW Flood Maintenance Division		(626) 445-7630	
LACDPW Environmental Programs Division	24-hour Dispatch	(626) 458-4357	(800) 675-4357
LACDPW Road Division	Maintenance District 47	(626) 964-1518	(800) 675-4357
Sanitation Districts of Los Angeles County		(562) 699-7411	
RWQCB (Region 4)		(213) 576-6600	
California Office of Emergency Services		(800) 852-7550	

CHAPTER 3

LEGAL AUTHORITY

3.1 Legal Authority

The City's legal authority to own and operate a sanitary sewer system is derived from its incorporation as a City. The City on June 26, 1986, by Resolution No. 1338, granted the County of Los Angeles the consent and jurisdiction to annex portions of the City sewer system into the CSMD. By that action, the City has entrusted the management, operation, and maintenance of its local sanitary sewer system to the CSMD. The City, however, still maintains ownership of the sewer system.

In compliance with the WDRs, this Chapter highlights the City's legal authority to: (1) prevent illicit discharges into the sanitary sewer system; (2) require that sewers and connections be properly designed and constructed; (3) ensure access for maintenance, inspection, or repairs; (4) limit the discharges of FOG and other debris that may cause blockages; and (5) enforce any violation of sewer ordinances or City Municipal Codes (CMCs). The legal authorities for the specific areas stipulated in the WDRs are covered in various sections of the CMCs and Chapters 20.20, 20.24, 20.22, 20.32, 20.36, and 20.40 of the Los Angeles County Code Title 20 – Utilities (LACO TITLE 20), per CMC 15.24.010.

3.1.1 Legal Authority to Prevent Illicit Discharges into the Sanitary Sewer System

In accordance with CMC 15.24.010, the City has adopted the current edition of Title 28 of the Los Angeles County Plumbing Code (LACO TITLE 28), which incorporates most provisions of the California Plumbing Code as its plumbing code. Through the City's Ordinance No. 751-U "Urgency ordinance adopting the Los Angeles County Code Chs. 20.20, 20.24, 20.28 and 20.32 by reference" the City has also adopted all portions of Division 2 of LACO TITLE 20, which regulates sanitary sewers. LACO TITLE 28, Sections 306.2, 714.2, and 1101.2, prohibit the unauthorized discharge of rain, surface, or subsurface water (inflows) into the collection system. LACO TITLE 20, Section 20.36.010, prohibits the illegal dumping of offensive or damaging substances such as chemicals, debris, etc. Other sections of the LACO TITLE 20 that prohibit various forms of illicit discharges are 20.24.020, 20.24.200, 20.32.080, 20.32.650, etc. The City, as one of the CSMD cities, benefits from the CSMD's I/I Control Program. This program consists of sewer line cleaning and maintenance, which includes CCTV and other mechanisms to detect I/I. By ordinance, LACO TITLE 20, Section 20.40.045, the County of Los Angeles Board of Supervisors has established a financial plan to ensure

capital replacement or rehabilitation of sewer lines prone to I/I within the CSMD. LACO TITLE 20, Section 20.24.080, requires that property owners be responsible for maintenance of their house laterals, including the elimination of cracks, tree roots, and other debris. These laws combined constitute the City's legal authority to prevent illicit discharges into the sewer system.

3.1.2 Legal Authority to Require that Sewers and Connections be Properly Designed and Constructed

LACO TITLE 20, Sections 20.32.330 and 20.32.340, as adopted by the City in Ordinance No. 751-U, requires that the design of new mainline sewers and pumping plants, respectively, comply with Part 3 of Chapter 20.32 of LACO TITLE 20. Section 20.32.350 of LACO TITLE 20 requires that the design of new house laterals also conform to the requirements of Part 3, Chapter 20.32, of LACO TITLE 20. In accordance with LACO TITLE 20, Section 20.32.580, the construction of a collection sewer system is required to conform to all the requirements prescribed by Division 2 of LACO TITLE 20, Standard Specifications for Public Works Construction ("Green Book"), and Special Provisions and Standard Plans, all on file in the Director of Public Works'/City Engineer's office. The inspection of new mainline sewers and pumping plants to ensure proper construction is covered under Section 20.30.590 of the LACO TITLE 20 and regulated under the CMCs.

3.1.3 Legal Authority to Ensure Access for Maintenance, Inspection, or Repairs

LACO TITLE 20, Division 2, as adopted by the City in Ordinance No. 751-U, gives the City the legal right to set requirements to allow unrestricted maintenance access to the public sewer infrastructure located on private property. In accordance with Section 20.32.430 of LACO TITLE 20, the access is secured through the City's enforcement of the requirement for legally recorded sewer easements around all public sewer appurtenances located in private properties. Sewer easements are detailed on the sewer construction plans and are thoroughly reviewed by the City and LACPW for adequacy in size and accuracy of alignment during the plan check process.

Plan checkers take special care to ensure that maintenance crews will have sufficient access for the movement of equipment and materials for routine and emergency repairs or construction work on the system.

3.1.4 Legal Authority Limiting the Discharge of FOG and other Debris that May Cause Blockage

The City, by adopting LACO TITLE 28 and portions of LACO TITLE 20 in Ordinance No. 751-U and in CMC 15.24, has the legal authority to satisfy

this element of the WDRs. LACO TITLE 28 requires the installation of grease interceptors at restaurants and other food establishments that generate grease in the City. Section 714.1 of the LACO TITLE 28 prohibits the discharge of FOG and other substances that may, among other things, clog, obstruct, fill, or necessitate frequent repairs, cleaning out, or flushing of sewer facilities in the City's sewer system. The City's Industrial Waste Program managed by the Sanitation Districts of Los Angeles, gives the City's Director of Public Works the authority to require the installation of treatment facilities, including grease interceptors, at any facility that generates FOG in the amount that will damage or increase the maintenance costs of the sewer collection system.

3.1.5 Legal Authority to Enforce any Violation of Sewer Ordinances

LACO TITLE 20, Section 20.24.090, gives the Director of Public Works/City Engineer the legal authority to inspect mainline sewers, sewage pumping plants, interceptors, etc., as often as deemed necessary, to ascertain whether such facilities are maintained and operated in accordance with the provisions of Division 2 of LACO TITLE 20 as adopted by the City in Ordinance No. 751-U.

Under Section 20.24.100 of LACO TITLE 20, the Director of Public Works/City Engineer is empowered to enforce all the requirements prescribed in Division 2, Sanitary Sewers, and in accordance with Section 20.24.110, may delegate this authority. LACO TITLE 20, Section 20.24.160, allows criminal penalties for any violations as adopted by the City in Ordinance No. 751-U.

LACO TITLE 20, LACO TITLE 28, standard plans, specifications, and other material cited in this chapter are filed at the Director of Public Works'/City Engineer's office as adopted by the City in Ordinance No. 751-U and in CMC 15.24.

CHAPTER 4

OPERATION AND MAINTENANCE PROGRAM

4.1 Preventive Maintenance Program

The City is within the CSMD and, therefore, relies on the staff and resources of the LACPW for the SO&M of its collection sewer system. The CSMD's SO&M Programs described in detail in the Districts' SSMP are applicable in the City. The CSMD East Yard (Appendix B) located at 2849 South Myrtle Avenue in the City of Irwindale provides sewer services to the City. In addition, personnel from the other three sewer maintenance yards, shown in Appendix B, provide after-hour services, such as standby, callback, and other sewer emergency services, to the City. The maintenance equipment utilized within the City is owned by the CSMD. A complete inventory of the CSMD equipment assigned to the South Maintenance Yard is presented in Appendix C.

The City's maintenance programs are funded through levying an annual sewer service charge of $41.50 per equivalent single-family dwelling unit, otherwise called a sewage unit (SU). This is included in the $50.50 per SU levied by the CSMD and collected with the annual tax bills of property owners in the cities that are within the CSMD. The total annual revenue generated from the City for the various sewer programs through the $50.50 per SU charge is approximately $407,182. These funds are managed and administered by the LACDPW and reviewed and adjusted annually to ensure sufficient revenues to fund the maintenance programs.

The following is a summary of the CSMD preventive maintenance activities implemented by the CSMD within the City:

4.1.1 Sewer Line and Manhole Inspection

The interior and exterior of manholes are inspected semiannually for any structural defects, sewage flow condition, presence of vermin or rodents, deleterious industrial waste, odors, and any signs of unusual settlement around the manhole and along sewer alignments.

4.1.2 Gas Trap Manholes and Siphons

On a monthly basis these facilities are inspected and cleared of any stoppages or flow restrictions.

4.1.3 Drop Manholes

These facilities are inspected and cleared of stoppages and flow restrictions on variable frequencies based on prior inspection records.

4.1.4 Sewer Line Cleaning

Sewer lines are cleaned by hydro jetting or rodding. Frequency of cleaning is based on inspection records. Sewer lines known to accumulate grease, garbage grinds, or sand are placed on monthly, quarterly, or semiannual cleaning schedules and those prone to root growth are periodically rodded or chemically treated.

4.1.5 Vermin and Rodent Control

Sewers infested by insects are chemically treated. Those infested by rodents are baited.

4.1.6 Sewage Pump Stations

Majority of the Districts' pump stations are equipped with SCADA/alarm systems and are inspected at least once a week. Pumps and motors are lubricated, control mechanisms and valves are checked and adjusted as necessary, and equipment is repaired or modified as required.

4.1.7 Work Schedules

CSMD work orders within the City are generated and tracked by the LACPW's Maintenance Management System (MMS). CSMD field crew activities are recorded in various forms, such as service requests, cleaning reports, sewer maintenance daily reports, manhole adjustments, overflow report forms, etc., and maintained in the MMS database. The reports are made available to the City upon request.

4.1.8 City Sewer Mapping System

The City maintains "as-built" sewer plans of the City's sewer facilities. Data on the plans, such as system location and alignment, pipe material, size, etc., are stored in the Sewer Maintenance Division (SMD) Computer Aided Design and Drafting (CADD) System and Geographical Information System (GIS). Printed system maps are stored in the Mapping and Annexation Unit of the SMD located at 1000 South Fremont Avenue, Alhambra, California. These maps are also distributed to the SMD's field crew, for work scheduling and responding to emergencies, and to cities and other agencies. The maps are regularly updated to reflect any changes in the system. System maps are also located online

http://dpw.lacounty.gov/smd/sewernetwork.

SMD also create maps with GIS. This mapping system includes sewer features such as pipe or manhole location, diameter, material, flow direction, etc. The system includes map base layers such as aerial images, streets, parcels, and storm drain systems also available from other Divisions within LACPW, County Departments and other governmental agencies.

4.2 Rehabilitation and Replacement Plan

The City's sewer collection systems are in the CSMD, and the City participates in the CSMD's Accumulative Capital Outlay (ACO) Program. As a result, the City also benefits from the Sewer Condition Assessment Program.

4.2.1 ACO Program of the CSMD

As stated, the City participates in the ACO Program of the CSMD. Property owners within the CSMD are levied an annual charge of $5 per SU for sewer collection system rehabilitation and replacements. The $5 per SU charge is also a component of the total $50.50 per SU annual sewer service charge collected from property owners districtwide with the property owners' annual tax bills. The program is managed and administered by the LACPW.

Under the ACO Program, any portion of the sewer system found to be structurally deficient through routine inspection, sewer emergency response, or the Condition Assessment Program is immediately repaired as an emergency repair project or documented in a prioritized list of future short- and long-term ACO sewer rehabilitation and replacement projects. However, the LACPW will refer portions of the system that have sewer capacity-related problems, such as hydraulic deficiencies, resulting from over development or change in the zoning, to the City for appropriate corrective action. There are currently no known capacity-related SSO problems in the City.

4.2.2 Condition Assessment Program

The City's sewer system is relatively new and in good operating condition. Property owners within the CSMD are levied an annual charge of $4 per s.u. for the Sewer Condition Assessment Program. This charge is reviewed and adjusted annually by the County to raise sufficient funds for the Condition Assessment Program. Under this program, the entire Sewer Collection System within the City will be inspected by CCTV to assess the condition of the pipes on a 10-year-cycle basis. The CCTV inspection schedule for the City is presented in Appendix E of this document. The $4 per s.u. charge is also a component

of the total $50.50 per s.u. annual sewer service charge collected from property owners districtwide and collected with the property owner's annual tax bills. The LACPW is responsible for the management and administration of the funds and program.

4.3 Equipment Maintenance and Replacement Policy

The equipment utilized in the maintenance of the City's sewer facilities is owned by the CSMD. LACPW has full responsibility for the maintenance and replacement of equipment. The LACPW Equipment Replacement Policy is described in Chapter 4.3 of the Districts' SSMP.

4.4 Training for Field Operations Personnel and Contractors

All personnel needed for the operation and maintenance of the City's sewer system are employed by the LACPW. The training of CSMD personnel is a function of the LACPW and not the City. The training methodologies utilized by the LACPW are contained in Chapter 4.4 of the Districts' SSMP. The City does not have any formalized training for contractors doing work within the City. However, City sewer construction projects are awarded to competitively selected contractors with well trained and qualified personnel for any given project. The designed plans and specifications for City sewer construction projects contain detailed instructions on the City's permitting requirements, standards, and policies that must be adhered to by contractors doing work within the City.

CHAPTER 5

DESIGN AND PERFORMANCE PROVISION

5.1 Design and Construction Standards and Specifications

The City requires that all sewers be designed in accordance with LACPW standards. LACPW has standard plans and specifications for construction of sanitary sewers and appurtenances to ensure that sewer lines and connections are properly designed and constructed. LACPW specifications by reference incorporate the standard plans and specifications for Public Works construction, special provisions, and standard drawings. In addition, LACPW has other publications, such as the Private Contract Sanitary Sewer Procedural Manual, Guidelines for the Design of Pump Stations, etc., to ensure consistency in the design of collection systems within unincorporated County areas. The City requires that these publications also be followed in the design of sewer systems within the City. To further ensure that sewer facilities are properly designed, the City requires construction drawings be prepared by licensed engineers. The construction drawings are thoroughly reviewed by the City and SMDs engineers prior to approval for construction and inspection of the actual construction work. SMD review plans to ensure that appropriate maintenance standards are integrated into the design from a maintenance standpoint only.

5.2 Procedures and Standards for Inspection and Testing New and Rehabilitated Collection Sewer Facilities

The City provides inspection by outsourcing to qualified consultants for the inspection of new sewer construction projects. The inspection of sewer rehabilitation projects under the ACO Program are conducted by LACPW inspectors. The City requires that as-built plans of the completed projects be submitted prior to final approval for acceptance of sewer facilities for public use.

In compliance with LACPW policy, the City also requires that all newly constructed pumping stations be inspected by experienced SMD staff prior to transferring such facilities to the CSMD for maintenance.

CHAPTER 6

OVERFLOW EMERGENCY RESPONSE PLAN

6.1 Overflow Response Procedure

The City, as a member of the CSMD, relies on the services of the LACPW to respond to SSOs within the City. Therefore, the Overflow Procedure described in Chapter 6 of the Districts' SSMP is utilized by the CSMD in the City. Furthermore, the LACPW 24-hour emergency phone number 1-800-675-HELP (4357) is readily available to City staff and residents to promptly notify LACPW staff of SSO events in the City.

However, in the event of an SSO in which a City crew is the first responder, the City is responsible for containing the release, if possible, and securing the area until LACPW personnel arrive.

6.1.1 Regulatory Agencies Notification and Timeframe

The CSMD is responsible for reporting SSOs to the appropriate regulatory agencies for the City. As discussed in Chapter 2, SSOs that occur in the City are reported to the LACPW by telephone. Upon receipt of such calls, LACPW Officials follow the notification guidelines contained in Chapter 6 of the Districts' SSMP, also presented in Sections 6.1.1.a and 6.1.1.b of this document.

6.1.1.a Regulatory Agencies Notification and Time Frame Table

SSO Category	Type or Description	Agencies to be Notified	*Type of Notification and Timeframe*	
			Timeframe	Written Report/*Online Database
1	Any volume of untreated or partially treated SSO: • Reach surface water and/or drainage channel tributary to surface water • Discharge to a storm drain and not fully captured and returned to the sanitary sewer system or not captured and disposed of properly. Any volume not recovered from storm drain is considered to have reached surface water.	DPH	Within 15 minutes after becoming aware of the spill.	Call and obtain operator number.
		OES (≥ 1,000 gallons)	As soon as possible, but no later than 2 hours after becoming aware of the spill.	Call and obtain control number.
		SWMD (only if entered into storm drain)	As soon as possible, but no later than 2 hours after becoming aware of the spill.	NA
		EPD (≥ 50,000)	As soon as possible, but no later than 2 hours after becoming aware of the spill.	Conduct Water Quality Sampling within 48 hours of initial spill. **CIWQS Online Database** – Upload water quality results. **SSO Technical Report** – Submit report within 45 calendar days on conclusion of SSO in which 50,000 gallons or greater are spilled to surface water.
		SWRCB	As soon as we become aware of the SSO, reporting is possible and can be provided without substantially impeding cleanup or other measures.	**CIWQS Online Database** **Initial Report** - ASAP but no later than initial 3 business days after we are made aware of it. **Final Certified Report** – Within 15 calendar days on conclusion of the SSO response and remediation. **Additional Information** – Anytime in form of an attachment.
2	≥ 1,000 gallons of Untreated or partially treated SSO: Does not reach surface water, drainage channel or storm drain unless discharge to storm drain system is fully recovered and disposed of properly.	DPH	Same as above	NA
		SWMD (only if entered into storm drain)	Same as above	NA
		SWRCB	Same as above	Same as above
3	All other discharge of untreated or partially treated resulting from sewer system failure or flow condition.	DPH	Same as above	NA
		SWRCB	Same as above	**CIWQS Online Database** – Within 30 days after the end of the calendar month in which the SSO occurred.
PLSD	Private lateral sewage discharge (PLSD) caused by blockages or other problems within a privately-owned lateral	DPH	Same as above	NA
		SWRCB (optional)	NA	NA
NA	No SSO in a calendar month	SWRCB	NA	**CIWQS Online Database** – Certified within 30 days after the end of the calendar month, certified statement that no SSO occurred.
NA	Collection System Questionnaire	SWRCB	NA	**CIWQS Online Database** - Update and certify every 12 months.

6.1.1.b Agency Telephone Numbers

Agency	Contacts	Hours of Operation
Department of Public Health	(213) 974-1234	Answered on a 24-hour, 7-day basis
California Office of Emergency Services	(800) 852-7550	Answered on a 24-hour, 7-day basis
RWQCB (Region 4)	(213) 576-6600 (213) 576-6650	Answered only during normal working hours
LACPW Stormwater Maintenance Division	(626) 445-7630	Answered only during normal working hours
East Area	(626) 798-6761	Answered only during normal working hours
South Area	(562) 861-0316	Answered only during normal working hours
West Area	(818) 896-0594 (818) 248-3842	Answered only during normal working hours
LACPW Environmental Programs Division	(626) 458-4357	Answered on a 24-hour, 7-day basis
SWRCB		Online database website address
LACPW Emergency Phone Number	(800) 675-4357	Answered on a 24-hour, 7-day basis

6.1.2 Procedure to Ensure that Staff and Contractors are Aware and Appropriately Trained to Follow the Emergency Response Plan

The procedure to ensure that staff and contractors are aware and appropriately trained to follow the Emergency Response Plan is mainly the function of the LACPW. City staff, however, is familiar with the SMD reporting procedures, which are included in the Districts' SSMP.

6.1.3 Procedure to Address Emergency Operations such as Crowd Control and Other Necessary Response Activities

The City does not play a significant role in addressing emergency operations. Emergency operations are performed by LACPW staff or contractors doing emergency repair SSO-related work for the County or City. The County of Los Angeles Fire and Sheriff's Departments also play active roles in the control and protection of the public during emergency SSO operations.

6.1.4 Program to Eliminate or Minimize the Discharge of SSOs into Surface Water

One of the main functions performed by the LACPW for the City is to eliminate or minimize the discharge of SSOs into surface water. The City's role is limited to ensuring that their collection system has sufficient capacity for all operating conditions and ensures that LACPW staff is promptly notified of SSO events when they occur.

CHAPTER 7

FOG CONTROL PROGRAM

7.1 Public Education Outreach Program

The City currently benefits from the LACPW Public Education Outreach Program. Under this program, information on proper disposal of FOG and other SSO prevention measures, such as the installation of backwater valves, house lateral maintenance, etc., is disseminated by the CSMD to City residents and businesses through publication of Annual Reports, brochures, and individual notices to property owners. LACPW Sewer Maintenance personnel also assist in passing useful information on SSO prevention and FOG onto home and business owners. Public education materials are posted on http://dpw.lacounty.gov/smd/smd/ and http://dpw.lacounty.gov/Environmental Programs Division/cleanla.

To complement County efforts, the City will continue its own Public Education Outreach Program. This will consist of including SSO- and FOG-related articles from the LACPW and other sources, such as the City's newsletters and website (cityofindustry.org) and by maintaining continuous communication with the LACPW, City residents, and other stakeholders on these and other issues. City personnel also disseminate information to residents during meetings or while conducting right-of-way lateral work inspections.

7.2 Disposal Methods for FOG Generated within the City's Sanitary Sewer System

This function is performed by CSMD staff on behalf of the City. The methods used by the LACPW are contained in the Districts' SSMP.

7.3 Legal Authority to Prohibit Discharges to the System and Identify Measures to Prevent SSOs and Blockages Caused by FOG

The legal authority to prohibit discharges of FOG into the sewer system is discussed in Chapter 3 of this document. Requirements for grease interceptors at food establishments to prevent the discharge of grease to the collection sewer system and educating the public on proper disposal methods for FOG are also discussed in this chapter.

7.4 Requirement to Install Grease-Removal Devices, Design Standards for Grease-Removal Devices, Maintenance Requirements, Best Management Practices Requirements, Recordkeeping, and Reporting Requirements

The City's Industrial Waste Program is managed by the Sanitation District of Los Angeles County. The design standards for grease-removal devices and all the requirements imposed on industrial waste facilities that discharge waste or FOG into the City's sewer system follow those imposed in the unincorporated County and as presented in Chapter 7.4 of the SMDs' SSMP.

7.5 Authority to Inspect Grease-Producing Facilities, Enforcement Authorities, and Evidence of Adequate Staffing to Inspect and Enforce the FOG Ordinance

Section 17.36.080 of the CMC authorizes the City Engineer to issue a permit for all industrial waste discharges. This provides the City Engineer with the authority to inspect grease-producing facilities for compliance with permit requirements and pursue enforcement of any code violations

7.6 Cleaning Schedule for Identified FOG-Prone Sewer Segments

The cleaning schedule for identified FOG-prone sewer segments is performed by the CSMD for the City. The methods used by CSMD staff are described in the Districts' SSMP.

CHAPTER 8

SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

8.1 System Evaluation and Capacity Assurance Plan

The City is responsible for ensuring that the public sewer infrastructure is correctly designed, adequately sized, and easily maintained. The CSMD also provides a supporting role in reviewing all proposed sewer plans for new developments in the City to ensure that they conform to County design standards and to ensure that requirements for acceptability for maintenance are met.

8.2 Adequate Capacity and Correct Design

The City Manager/Assistant City Manager or hired qualified private company provides thorough review of all sewer plans for proposed development projects in the City to ensure that (1) they are properly designed with sufficient capacity for current and future base, peak, and wet-weather flow demands; and (2) any impact of proposed project on existing sewer system is mitigated prior to being approved by the Director of Public Works/City Engineer. During construction, the projects are continuously inspected by the City Manager/Assistant City Manager or hired construction inspectors to ensure that sewer facilities are constructed in accordance with the approved plans and specifications.

8.3 Capacity Enhancement Plan

The Sewer Collection System Capacity Enhancement Program is a combined effort between the City and the LACPW. The CSMD's programs to optimize the use of available sewer capacity and prevent SSOs include the CCTV Program to identify pipe segments needing repairs, I/I reduction and tree-root intrusion control programs, sewer cleaning program, and the ACO Program to effect repairs or replacement of damaged pipes. These programs are described in Chapters 3 and 4 of the Districts' SSMP.

CHAPTER 9

MONITORING, MEASUREMENT, AND MODIFICATION PROGRAM

9.1 Monitoring

The City will document all relevant data on SSOs that occurred in the City. This will include quarterly SSO reports from the LACPW, Annual Reports publish by the LACPW, Sewer Maintenance Productivity Report (Appendix F) for the City, and any special reports to regulatory agencies, etc. The data will be analyzed to evaluate the effectiveness of the City's SSMP.

9.2 SSMP Program Effectiveness Evaluation

The biennial SSMP audit shall be used as one of the tools in assessing the effectiveness of the City's SSMP. The evaluation of the City's SSMP Program effectiveness shall be based on such key performance indicators as the total number of SSOs, SSO response time, reduction in repeated incidents of SSOs at the same location, total SSOs equal to or greater than 1,000 gallons or reaching surface waters, reduction in number of SSOs that are caused by sewer capacity-related problems, and any other effectiveness parameters established by the SWRCB.

9.3 Program Modification

The City shall continually update or modify the key elements of its SSMP based on the results of the above-mentioned monitoring and program effectiveness evaluations. The City shall also make recommendations to the LACPW, as necessary, on elements of the Districts' SSMP to be adjusted or revised within City boundaries to better serve its residents.

9.4 SSO Location Mapping and Trends

The annual SSO location map prepared by the LACPW is enclosed in Appendix G. The cause of each SSO incident is also recorded and shown on the map sheet. This map is used for establishing SSO patterns, identifying hot spots, and work assignment scheduling by LACPW field personnel.

CHAPTER 10

SSMP PROGRAM AUDIT AND CERTIFICATION

10.1 SSMP Program Audit

The City shall conduct an internal audit and prepare a report every two years. The audit shall focus on evaluating the effectiveness of the SSMP, City's records, and SMD' compliance actions during the audit period. The most recent report of the audit must be kept on file in the Director of Public Works'/City Engineer's office.

10.2 SSMP Certification

The SSMP shall be certified by the City Manager/Assistant City Manager or authorized representatives to be in compliance with the requirements set forth in the WDRs and be presented to the City Council for approval at a public meeting. The City authorized representative must also complete the certification portion in the online SSO Database Questionnaire (http://ciwqs.waterboards.ca.gov/) by checking the appropriate milestone box, printing and signing the automated form, and sending the signed form to:

Attention Sanitary Sewer Overflow Program Manager
State Water Resources Control Board
Division of Water Quality
P.O. Box 100
Sacramento, CA 95812

10.3 SSMP Modification and Recertification

The SSMP must be updated every five years to keep it current. When significant amendments are made to any portion or portions of the SSMP, it must be resubmitted to the City Council for approval and recertification. The recertification shall be in accordance with the certification process described in Section 10.2.

CHAPTER 11

COMMUNICATION AND SSMP AVAILABILITY

11.1 Communication

The City shall provide all stakeholders and interested parties, such as the public and other agencies, with status updates on the development and implementation of the SSMP and consider comments made by them. The City shall utilize media, such as letters, newsletters, brochures, notices in newspapers, and the City's website, for conveying this information.

11.2 SSMP Availability

Copies of the SSMP will be maintained in the City's Director of Public Works/ City Engineer's office, located at City Hall, 15625 Stafford Street, City of Industry, California, 91744. A digital version of the SSMP is available on the City's website. The document shall also be made readily available to the RWQCB (Region 4) upon request and to the operators of any collection system or treatment facility downstream of the City's system.

CHAPTER 12

CSMD AND CITY RESPONSIBILITIES UNDER THE WDRs

12.1 CSMD vs. City Responsibilities

The CSMD and the City, which is a part of the CSMD, will play significant roles, jointly and separately, toward achieving the goals of the WDRs. The LACPW shall apply for coverage under the WDRs for facilities it owns. The City will apply for coverage for its own facilities.

The SMD shall prepare a comprehensive SSMP for the Districts. The City in coordination with the LACPW will prepare its own SSMP. The City has previously adopted codes and regulations providing it with legal authority in conjunction with agreements with the Districts to enforce items stipulated in the WDRs.

Section 12.2 shows the CSMD cities, including the City, and the SSO-related services currently provided by the LACPW to each of the cities. It also contains information on estimated population of the cities. The CSMD shall perform all functions under the WDRs related to the SO&M Program. The CSMD shall also be responsible for correcting structural deficiencies under the ACO Program. The cities will be conducting the capacity study of their collection systems, if necessary, and correcting identified hydraulic deficiencies. The matrix on Section 12.3 is a listing of the key elements of the SSMP and the roles for the CSMD and the City. By completing and signing this matrix, the City, as owner, and the CSMD, as service provider, mutually agree that it is an accurate description of what each entity will be responsible for under the WDRs. Upon approval by both parties, this document becomes a part of the City's and Districts' SSMP.

12.2 LACPW Sewer-Related Services to the 37 CSMD Cities

City	CSMD	ACO Program	Sewer Maintenance Agreement	Building and Safety	Industrial Waste	City Engineers	*Population
Agoura Hills	X	X			X		20,330
Artesia	X	X		X	X		16,522
Baldwin Park	X	X					75,390
Bell Gardens	X	X			X		44,054
Bellflower	X	X			X		76,616
Bradbury	X	X					1,048
Calabasas	X	X			X		23,058
Carson	X	X		X	X	X	91,714
Commerce	X	X		X	X	X	12,823
Cudahy	X	X			X		23,805
Diamond Bar	X	X			X		55,544
Duarte	X	X		X	X		21,321
Glendora	X	X					50,073
Hawaiian Gardens	X	X			X		14,254
Hidden Hills	X	X					1,856
Industry	X	X		X			440
Irwindale			X	X	X		1,422
La Cañada Flintridge	X	X		X	X		20,246
La Habra Heights	X	X					5,325
La Mirada	X	X		X	X	X	48,527
Lakewood	X	X		X	X	X	80,048
Lawndale	X	X		X	X		32,769
Lomita	X	X		X	X	X	20,256
Malibu	X	X					12,645
Palos Verdes Estates	X	X					13,438
Paramount	X	X			X		54,098
Pico Rivera	X	X			X		62,942
Rancho Palos Verdes	X	X			X		41,643
Rolling Hills	X	X		X			1,860
Rolling Hills Estates	X	X		X	X		8,067
Rosemead	X	X			X		53,764
San Dimas	X	X			X		33,371
Santa Clarita	X	X			X		177,641
Santa Fe Springs	X	X		X			16,223
South El Monte	X	X					20,116
Temple City	X	X		X	X	X	35,558
Walnut	X	X			X		29,172
West Hollywood			X		X		34,399
Westlake Village	X	X		X	X		8,270
TOTALS:	**37**	**37**	**2**	**16**	**28**	**6**	**1,340,427**

* The population data was obtained from the year 2010 Census data. Individual cities should verify the accuracy of the above data.

Through the General Services Agreement, a city can request County resources upon specific request. The LACPW currently provides at least some degree of service to all 88 cities in the County of Los Angeles.

12.3 ROLES FOR THE CONSOLIDATED SMD AND CITIES UNDER THE WASTE DISCHARGE REQUIREMENTS

	A	B	C	D	E	F	G
1	Task	WDR	Description or Requirement of the WDR	Completion Date	City of	County	Comments/Concerns
2	Identifier	Reference		w/ MOU	Industry	Consolidated	
3				Regional Board 4			
4				10,000 – 100,000 served			
5							
6		D9	Allocate Adequate Resources		X	X	City for capacity related CIP, County for O&M & ACO
7		D9	Establish proper rate structure		X	X	
8		D9	Establish proper accounting mechanisms		X		
9		D9	Establish audit procedures		X		
10							
11		B1	Apply for coverage under WDR with SWRCB	11/2/2006	X	X	City as owner, County as operator
12		G	Reporting Program Initiation	1/2/2007	X	X	
13		B2	SWRCB to issue application instructions	7/2/2006	X	X	
14		B2	Appoint legally Authorized Representative		X	X	
15			Submit Completed Application Package		X	X	
16							
17		D13	Sewer System Management Plan				
18			Complete Development Plan & Schedule	11/2/2007	X		
19			Certification	5/2/2009	X		County support role only
20			Approval by Governing Board	5/2/2009	X		
21			Available at office or on internet	5/2/2009	X		
22							
23		D13(I)	Goal	11/2/2007	X		
24		D13(ii)	Organization	11/2/2007	X		
25			Identification of Authorized representative		X	X	
26			Organizational Chart		X		
27			Contact List		X	X	
28			SSO Reporting Chain of Communication		X	X	
29		D13(iii)	Legal Authority	5/2/2009	X	X	
30			Sewer System Use Ordinance Adoption		X	X	
31			Service Agreement or MOU or other legally binding procedure		X	X	
32							
33							
34		D13(iv)	Operations and Maintenance Program	5/2/2009		X	CSMD City
35			Up-to-date Mapping Procedures		X	X	
36			Description of routine O&M activities			X	
37			Preventive Maintenance Program			X	
38			Rehabilitation and Replacement Program		X	X	
39			Short-term		X	X	
40			Long-term		X	X	
41			Capital Improvement Plan		X	X	
42			Project Schedules		X	X	

43			Schedule for funding		X	X	
44			Training		X	X	City support role -- spill containment and public education outreach
45			Develop training program			X	
46			Staff			X	
47			Contractors		X	X	
48			Equipment & Replacement Part Inventory Definition			X	
49							
50		D13(v)	Design and Performance Provisions	8/2/2009	X	X	City for new and capacity related CIP
51			Development of design and construction standards		X	X	City for new and County for rehab projects
52			Development of inspection and testing standards		X	X	
53							
54		D13(vi)	Overflow Emergency Response Plan	5/2/2009	X	X	
55			Adoption of Proper Notification Procedures			X	
56			Program for Appropriate Response Procedure		X	X	
57			Procedures for Prompt Notification			X	
58			Contractor & Staff verification procedure & drills		X	X	
59			Procedures for emergency operations communication		X	X	
60			Reasonable steps program to contain and prevent SSO		X	X	
61							
62		D13(vii)	FOG Program	5/2/2009			City covered by County I.W. Program
63			Implementation Plan and Schedule for Public Education Outreach Program		X	X	
64			Disposal Plan of FOG from the sewer system			X	
65			Definition of legal authority		X	X	
66			Grease removal device requirements		X	X	
67			Inspection Authority		X	X	
68			Inspection authority definition		X	X	
69			Identification of grease problems areas			X	
70			Development of source control measures		X		
71			Public Education Outreach Program		X	X	
72		D13(viii)	System Evaluation and Capacity Assurance Measures	8/2/2009	X	X	
73			Evaluations		X	X	
74			Design Criteria		X		
75			Capacity Enhancement Measures		X	X	
76			Schedules		X	X	
77			Capital Improvement Program		X	X	
78							
79		D13(ix)	Monitoring, Measurement and Modification	8/2/2009		X	
80			Development and Management of Changed Provisions				
81							
82		D13(x)	SSMP Program Audits	8/2/2009	X	X	
83			Preparation of Biannual reports (minimum)		X	X	
84							
85		D13(xi)	Communication Program	8/2/2009			
86			Conduct Public Hearings		X		City's program to complement County
87			Prepare Public Outreach Pieces		X	X	
88			Coordinate with LA San Distr. / L.A. CO. Communication Plans			X	

89							
90		D14	SSMP Approval by Governing Board	5/2/2009	X		
91							
92		D14	Update SSMP (every 5 years)	5/2/2014	X	X	County support role
93			Complete the online SSO Database Questionnaire		X		
94			Certify Compliance		X		
95			Governing Board re-certification & approval		X		
96							
97		G	Monitoring and Reporting Requirements	1/2/2007	X	X	
98		G3	Obtain SSO Database Account (CIWQS)		X	X	
99		G3	Complete Collection System Questionnaire	w/in 30 days	X		
100		G3	Update Collection System Questionnaire annually		X		
101							
102		G3	SSO Recordkeeping	5 years from date	x	X	

City Authorized Representative: Troy HELLING
Print Name

Signature

12-5-19
Date

SMD Authorized Representative: Nicholas A. Agbobu
Print Name

Nicholas A. Agbobu
Signature

9/10/19
Date

APPENDIX A

WASTE DISCHARGE REQUIREMENTS

STATE WATER RESOURCES CONTROL BOARD
ORDER NO. 2006-0003

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS
FOR
SANITARY SEWER SYSTEMS

The State Water Resources Control Board, hereinafter referred to as "State Water Board", finds that:

1. All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this Order. Such entities are hereinafter referred to as "Enrollees".

2. Sanitary sewer overflows (SSOs) are overflows from sanitary sewer systems of domestic wastewater, as well as industrial and commercial wastewater, depending on the pattern of land uses in the area served by the sanitary sewer system. SSOs often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.

3. Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.

4. Major causes of SSOs include: grease blockages, root blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, excessive storm or ground water inflow/infiltration, debris blockages, sanitary sewer system age and construction material failures, lack of proper operation and maintenance, insufficient capacity and contractor-caused damages. Many SSOs are preventable with adequate and appropriate facilities, source control measures and operation and maintenance of the sanitary sewer system.

SEWER SYSTEM MANAGEMENT PLANS

5. To facilitate proper funding and management of sanitary sewer systems, each Enrollee must develop and implement a system-specific Sewer System Management Plan (SSMP). To be effective, SSMPs must include provisions to provide proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management and cost benefit analysis. Additionally, an SSMP must contain a spill response plan that establishes standard procedures for immediate response to an SSO in a manner designed to minimize water quality impacts and potential nuisance conditions.

6. Many local public agencies in California have already developed SSMPs and implemented measures to reduce SSOs. These entities can build upon their existing efforts to establish a comprehensive SSMP consistent with this Order. Others, however, still require technical assistance and, in some cases, funding to improve sanitary sewer system operation and maintenance in order to reduce SSOs.

7. SSMP certification by technically qualified and experienced persons can provide a useful and cost-effective means for ensuring that SSMPs are developed and implemented appropriately.

8. It is the State Water Board's intent to gather additional information on the causes and sources of SSOs to augment existing information and to determine the full extent of SSOs and consequent public health and/or environmental impacts occurring in the State.

9. Both uniform SSO reporting and a centralized statewide electronic database are needed to collect information to allow the State Water Board and Regional Water Quality Control Boards (Regional Water Boards) to effectively analyze the extent of SSOs statewide and their potential impacts on beneficial uses and public health. The monitoring and reporting program required by this Order and the attached **Monitoring and Reporting Program No. 2006-0003**, are necessary to assure compliance with these waste discharge requirements (WDRs).

10. Information regarding SSOs must be provided to Regional Water Boards and other regulatory agencies in a timely manner and be made available to the public in a complete, concise, and timely fashion.

11. Some Regional Water Boards have issued WDRs or WDRs that serve as National Pollution Discharge Elimination System (NPDES) permits to sanitary sewer system owners/operators within their jurisdictions. This Order establishes minimum requirements to prevent SSOs. Although it is the State Water Board's intent that this Order be the primary regulatory mechanism for sanitary sewer systems statewide, Regional Water Boards may issue more stringent or more

prescriptive WDRs for sanitary sewer systems. Upon issuance or reissuance of a Regional Water Board's WDRs for a system subject to this Order, the Regional Water Board shall coordinate its requirements with stated requirements within this Order, to identify requirements that are more stringent, to remove requirements that are less stringent than this Order, and to provide consistency in reporting.

REGULATORY CONSIDERATIONS

12. California Water Code section 13263 provides that the State Water Board may prescribe general WDRs for a category of discharges if the State Water Board finds or determines that:

    - The discharges are produced by the same or similar operations;
    - The discharges involve the same or similar types of waste;
    - The discharges require the same or similar treatment standards; and
    - The discharges are more appropriately regulated under general discharge requirements than individual discharge requirements.

    This Order establishes requirements for a class of operations, facilities, and discharges that are similar throughout the state.

13. The issuance of general WDRs to the Enrollees will:
    a) Reduce the administrative burden of issuing individual WDRs to each Enrollee;
    b) Provide for a unified statewide approach for the reporting and database tracking of SSOs;
    c) Establish consistent and uniform requirements for SSMP development and implementation;
    d) Provide statewide consistency in reporting; and
    e) Facilitate consistent enforcement for violations.

14. The beneficial uses of surface waters that can be impaired by SSOs include, but are not limited to, aquatic life, drinking water supply, body contact and non-contact recreation, and aesthetics. The beneficial uses of ground water that can be impaired include, but are not limited to, drinking water and agricultural supply. Surface and ground waters throughout the state support these uses to varying degrees.

15. The implementation of requirements set forth in this Order will ensure the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each region and take into account the environmental characteristics of hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect

water quality in the area, costs associated with compliance with these requirements, the need for developing housing within California, and the need to develop and use recycled water.

16. The Federal Clean Water Act largely prohibits any discharge of pollutants from a point source to waters of the United States except as authorized under an NPDES permit. In general, any point source discharge of sewage effluent to waters of the United States must comply with technology-based, secondary treatment standards, at a minimum, and any more stringent requirements necessary to meet applicable water quality standards and other requirements. Hence, the unpermitted discharge of wastewater from a sanitary sewer system to waters of the United States is illegal under the Clean Water Act. In addition, many Basin Plans adopted by the Regional Water Boards contain discharge prohibitions that apply to the discharge of untreated or partially treated wastewater. Finally, the California Water Code generally prohibits the discharge of waste to land prior to the filing of any required report of waste discharge and the subsequent issuance of either WDRs or a waiver of WDRs.

17. California Water Code section 13263 requires a water board to, after any necessary hearing, prescribe requirements as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. The requirements shall, among other things, take into consideration the need to prevent nuisance.

18. California Water Code section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:
    a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
    b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
    c. Occurs during, or as a result of, the treatment or disposal of wastes.

19. This Order is consistent with State Water Board Resolution No. 68-16 (Statement of Policy with Respect to Maintaining High Quality of Waters in California) in that the Order imposes conditions to prevent impacts to water quality, does not allow the degradation of water quality, will not unreasonably affect beneficial uses of water, and will not result in water quality less than prescribed in State Water Board or Regional Water Board plans and policies.

20. The action to adopt this General Order is exempt from the California Environmental Quality Act (Public Resources Code §21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. (Cal. Code Regs., tit. 14, §15308). In addition, the action to adopt

this Order is exempt from CEQA pursuant to Cal.Code Regs., title 14, §15301 to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in Section 15301, and §15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

21. The Fact Sheet, which is incorporated by reference in the Order, contains supplemental information that was also considered in establishing these requirements.

22. The State Water Board has notified all affected public agencies and all known interested persons of the intent to prescribe general WDRs that require Enrollees to develop SSMPs and to report all SSOs.

23. The State Water Board conducted a public hearing on February 8, 2006, to receive oral and written comments on the draft order. The State Water Board received and considered, at its May 2, 2006, meeting, additional public comments on substantial changes made to the proposed general WDRs following the February 8, 2006, public hearing. The State Water Board has considered all comments pertaining to the proposed general WDRs.

IT IS HEREBY ORDERED, that pursuant to California Water Code section 13263, the Enrollees, their agents, successors, and assigns, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted hereunder, shall comply with the following:

A. DEFINITIONS

1. **Sanitary sewer overflow (SSO)** - Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:
   (i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
   (ii) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
   (iii) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

2. **Sanitary sewer system** – Any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be SSOs.

For purposes of this Order, sanitary sewer systems include only those systems owned by public agencies that are comprised of more than one mile of pipes or sewer lines.

3. **Enrollee** - A federal or state agency, municipality, county, district, and other public entity that owns or operates a sanitary sewer system, as defined in the general WDRs, and that has submitted a complete and approved application for coverage under this Order.

4. **SSO Reporting System** – Online spill reporting system that is hosted, controlled, and maintained by the State Water Board. The web address for this site is http://ciwqs.waterboards.ca.gov. This online database is maintained on a secure site and is controlled by unique usernames and passwords.

5. **Untreated or partially treated wastewater** – Any volume of waste discharged from the sanitary sewer system upstream of a wastewater treatment plant headworks.

6. **Satellite collection system** – The portion, if any, of a sanitary sewer system owned or operated by a different public agency than the agency that owns and operates the wastewater treatment facility to which the sanitary sewer system is tributary.

7. **Nuisance** - California Water Code section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:
    a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
    b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
    c. Occurs during, or as a result of, the treatment or disposal of wastes.

B. APPLICATION REQUIREMENTS

1. Deadlines for Application – All public agencies that currently own or operate sanitary sewer systems within the State of California must apply for coverage under the general WDRs within six (6) months of the date of adoption of the general WDRs. Additionally, public agencies that acquire or assume responsibility for operating sanitary sewer systems after the date of adoption of this Order must apply for coverage under the general WDRs at least three (3) months prior to operation of those facilities.

2. Applications under the general WDRs – In order to apply for coverage pursuant to the general WDRs, a legally authorized representative for each agency must submit a complete application package. Within sixty (60) days of adoption of the general WDRs, State Water Board staff will send specific instructions on how to

apply for coverage under the general WDRs to all known public agencies that own sanitary sewer systems. Agencies that do not receive notice may obtain applications and instructions online on the Water Board's website.

3. Coverage under the general WDRs – Permit coverage will be in effect once a complete application package has been submitted and approved by the State Water Board's Division of Water Quality.

C. PROHIBITIONS

1. Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.

2. Any SSO that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in California Water Code Section 13050(m) is prohibited.

D. PROVISIONS

1. The Enrollee must comply with all conditions of this Order. Any noncompliance with this Order constitutes a violation of the California Water Code and is grounds for enforcement action.

2. It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with the general WDRs. Nothing in the general WDRs shall be:

   (i) Interpreted or applied in a manner inconsistent with the Federal Clean Water Act, or supersede a more specific or more stringent state or federal requirement in an existing permit, regulation, or administrative/judicial order or Consent Decree;
   (ii) Interpreted or applied to authorize an SSO that is illegal under either the Clean Water Act, an applicable Basin Plan prohibition or water quality standard, or the California Water Code;
   (iii) Interpreted or applied to prohibit a Regional Water Board from issuing an individual NPDES permit or WDR, superseding this general WDR, for a sanitary sewer system, authorized under the Clean Water Act or California Water Code; or
   (iv) Interpreted or applied to supersede any more specific or more stringent WDRs or enforcement order issued by a Regional Water Board.

3. The Enrollee shall take all feasible steps to eliminate SSOs. In the event that an SSO does occur, the Enrollee shall take all feasible steps to contain and mitigate the impacts of an SSO.

4. In the event of an SSO, the Enrollee shall take all feasible steps to prevent untreated or partially treated wastewater from discharging from storm drains into

flood control channels or waters of the United States by blocking the storm drainage system and by removing the wastewater from the storm drains.

5. All SSOs must be reported in accordance with Section G of the general WDRs.

6. In any enforcement action, the State and/or Regional Water Boards will consider the appropriate factors under the duly adopted State Water Board Enforcement Policy. And, consistent with the Enforcement Policy, the State and/or Regional Water Boards must consider the Enrollee's efforts to contain, control, and mitigate SSOs when considering the California Water Code Section 13327 factors. In assessing these factors, the State and/or Regional Water Boards will also consider whether:

   (i) The Enrollee has complied with the requirements of this Order, including requirements for reporting and developing and implementing a SSMP;

   (ii) The Enrollee can identify the cause or likely cause of the discharge event;

   (iii) There were no feasible alternatives to the discharge, such as temporary storage or retention of untreated wastewater, reduction of inflow and infiltration, use of adequate backup equipment, collecting and hauling of untreated wastewater to a treatment facility, or an increase in the capacity of the system as necessary to contain the design storm event identified in the SSMP. It is inappropriate to consider the lack of feasible alternatives, if the Enrollee does not implement a periodic or continuing process to identify and correct problems.

   (iv) The discharge was exceptional, unintentional, temporary, and caused by factors beyond the reasonable control of the Enrollee;

   (v) The discharge could have been prevented by the exercise of reasonable control described in a certified SSMP for:
      - Proper management, operation and maintenance;
      - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent SSOs (e.g., adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow (I/I), etc.);
      - Preventive maintenance (including cleaning and fats, oils, and grease (FOG) control);
      - Installation of adequate backup equipment; and
      - Inflow and infiltration prevention and control to the extent practicable.

   (vi) The sanitary sewer system design capacity is appropriate to reasonably prevent SSOs.

(vii) The Enrollee took all reasonable steps to stop and mitigate the impact of the discharge as soon as possible.

7. When a sanitary sewer overflow occurs, the Enrollee shall take all feasible steps and necessary remedial actions to 1) control or limit the volume of untreated or partially treated wastewater discharged, 2) terminate the discharge, and 3) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water.

   The Enrollee shall implement all remedial actions to the extent they may be applicable to the discharge and not inconsistent with an emergency response plan, including the following:

   (i) Interception and rerouting of untreated or partially treated wastewater flows around the wastewater line failure;
   (ii) Vacuum truck recovery of sanitary sewer overflows and wash down water;
   (iii) Cleanup of debris at the overflow site;
   (iv) System modifications to prevent another SSO at the same location;
   (v) Adequate sampling to determine the nature and impact of the release; and
   (vi) Adequate public notification to protect the public from exposure to the SSO.

8. The Enrollee shall properly, manage, operate, and maintain all parts of the sanitary sewer system owned or operated by the Enrollee, and shall ensure that the system operators (including employees, contractors, or other agents) are adequately trained and possess adequate knowledge, skills, and abilities.

9. The Enrollee shall allocate adequate resources for the operation, maintenance, and repair of its sanitary sewer system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures. These procedures must be in compliance with applicable laws and regulations and comply with generally acceptable accounting practices.

10. The Enrollee shall provide adequate capacity to convey base flows and peak flows, including flows related to wet weather events. Capacity shall meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance Plan for all parts of the sanitary sewer system owned or operated by the Enrollee.

11. The Enrollee shall develop and implement a written Sewer System Management Plan (SSMP) and make it available to the State and/or Regional Water Board upon request. A copy of this document must be publicly available at the Enrollee's office and/or available on the Internet. This SSMP must be approved by the Enrollee's governing board at a public meeting.

12. In accordance with the California Business and Professions Code sections 6735, 7835, and 7835.1, all engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. Specific elements of the SSMP that require professional evaluation and judgments shall be prepared by or under the direction of appropriately qualified professionals, and shall bear the professional(s)' signature and stamp.

13. The mandatory elements of the SSMP are specified below. However, if the Enrollee believes that any element of this section is not appropriate or applicable to the Enrollee's sanitary sewer system, the SSMP program does not need to address that element. The Enrollee must justify why that element is not applicable. The SSMP must be approved by the deadlines listed in the SSMP Time Schedule below.

Sewer System Management Plan (SSMP)

(i) **Goal**: The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.

(ii) **Organization**: The SSMP must identify:

(a) The name of the responsible or authorized representative as described in Section J of this Order.

(b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and

(c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

(iii) **Legal Authority:** Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

(a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, stormwater, chemical dumping, unauthorized debris and cut roots, etc.);

(b) Require that sewers and connections be properly designed and constructed;

(c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;

(d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and

(e) Enforce any violation of its sewer ordinances.

(iv) **Operation and Maintenance Program**. The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:

(a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;

(b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;

(c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;

(d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and

(e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

(v) **Design and Performance Provisions**:

(a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and

(b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

(vi) **Overflow Emergency Response Plan -** Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

(a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;

(b) A program to ensure an appropriate response to all overflows;

(c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;

(d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;

(e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and

(f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

(vii) **FOG Control Program:** Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

(a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;

(b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;

(c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;

(d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;

(e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;

(f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and

(g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

(viii) **System Evaluation and Capacity Assurance Plan**: The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

(a) **Evaluation**: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs

that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;

(b) **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and

(c) **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

(d) **Schedule:** The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.

(ix) **Monitoring, Measurement, and Program Modifications:** The Enrollee shall:

(a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;

(b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;

(c) Assess the success of the preventative maintenance program;

(d) Update program elements, as appropriate, based on monitoring or performance evaluations; and

(e) Identify and illustrate SSO trends, including: frequency, location, and volume.

(x) **SSMP Program Audits** - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the

Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

(xi) **Communication Program** – The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

14. Both the SSMP and the Enrollee's program to implement the SSMP must be certified by the Enrollee to be in compliance with the requirements set forth above and must be presented to the Enrollee's governing board for approval at a public meeting. The Enrollee shall certify that the SSMP, and subparts thereof, are in compliance with the general WDRs within the time frames identified in the time schedule provided in subsection D.15, below.

    In order to complete this certification, the Enrollee's authorized representative must complete the certification portion in the Online SSO Database Questionnaire by checking the appropriate milestone box, printing and signing the automated form, and sending the form to:

    State Water Resources Control Board
    Division of Water Quality
    Attn: SSO Program Manager
    P.O. Box 100
    Sacramento, CA 95812

    The SSMP must be updated every five (5) years, and must include any significant program changes. Re-certification by the governing board of the Enrollee is required in accordance with D.14 when significant updates to the SSMP are made. To complete the re-certification process, the Enrollee shall enter the data in the Online SSO Database and mail the form to the State Water Board, as described above.

15. The Enrollee shall comply with these requirements according to the following schedule. This time schedule does not supersede existing requirements or time schedules associated with other permits or regulatory requirements.

Sewer System Management Plan Time Schedule

Task and Associated Section	**Completion Date**			
	Population > 100,000	Population between 100,000 and 10,000	Population between 10,000 and 2,500	Population < 2,500
Application for Permit Coverage ***Section C***	6 months after WDRs Adoption			
Reporting Program ***Section G***	6 months after WDRs Adoption[1]			
SSMP Development Plan and Schedule ***No specific Section***	9 months after WDRs Adoption[2]	12 months after WDRs Adoption[2]	15 months after WDRs Adoption[2]	18 months after WDRs Adoption[2]
Goals and Organization Structure ***Section D 13 (i) & (ii)***	12 months after WDRs Adoption[2]		18 months after WDRs Adoption[2]	
Overflow Emergency Response Program ***Section D 13 (vi)***	24 months after WDRs Adoption[2]	30 months after WDRs Adoption[2]	36 months after WDRs Adoption[2]	39 months after WDRs Adoption[2]
Legal Authority ***Section D 13 (iii)***				
Operation and Maintenance Program ***Section D 13 (iv)***				
Grease Control Program ***Section D 13 (vii)***				
Design and Performance ***Section D 13 (v)***	36 months after WDRs Adoption	39 months after WDRs Adoption	48 months after WDRs Adoption	51 months after WDRs Adoption
System Evaluation and Capacity Assurance Plan ***Section D 13 (viii)***				
Final SSMP, incorporating all of the SSMP requirements ***Section D 13***				

1. In the event that by July 1, 2006 the Executive Director is able to execute a memorandum of agreement (MOA) with the California Water Environment Association (CWEA) or discharger representatives outlining a strategy and time schedule for CWEA or another entity to provide statewide training on the adopted monitoring program, SSO database electronic reporting, and SSMP development, consistent with this Order, then the schedule of Reporting Program Section G shall be replaced with the following schedule:

Reporting Program ***Section G***	
Regional Boards 4, 8, and 9	8 months after WDRs Adoption
Regional Boards 1, 2, and 3	12 months after WDRs Adoption
Regional Boards 5, 6, and 7	16 months after WDRs Adoption

If this MOU is not executed by July 1, 2006, the reporting program time schedule will remain six (6) months for all regions and agency size categories.

2. In the event that the Executive Director executes the MOA identified in note 1 by July 1, 2006, then the deadline for this task shall be extended by six (6) months. The time schedule identified in the MOA must be consistent with the extended time schedule provided by this note. If the MOA is not executed by July 1, 2006, the six (6) month time extension will not be granted.

E. WDRs and SSMP AVAILABILITY

1. A copy of the general WDRs and the certified SSMP shall be maintained at appropriate locations (such as the Enrollee's offices, facilities, and/or Internet homepage) and shall be available to sanitary sewer system operating and maintenance personnel at all times.

F. ENTRY AND INSPECTION

1. The Enrollee shall allow the State or Regional Water Boards or their authorized representative, upon presentation of credentials and other documents as may be required by law, to:

    a. Enter upon the Enrollee's premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order;

    b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order;

c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and

d. Sample or monitor at reasonable times, for the purposes of assuring compliance with this Order or as otherwise authorized by the California Water Code, any substances or parameters at any location.

G. GENERAL MONITORING AND REPORTING REQUIREMENTS

1. The Enrollee shall furnish to the State or Regional Water Board, within a reasonable time, any information that the State or Regional Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The Enrollee shall also furnish to the Executive Director of the State Water Board or Executive Officer of the applicable Regional Water Board, upon request, copies of records required to be kept by this Order.

2. The Enrollee shall comply with the attached Monitoring and Reporting Program No. 2006-0003 and future revisions thereto, as specified by the Executive Director. Monitoring results shall be reported at the intervals specified in Monitoring and Reporting Program No. 2006-0003. Unless superseded by a specific enforcement Order for a specific Enrollee, these reporting requirements are intended to replace other mandatory routine written reports associated with SSOs.

3. All Enrollees must obtain SSO Database accounts and receive a "Username" and "Password" by registering through the California Integrated Water Quality System (CIWQS). These accounts will allow controlled and secure entry into the SSO Database. Additionally, within 30days of receiving an account and prior to recording spills into the SSO Database, all Enrollees must complete the "Collection System Questionnaire", which collects pertinent information regarding a Enrollee's collection system. The "Collection System Questionnaire" must be updated at least every 12 months.

4. Pursuant to Health and Safety Code section 5411.5, any person who, without regard to intent or negligence, causes or permits any untreated wastewater or other waste to be discharged in or on any waters of the State, or discharged in or deposited where it is, or probably will be, discharged in or on any surface waters of the State, as soon as that person has knowledge of the discharge, shall immediately notify the local health officer of the discharge. Discharges of untreated or partially treated wastewater to storm drains and drainage channels, whether man-made or natural or concrete-lined, shall be reported as required above.

   Any SSO greater than 1,000 gallons discharged in or on any waters of the State, or discharged in or deposited where it is, or probably will be, discharged in or on any surface waters of the State shall also be reported to the Office of Emergency Services pursuant to California Water Code section 13271.

H. CHANGE IN OWNERSHIP

1. This Order is not transferable to any person or party, except after notice to the Executive Director. The Enrollee shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new Enrollee containing a specific date for the transfer of this Order's responsibility and coverage between the existing Enrollee and the new Enrollee. This agreement shall include an acknowledgement that the existing Enrollee is liable for violations up to the transfer date and that the new Enrollee is liable from the transfer date forward.

I. INCOMPLETE REPORTS

1. If an Enrollee becomes aware that it failed to submit any relevant facts in any report required under this Order, the Enrollee shall promptly submit such facts or information by formally amending the report in the Online SSO Database.

J. REPORT DECLARATION

1. All applications, reports, or information shall be signed and certified as follows:

    (i) All reports required by this Order and other information required by the State or Regional Water Board shall be signed and certified by a person designated, for a municipality, state, federal or other public agency, as either a principal executive officer or ranking elected official, or by a duly authorized representative of that person, as described in paragraph (ii) of this provision. (For purposes of electronic reporting, an electronic signature and accompanying certification, which is in compliance with the Online SSO database procedures, meet this certification requirement.)

    (ii) An individual is a duly authorized representative only if:

        (a) The authorization is made in writing by a person described in paragraph (i) of this provision; and

        (b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity.

K. CIVIL MONETARY REMEDIES FOR DISCHARGE VIOLATIONS

1. The California Water Code provides various enforcement options, including civil monetary remedies, for violations of this Order.

2. The California Water Code also provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this Order, or

falsifying any information provided in the technical or monitoring reports is subject to civil monetary penalties.

L. SEVERABILITY

1. The provisions of this Order are severable, and if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Order, shall not be affected thereby.

2. This order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, nor protect the Enrollee from liability under federal, state or local laws, nor create a vested right for the Enrollee to continue the waste discharge.

CERTIFICATION

The undersigned Clerk to the State Water Board does hereby certify that the foregoing is a full, true, and correct copy of general WDRs duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 2, 2006.

AYE: Tam M. Doduc
Gerald D. Secundy

NO: Arthur G. Baggett

ABSENT: None

ABSTAIN: None

Song Her
Clerk to the Board

STATE OF CALIFORNIA
WATER RESOURCES CONTROL BOARD
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM
FOR
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).

2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.

3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.

4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"[1] (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.

5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.

6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.

7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information[2] to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

---

[1] Available for download at:
http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf

[2] Cal OES Hazardous Materials Spill Reports available Online at:
http://w3.calema.ca.gov/operational/malhaz.nsf/$defaultview and http://w3.calema.ca.gov/operational/malhaz.nsf

and Cal OES is duplicative. To address this, the SSO notification requirements added by the February 20, 2008 MRP revision are being removed in this MRP revision.

8. In the February 28, 2008 Memorandum of Agreement between the State Water Board and the California Water and Environment Association (CWEA), the State Water Board committed to re-designing the CIWQS[3] Online SSO Database to allow "event" based SSO reporting versus the original "location" based reporting. Revisions to this MRP and accompanying changes to the CIWQS Online SSO Database will implement this change by allowing for multiple SSO appearance points to be associated with each SSO event caused by a single asset failure.

9. Based on stakeholder input and Water Board staff experience implementing the SSO Reduction Program, SSO categories have been revised in this MRP. In the prior version of the MRP, SSOs have been categorized as Category 1 or Category 2. This MRP implements changes to SSO categories by adding a Category 3 SSO type. This change will improve data management to further assist Water Board staff with evaluation of high threat and low threat SSOs by placing them in unique categories (i.e., Category 1 and Category 3, respectively). This change will also assist enrollees in identifying SSOs that require Cal OES notification.

10. Based on over six years of implementation of the SSS WDRs, the State Water Board concludes that the February 20, 2008 MRP must be updated to better advance the SSO Reduction Program[4] objectives, assess compliance, and enforce the requirements of the SSS WDRs.

IT IS HEREBY ORDERED THAT:

Pursuant to the authority delegated by Water Code section 13267(f), Resolution 2002-0104, and Order 2006-0003-DWQ, the MRP for the SSS WDRs (Order 2006-0003-DWQ) is hereby amended as shown in Attachment A and shall be effective on September 9, 2013.

8/6/13
Date

Thomas Howard
Executive Director

[3] California Integrated Water Quality System (CIWQS) publicly available at http://www.waterboards.ca.gov/ciwqs/publicreports.shtml

[4] Statewide Sanitary Sewer Overflow Reduction Program information is available at: http://www.waterboards.ca.gov/water_issues/programs/sso/

ATTACHMENT A

STATE WATER RESOURCES CONTROL BOARD
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM
FOR
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR
SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to $5,000 a day per violation pursuant to Water Code section 13350; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of **any volume** resulting from an enrollee's sanitary sewer system failure or flow condition that: • Reach surface water and/or reach a drainage channel tributary to a surface water; or • Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of **1,000 gallons or greater** resulting from an enrollee's sanitary sewer system failure or flow condition that **do not** reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems **within a privately owned sewer lateral** connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION (see section B of MRP)	• Within two hours of becoming aware of any Category 1 SSO **greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water**, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.	Call Cal OES at: **(800) 852-7550**
REPORTING (see section C of MRP)	• Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. • Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. • Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred. • SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. • "No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. • Collection System Questionnaire: Update and certify every 12 months.	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee's Legally Responsible Official(s).
WATER QUALITY MONITORING (see section D of MRP)	• Conduct water quality sampling **within 48 hours** after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
RECORD KEEPING (see section E of MRP)	• SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume.	Self-maintained records shall be available during inspections or upon request.

B. NOTIFICATION REQUIREMENTS

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.

2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:

   i. Name of person notifying Cal OES and direct return phone number.
   ii. Estimated SSO volume discharged (gallons).
   iii. If ongoing, estimated SSO discharge rate (gallons per minute).
   iv. SSO Incident Description:
      a. Brief narrative.
      b. On-scene point of contact for additional information (name and cell phone number).
      c. Date and time enrollee became aware of the SSO.
      d. Name of sanitary sewer system agency causing the SSO.
      e. SSO cause (if known).
   v. Indication of whether the SSO has been contained.
   vi. Indication of whether surface water is impacted.
   vii. Name of surface water impacted by the SSO, if applicable.
   viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
   ix. Any other known SSO impacts.
   x. SSO incident location (address, city, state, and zip code).

3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).

4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

C. REPORTING REQUIREMENTS

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.

2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.

3. **SSO Categories**

   i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:

      a. Reach surface water and/or reach a drainage channel tributary to a surface water; or

      b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).

   ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee's sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.

   iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.

4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**

   i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:

      a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.

      b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.

iii. **"No Spill" Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a "No Spill" certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, "No Spill" certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.

If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a "No Spill" certification statement for that month.

iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

i. **Causes and Circumstances of the SSO:**

a. Complete and detailed explanation of how and when the SSO was discovered.

b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).

c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.

d. Detailed description of the cause(s) of the SSO.

e. Copies of original field crew records used to document the SSO.

f. Historical maintenance records for the failure location.

ii. **Enrollee's Response to SSO:**

a. Chronological narrative description of all actions taken by enrollee to terminate the spill.

b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.

b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.

ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at CIWQS@waterboards.ca.gov or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

a. **Draft Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:

1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
2. SSO Location Name.
3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
5. Whether or not the SSO reached a municipal separate storm drain system.
6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
7. Estimate of the SSO volume, inclusive of all discharge point(s).
8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
9. Estimate of the SSO volume recovered (if applicable).
10. Number of SSO appearance point(s).
11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
12. SSO start date and time.
13. Date and time the enrollee was notified of, or self-discovered, the SSO.
14. Estimated operator arrival time.
15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.

b. **Certified Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :

1. Description of SSO destination(s).
2. SSO end date and time.
3. SSO causes (mainline blockage, roots, etc.).
4. SSO failure point (main, lateral, etc.).
5. Whether or not the spill was associated with a storm event.
6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
7. Description of spill response activities.
8. Spill response completion date.
9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
11. Whether or not health warnings were posted as a result of the SSO.
12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
13. Name of surface water(s) impacted.
14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.

c. **Draft Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:

1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.

d. **Certified Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:

1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.

e. **Certified Category 3 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:

1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-5, and 17 in section 8.i.b above for Certified Category 1 SSO.

ii. **Reporting SSOs to Other Regulatory Agencies**

These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.

iii. **Collection System Questionnaire**

The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.

iv. **SSMP Availability**

The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board
Division of Water Quality
Attn: SSO Program Manager
1001 I Street, 15th Floor, Sacramento, CA 95814

D. WATER QUALITY MONITORING REQUIREMENTS:

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
   i. Ammonia
   ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

E. RECORD KEEPING REQUIREMENTS:

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
   i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

a. Date, time, and method of notification.

b. Date and time the complainant or informant first noticed the SSO.

c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.

d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.

e. Final resolution of the complaint.

ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.

iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.

3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.

4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:

   i. Supervisory Control and Data Acquisition (SCADA) systems

   ii. Alarm system(s)

   iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

F. CERTIFICATION

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.

2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.

3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.

4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing help@ciwqs.waterboards.ca.gov.

5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

7/30/13
Date

Jeanine Townsend
Clerk to the Board

FACT SHEET

STATE WATER RESOURCES CONTROL BOARD

ORDER NO. 2006-0003

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

The State Water Resources Control Board (State Water Board) adopted Resolution 2004-80 in November 2004, requiring staff to work with a diverse group of stakeholders (known as the SSO Guidance Committee) to develop a regulatory mechanism to provide a consistent statewide approach for reducing Sanitary Sewer Overflows (SSOs). Over the past 14 months, State Water Board staff in collaboration with the SSO Guidance Committee, developed draft statewide general waste discharge requirements (WDRs) and a reporting program. The WDRs and reporting program reflect numerous ideas, opinions, and comments provided by the SSO Guidance Committee.

The SSO Guidance Committee consists of representatives from the State Water Board's Office of Chief Counsel, several Regional Water Quality Control Boards (Regional Water Boards), United States Environmental Protection Agency (USEPA), Region IX, non-governmental environmental organizations, as well as publicly-owned sanitary sewer collection system agencies. The draft WDRs, reporting program, and associated documents result from a collaborative attempt to create a robust and rigorous program, which will serve as the basis for consistent and appropriate management and operation of sanitary sewer systems.

During the collaborative process, several key issues regarding the draft WDRs were identified. These include:

- Is there a need for statewide collection system requirements?
- Should these systems be regulated under a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to the Federal Clean Water Act or under WDRs issued pursuant to the California Water Code (the Porter-Cologne Water Quality Control Act or Porter-Cologne)?
- Should the regulatory mechanism include a prohibition of discharge and, if so, should the prohibition encompass only SSOs that reach surface waters, ground water, or should all SSOs be prohibited?
- Should a regulatory mechanism include a permitted discharge, an affirmative defense, or explicit enforcement discretion?
- Should the regulated facilities include publicly-owned facilities, privately owned facilities, satellite systems (public and private), and/or private laterals?

- Should all SSOs be reported, and if not, what should the reporting thresholds be; and what should the reporting timeframes be?
- How will existing permits and reporting requirements incorporate these new WDRs?
- How much will compliance with these new WDRs cost?

The WDRs and Reporting Program considered the comments of all stakeholders and others who commented on the two drafts circulated to the public. These documents also incorporate legal requirements and other revisions to improve the effectiveness and management of the regulatory program. Following is a discussion of the above issues, comments received on the drafts and an explanation of how issues were resolved.

The Need

As California's wastewater collection system infrastructure begins to age, the need to proactively manage this valuable asset becomes increasingly important. The first step in this process is to have a reliable reporting system for SSOs. Although there are some data systems to record spills and various spill-reporting requirements have been developed, inconsistent requirements and enforcement have led to poor data quality. A few Regional Water Boards have comprehensively tracked SSOs over the last three to five years, and from this information we have been able to determine that the majority of collection systems surveyed have had SSOs within this time period.

Both the San Diego and Santa Ana Regional Water Boards have issued WDRs over the last several years to begin regulating wastewater collection systems in an attempt to quantify and reduce SSOs. In fact, 44 out of 46 collection system agencies regulated by the San Diego Regional Water Board have reported spills over the last four and a half years, resulting in 1467 reported SSOs. Twenty-five out of 27 collection system agencies subject to the Santa Ana Regional Water Board's general WDRs reported SSOs between the years of 1999-2004. During this time period, 1012 SSOs were reported.

The 2004 Annual Ocean and Bay Water Quality Report issued by the Orange County Environmental Health Care Agency shows the number of SSOs increasing from 245 in 1999 to 399 in 2003. While this number indicates a concerning trend, the total annual spill volume from these SSOs has actually decreased dramatically, as has the number of beach closures due to SSOs. It is likely, therefore, that the rise in number of SSOs reflects better reporting, and not an actual increase in the number of SSOs.

This information also suggests that the Santa Ana Regional Water Board's WDRs, which contain sanitary sewer management plan (SSMP) requirements similar to those in the proposed statewide general WDRs, have been effective in

not only increasing the number of spills that are reported but also in mitigating the impacts of SSOs that do occur.

Data supports the conclusion that virtually all collection systems have SSOs and that implementation of a regulatory measure requiring SSO reporting and collection system management, along with required measures to limit SSOs, will greatly benefit California water quality. Implementation of these requirements will also greatly benefit and prolong the useful life of the sanitary sewer system, one of California's most valuable infrastructure items.

NPDES vs. WDRs

Porter-Cologne subjects a broader range of waste discharges to regulation than the Federal Clean Water Act. In general, the Clean Water Act prohibits the discharge of pollutants from point sources to surface waters of the United States unless authorized under an NPDES permit. (33 U.S.C. §§1311, 1342). Since not all SSOs result in a discharge to surface water, however, not all SSOs violate the Clean Water Act's NPDES permitting requirements. Porter-Cologne, on the other hand, covers all existing and proposed waste discharges that could affect the quality of state waters, including both surface waters and groundwater. (Wat. Code §§13050(e), 13260). Hence, under Porter-Cologne, a greater SSO universe is potentially subject to regulation under WDRs. In addition, WDRs under Porter-Cologne can address both protection of water quality as well as the prevention of public nuisance associated with waste disposal. (*Id.* §13263).

Some commenters contend that because all collection systems have the potential to overflow to surface waters the systems should be regulated under an NPDES permit. A recent decision by the United States Court of Appeals for the 2nd Circuit, however, has called into question the states' and USEPA's ability to regulate discharges that are only "potential" under an NPDES permit. In *Waterkeeper Alliance v. United States Environmental Protection Agency* (2005) 399 F.3d 486, 504-506, the appellate court held that USEPA can only require permits for animal feedlots with "an actual addition" of pollutants to surface waters. While this decision may not be widely followed, especially in the area of SSOs, these are clearly within the jurisdiction of the California Water Code.

USEPA defines a publicly owned treatment works (POTW) as both the wastewater treatment facility and its associated sanitary sewer system (40 C.F.R. §403.3(o)[1]). Historically, only the portion of the sanitary sewer system that is owned by the same agency that owns the permitted wastewater treatment facility has been subject to NPDES permit requirements. Satellite sewer collection systems (i.e. systems not owned or operated by the POTW) have not been

[1] The regulation provides that a POTW include sewers, pipes, and other conveyances only if they convey wastewater to a POTW.

typically regulated as part of the POTW and, therefore, have not generally been subject to NPDES permit requirements.

Comments were received that argued every collection system leading to a POTW that is subject to an NPDES permit should also be permitted based upon the USEPA definition of POTW. Under this theory, all current POTW NPDES permits could be expanded to include all satellite sewer collection systems, or alternatively, the satellite system owners or operators could be permitted separately. However, this interpretation is not widely accepted and USEPA has no official guidance to this fact.

There are also many wastewater treatment facilities within California that do not have discharges to surface water, but instead use percolation ponds, spray irrigation, wastewater reclamation, or other means to dispose of the treated effluent. These facilities, and their satellite systems, are not subject to the NPDES permitting process and could not be subject to a statewide general NPDES permit. POTWs that fall into this category, though, can be regulated under Porter-Cologne and do have WDRs.

In light of these factors, the State Water Board has determined that the best approach is to propose statewide general WDRs at this time.

Prohibition of Discharge

The Clean Water Act prohibits the discharge of wastewater to surface waters except as authorized under an NPDES permit. POTWs must achieve secondary treatment, at a minimum, and any more stringent limitations that are necessary to achieve water quality standards. (33 U.S.C. §1311(b)(1)(B) and (C)). Thus, an SSO that results in the discharge of raw sewage to surface waters is prohibited under the Clean Water Act.

Additionally, California Water Code section 13263 requires the State Water Board to, after any necessary hearing, prescribe requirements as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. The requirements shall, among other things, take into consideration the need to prevent nuisance.

California Water Code section 13050 (m), defines nuisance as anything which meets all of the following requirements:

a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

c. Occurs during, or as a result of, the treatment or disposal of wastes.

Some SSOs do create a nuisance as defined in state law. Therefore, based upon these statutory requirements, the WDRs include prohibitions in Section C. of the WDRs. Section C. states:

C. PROHIBITIONS

1. Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.

2. Any SSO that results in a discharge of untreated or partially treated wastewater, which creates a nuisance as defined in California Water Code section 13050(m) is prohibited.

Furthermore, the State Water Board acknowledges the potential for more stringent water quality standards that may exist pursuant to a Regional Water Board requirement. Language included in Section D.2 of the WDRs allows for these more stringent instances.

D. PROVISIONS

2. It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with the general WDRs. Nothing in the general WDRs shall be:

(i) Interpreted or applied in a manner inconsistent with the Federal Clean Water Act, or supersede a more specific or more stringent state or federal requirement in an existing permit, regulation, or administrative/judicial order or Consent Decree;
(ii) Interpreted or applied to authorize an SSO that is illegal under either the Clean Water Act, an applicable Basin Plan prohibition or water quality standard, or the California Water Code;
(iii) Interpreted or applied to prohibit a Regional Water Board from issuing an individual NPDES permit or WDRs, superseding the general WDRs, for a sanitary sewer system, authorized under the Clean Water Act or California Water Code; or
(iv) Interpreted or applied to supersede any more specific or more stringent WDRs or enforcement order issued by a Regional Water Board.

Permitted Discharge, Affirmative Defense, and Enforcement Discretion

Commenters from the discharger community have requested inclusion of an affirmative defense to an SSO on the grounds that certain SSO events are unforeseen and unavoidable, such as SSOs due to extreme wet weather events. An affirmative defense is a mechanism whereby conduct that otherwise violates WDRs or a permit will be excused, and not subject to an enforcement action, under certain circumstances. Since many collection system industry experts believe that not all SSOs may be prevented, given certain circumstances (such as unforeseen vandalism, extreme wet weather, or other acts of God), many

collection system owner representatives believe this should formally be recognized by including an affirmative defense for these unavoidable SSOs.

Previous informal drafts of the general WDRs included affirmative defense language, which was contingent upon appropriate development and implementation of sanitary sewer management plan (SSMP) requirements, as well as a demonstration that the SSO was exceptional and unavoidable. Other stakeholders, including USEPA and the environmental groups opposed the concept of an affirmative defense for SSOs. They argued that its inclusion in the WDRs would undermine the Clean Water Act and inappropriately limit both Regional Water Board and third party enforcement.

After considering input from all stakeholders, and consulting with USEPA, staff is not recommending inclusion of an affirmative defense. Rather, the draft WDRs incorporate the concept of enforcement discretion, and explicitly identify what factors must be considered during any civil enforcement proceeding. The enforcement discretion portion of the WDRs is contained within Sections D. 6 and 7, and is consistent with enforcement discretion provisions within the California Water Code.

Facilities Subject to WDRs

Collection systems consist of pipelines and their appurtenances, which are intended to transport untreated wastewater to both publicly-owned and private wastewater treatment facilities. While wastewater treatment facilities are owned by a wide variety of public and private entities, public agencies (state and federal agencies, cities, counties, and special districts) own the vast majority of this infrastructure.

Collection systems that transport wastewater to POTWs could be grouped into four different categories:

1. Publicly-owned treatment works – pipelines and appurtenances that are owned by a public agency that also owns a wastewater treatment facility;
2. Publicly-owned satellites – pipelines and appurtenances that are owned by a public agency that does not own a wastewater treatment facility; and
3. Private laterals - pipelines and appurtenances that are not owned by a public agency, but rather discharge into one of the above types of facilities.
4. Privately owned treatment works – pipelines and appurtenances that are owned by a private entity, which also owns a wastewater treatment facility (often a septic tank and leach field).

The WDRs require all public agencies, which own wastewater collection systems (category 1 and 2 above) to enroll in the WDRs. Privately owned systems (categories 3 and 4) are not subject to the WDRs; however, a Regional Water

Board may at its discretion issue WDRs to these facilities on a case-by-case or region wide basis.

Collection systems discharging into POTWs (categories 1, 2, and 3) represent, by far, the greatest amount of collection system infrastructure within California. Since regulating private entities (categories 3 and4) on a statewide basis would be unmanageable and impractical (because of the extremely large number and lack of contact information and other associated records), staff believes focusing on the public sector is the best option for meaningful and consistent outcomes. The legal authority and reporting provisions contained in the WDR do require limited oversight of private laterals (category 3) by public entities. Given this limited responsibility of oversight, public entities are not responsible or liable for private laterals.

State Water Board staff will notify all known public agencies that own wastewater collection systems, regarding their obligation to enroll under these WDRs. However, because of data inaccuracies, State Water Board staff may inadvertently not contact an agency that should enroll in the WDRs or erroneously contact a public agency that does not own a collection system. Staff will make every effort to accurately identify public agencies. In the event that a public agency is overlooked or omitted, however, it is the agency's responsibility to contact the State Water Board for information on the application process. An agency can find the appropriate contact by visiting the State Water Board's SSO homepage at www.waterboards.ca.gov/sso.

SSO Reporting

SSOs can be distinguished between those that impact water quality and/or create a nuisance, and those that are indicators of collection system performance. Additionally, SSO liability is attributed to either private entities (homeowners, businesses, private communities, etc...) or public entities. Although all types of SSOs are important to track, the reporting time frames and the type of information that need to be conveyed differ.

The Reporting Program and Online SSO Database clearly distinguish the type of spill (major or minor) and the type of entity that owns the portion of the collection system that experienced the SSO (public or private entity). The reason to require SSO reporting for SSOs that do not necessarily impact public health or the environment is because these types of SSOs are indicators of collection system performance and management program effectiveness, and may serve as a sign of larger and more serious problems that should be addressed. Although these types of spills are important and must be regulated by collection system owners, the information that should be tracked and the time required to get them into the online reporting system are not as stringent.

Obviously, SSOs that are large in nature, affect public health, or affect the environment must be reported as soon as practicable and information associated with both the spill and efforts to mitigate the spill must be detailed. Since the Online SSO Database is a web based application requiring computer connection to the internet and is typically not as available as telephone communication would be, the Online Database will not replace emergency notification, which may be required by a Regional Water Board, Office of Emergency Services, or a County Health or Environmental Health Agency.

Incorporating Existing Permits

It is the State Water Board's intent to have one statewide regulatory mechanism that lays out the foundation for consistent collection system management requirements and SSO reporting. While there are a significant number of collection systems that are not actively regulated by the State or Regional Water Boards, some efforts have been made to regulate these agencies on a facility-by-facility or region-by-region basis. General WDRs, individual WDRs, NPDES permits, and enforcement orders that specifically include collections systems are mechanisms that have been used to regulate collection system overflows.

However, because of these varying levels of regulatory oversight, confusion exists among collection system owners as to regulatory expectations on a consistent and uniform basis (especially with reporting spills). Currently, there are a myriad of different SSO reporting thresholds and a number of different spill report repositories. Because of the varying levels of reporting thresholds and the lack of a common database to capture this information, an accurate picture of SSOs throughout California is unobtainable.

In order to provide a consistent and effective SSO prevention program, as well as to develop reasonable expectations for collection system management, these General WDRs should be the primary regulatory mechanism to regulate public collection systems. The draft WDRs detail requirements associated with SSMP development and implementation and SSO reporting.

All NPDES permits for POTWs currently include federally required standard conditions, three of which apply to collection systems. NPDES permits must clarify that the following three conditions apply to that part of the collection system that is owned or operated by the POTW owner or operator. These conditions are:

- Duty to mitigate discharges (40 CFR 122.41(d))
- Requirement to properly operate and maintain facilities (40 CFR 122.41(e))
- Requirement to report non-compliance (40 CFR 122.41(l)(6) and (7))

Understandably, revising existing regulatory measures will not occur immediately. However, as time allows and, at a minimum, upon readopting existing WDRs or WDRs that serve as NPDES permits, the Regional Water Boards should rescind redundant or inconsistent collection system requirements. In addition, the Regional Water Boards must ensure that existing NPDES permits clarify that the three standard permit provisions discussed above apply to the permittee's collection system.

Although it is the State Water Board's intent that this Order be the primary regulatory mechanism for sanitary sewer systems statewide, there will be some instances when Regional Water Boards will need to impose more stringent or prescriptive requirements. In those cases, more specific or more stringent WDRs or an NPDES permit issued by a Regional Water Board will supersede this Order. Finding number 11, in the WDRs states:

> 11. Some Regional Water Boards have issued WDRs or WDRs that serve as National Pollution Discharge Elimination System (NPDES) permits to sanitary sewer system owners/operators within their jurisdictions. This Order establishes minimum requirements to prevent SSOs. Although it is the State Water Board's intent that this Order be the primary regulatory mechanism for sanitary sewer systems statewide, Regional Water Boards may issue more stringent or more prescriptive WDRs for sanitary sewer systems. Upon issuance or reissuance of a Regional Water Board's WDRs for a system subject to this Order, the Regional Water Board shall coordinate its requirements with stated requirements within this Order, to identify requirements that are more stringent, to remove requirements that are less stringent than this Order, and to provide consistency in reporting.

Cost of Compliance

While the proposed WDRs contain requirements for systems and programs that should be in place to effectively manage collection systems, many communities have not implemented various elements of a good management plan. Some agencies are doing an excellent job managing their collection systems and will incur very little additional costs. Other agencies will need to develop and implement additional programs and will incur greater costs. However, any additional costs that a public agency may incur in order to comply with these General WDRs are costs that an agency would necessarily incur to effectively manage and preserve its infrastructure assets, protect public health and prevent nuisance conditions. These General WDRs prescribe minimum management requirements that should be present in all well managed collection system agencies.

In order to estimate the compliance costs associated with the proposed WDRs, staff analyzed costs associated with implementing the Santa Ana Regional Water Board's general WDRs. Twenty-one agencies, which discharge to Orange County Sanitation District, submitted financial summaries for the last five years, representing both pre- and post-WDRs adoption. Operation and maintenance costs, program development costs, as well as capital improvement costs were

considered and fairly accurately represent what can be expected statewide with the adoption of the General WDRs.

After extrapolating the sample to yield a statewide cost perspective, the projected annual cost of implementing the statewide WDRs is approximately $870 million. This total represents $345.6 million in O&M costs and $524.5 for capital improvement projects.

While this sum is substantial, presenting the costs on a per capita or per household basis puts the figure in perspective. Department of Finance estimated the total population for Californians that may be subject to the WDRs to be 30.3 million persons (1/1/05). Dividing the population by the approximate average household size of 2.5 yields 12 million households. The average household in California is assumed to be 2.5 persons. The increased average annual cost (in order to comply with these WDRs) per person is estimated to be $28.74 and $71.86 per household (or $5.99 per month per household)

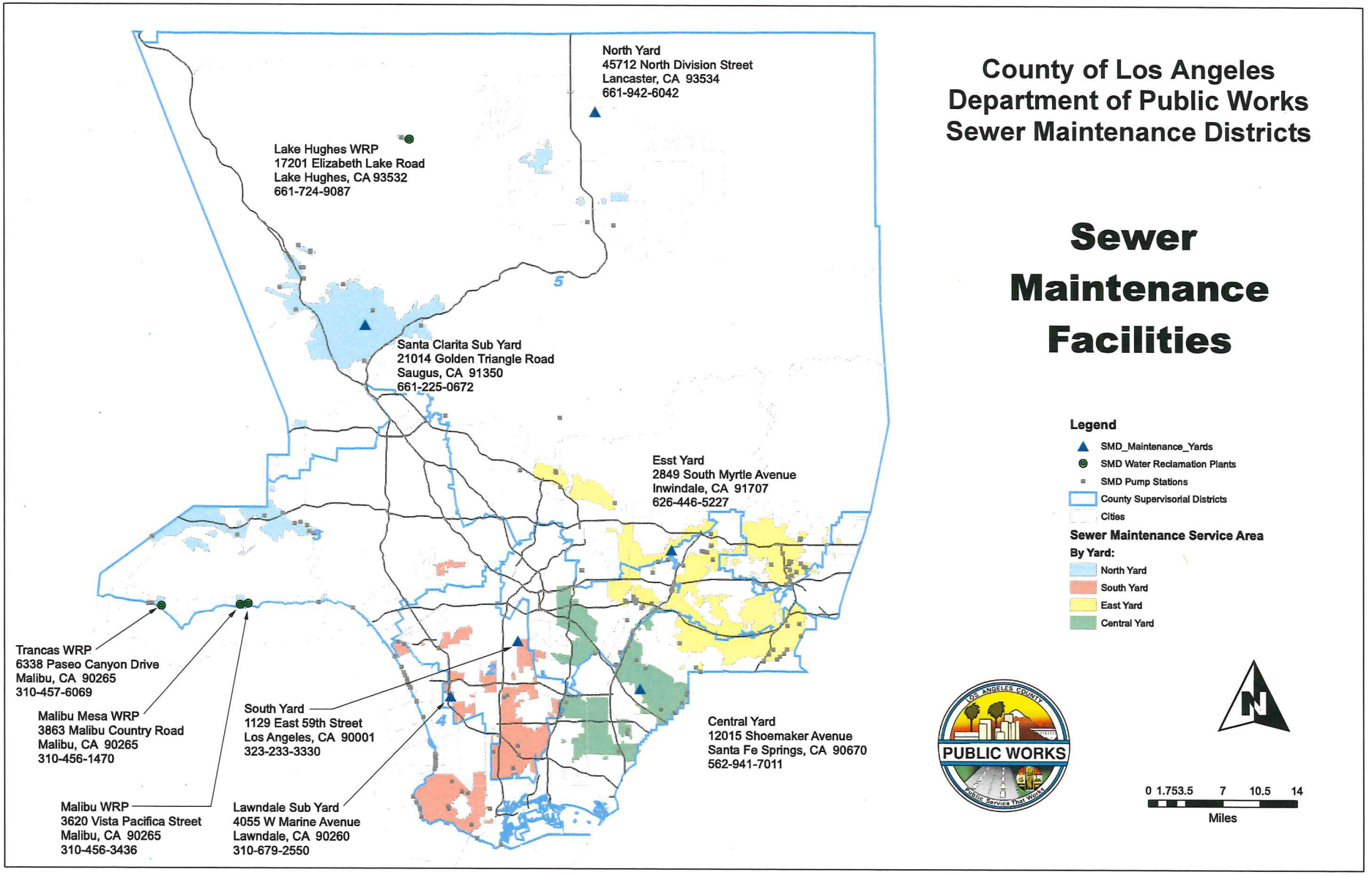
Given these average costs there will be some communities that realize higher costs on a per household basis and some that realize less cost. Furthermore, larger communities will probably also realize an economy of scale, which is dependent upon a community's size. While larger communities may see lower costs associated with compliance, smaller communities will probably see a higher cost associated with compliance. Costs for compliance in small communities may be as high as $40 per month per household.

APPENDIX B

LOCATION MAP FOR SEWER MAINTENANCE YARDS AND PUMP STATIONS

County of Los Angeles
Department of Public Works
Sewer Maintenance Districts

Sewer Maintenance Facilities



file: Facilities1117_20170301 - by jz

APPENDIX C

INVENTORY OF SEWER MAINTENANCE DISTRICTS EQUIPMENT

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
03-315	E0024039	AUTO 4 DR SEDAN COMPACT 2012/TOYOTA PRIUS HYBRID	TOYOTA	PRIUS HYBRID	JTDKN3DU5C1508472	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	03/13/2012	9,402.92
03-320	E0025809	AUTO 4 DR SEDAN COMPACT 2012/TOYOTA PRIUS HYBRID	TOYOTA	PRIUS	JTDKN3DU9C1511780	S400	Sta Fe Springs - 12015 Shoemaker 90670 (SM Ctr Yd)	9421	E	Jim Vives	N/A	09/12/2012	11,330.62
06-267	1063303	TRUCK CHEV/06 C-1500 REG CAB PICKUP	CHEVROLET	1500	1GCEC14V76Z130211	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives		01/01/2006	0.00
06-396	E0026153	TRUCK 2012/FORD F-150 EXT CAB PICK UP 4X2	FORD	F-150	1FTEX1CM9CFB87178	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	10/17/2012	9,841.91
08-030	E0029234	TRUCK 2014/FORD F-250 REG CAB 4X2 PICKUP	FORD	F250	1FTBF2A67EEA16602	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	11/13/2013	16,221.61
08-947	1058995F	TRUCK CHEV/03 PU 2500 2 WHL DRIVE	CHEVROLET	2500	1GCHC24U33E177541	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	12/01/2002	0.00
09-388	E0019896	TRUCK 2011/FORD F-350 REG CAB 4X2 W/40" SERVICE BODY	FORD	F-350	1FDBF3A6XBEA30961	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	10/04/2010	6,753.45
09-389	E0019897	TRUCK 2011/FORD F-350 REG CAB 4X2 W/40" SERVICE BODY	FORD	F-350	1FDBF3A61BEA30962	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	10/04/2010	6,753.45
126-007	E0016987	TRUCK2008/CHEV C7500 HYDRO JETTERW/FOAMER (ORI.TAG #21-289)	GMC	CHEV C7500	1GBP7C1A48F407044	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	04/26/2010	73,081.30
126C-002	E0025805	TRUCK2012/FREIGHTLINER M2112 REG CAB CNG (ORI.TAG #21C-008)	FREIGHTLINER	BUSINESS CLASS M2	1FVAC5DX8CHBS0285	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	07/12/2012	234,061.94
128-001	E0007550	TRUCK FORD/06 F350 REG CAB SWR/UTLTY BDY(ORI.TAG#13-414)	FORD	F350 XL SUPER DUTY	1FDWF36Y46EC86403	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives		04/01/2008	4,832.31
128-011	E0002936	TRUCK CHEV/06 RODDER CONVENTIONAL CAB(ORI.TAG#21-265)	CHEVY	C5500	1GBG5C1G46F404717	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives		08/01/2006	11,721.73
128-017	E0029635	TRUCK 2013/FORD F-650 W/MODEL 877 RODDER(ORI.TAG#21-316)	FORD	F650	3FRNF6HP3DV023765	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	02/05/2014	151,199.77
128-020	E0041914	TRUCK RODDER 2016/FORD F650 REG CAB				I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives		10/11/2016	-14,156.77

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
129-002	E0008905	TRUCK FORD/08 F-350 SEWER INSPECTION (ORI.TAG#13-423)	FORD	F-350	1FDWF36Y08EC06985	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	06/01/2008	6,055.55
129-003	E0008906	TRUCK FORD/08 F-350 SEWER INSPECTION (ORI.TAG#13-424)	FORD	F-350	1FDWF36Y68EC06988	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	06/01/2008	6,055.55
129-004	E0008907	TRUCK FORD/08 F-350 SEWER INSPECTION (ORI.TAG#13-425)	FORD	F-350	1FDWF36Y28EC06986	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	06/01/2008	6,055.55
13-309	1058791BX	TRUCK FORD/2001 STAKEBED W/LIFTGATE	FORD	F-450	1FDXF46S21ED79855	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	10/01/2001	0.00
13-397	E0005085	TRUCK GMC/07 C5500 UTIL/DMP W/A-BOARD	GMC	C5500	1GDE5C1G87F416739	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives		08/01/2007	5,150.47
13-443	E0012131	TRUCK FORD/06, MASONRY W/I564227 & 2 ATTACHMENTS	FORD	F-550	1FDAF56Y16EC61299	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	02/26/2009	15,885.98
13-458	E0019903	TRUCK 2011/FORD F-550 XLT REG CAB FLATBED W/LIFTGATE	FORD	F-550	1FDUF5GY2BEA59674	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	10/05/2010	16,369.89
13-499	E0030244	VAN STEP 2014/FORD E-450 SEWER TV CAMERA W/I564983,I564984..	FORD	E-450	1FDXE4FS1EDA11665	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	04/16/2014	84,691.28
21C-010	E0027575	TRUCK 2012/INTL 7300 REG CAB CONSTRUCTION SERVICE BODY 4X2..	INTERNATIONAL	7300	1HTZZSDRXCJ451259	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	04/10/2013	145,487.17
28-101	1059019	TRUCK INTL/03 VAC/JET SYS AQUTECH	INTERNATIONAL	7600 / B10	1HTWYATT63J062003	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	03/01/2003	0.00
28C-002	E0025630	TRUCK 2012/FREIGHTLINER CNG VACTOR GAP VAX MC1109	FREIGHTLINER	BCM2	1FVHC7DX8CHBR9631	S400	Sta Fe Springs - 12015 Shoemaker 90670 (SM Ctr Yd)	9421	E	Jim Vives	N/A	07/30/2012	270,004.79
28C-005	E0028810	TRUCK 2013/FREIGHTLINER 114SD CNG GAP VAX MC1109	FREIGHTLINER	114SD	1FVHG3DX5DHFG2395	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	08/22/2013	335,160.85
28C-010	E0038729	TRUCK TRACTOR 2016/FREIGHTLINER CASCADIA 113C REG CAB CNG	FREIGHTLINER	CASCADIA 113C	1FUJGBD98GLHP4585	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives		03/21/2016	189,738.08
41-151	E0022182	COMPRESSOR TRAILER MTD 2011/DOOSAN INGERSOLL RAND P185 WJD	DOOSAN INTERNATIONAL USA	P185WJD	4FVCABDA9BU422940	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	06/09/2011	12,669.73
69-052	1050120	LOADER CASE 580SK			JJG0163740	I603	Irwindale - 2849 S. Myrtle	9424	E	Jim Vives	BRADFORD, PAUL	03/01/1993	0.00

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
							Ave 91701 (SM East Yard)						
88-686	1033422BX	PUMP TRASH PEABOY 6"	PEABODY BARNES	6TCCDD	78354G888318080	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	11/01/1988	605.43
98-080	1050713	FORKLIFT HYSTER 4000 LB	HYSTER	H45XM	D177B011943P	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	06/01/1993	0.00
DAB037 01	P0006573	ARROWBOARD BEMIS W/KOHLER	BEMIS		93028204	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	04/01/1993	3,572.25
DBW070 01	P0006575	BLOWER SUPER VAC P244C PORT	SUPER VA	P244C	914021	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	08/01/1991	2,197.58
DTU986 01	1054104	TRAILER 97 ZIEMAN / 5TH WHEEL	ZIEMAN	2715	1ZCE35A25VZP19490	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	10/01/1997	0.00
DTW310 01	1056594	VAC PRESS TANK THOMPSON TRLRMTD TW-310	THOMPSON TANK	WTN-120-8000	1T9TA382111405369	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	03/01/2001	0.00
I378228 01	P0006833	JACK-HEIN/WERNER TON			M-X10-10	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	05/01/1983	1,062.66
I430055 01	P0006993	CONC SAW-TARGET PACII 805			84926	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	01/01/1985	1,148.20
I465321 01	P0007159	CLEAN/WASH ALKOTA SM068	ALKOTA	4212T	150754	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	10/01/1991	3,301.63
I543872 01	P0007738	DYNA HOST TRIPOD SYS F/CONFINED SPACE	PACIFIC SAFETY E	506213	H0204	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	04/01/1992	2,085.84
I543874 01	P0007739	DYNA HOST TRIPOD SYS F/CONFINED SPACE	PACIFIC SAFETY E	506213	H0223	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	04/01/1992	2,085.84
I543875 01	P0007740	DYNA HOST TRIPOD SYS F/CONFINED SPACE	PACIFIC SAFETY E	506213	H0206	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	04/01/1992	2,085.84
I543876 01	P0007741	SELF RETRACTABEL LIFELINE			911652	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	04/01/1992	2,085.84
I543877 01	P0007742	SELF RETRACTABLE LIFELINE			911654	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	04/01/1992	2,085.84
I543878 01	P0007743	SELF RETRACTABLE LIFELINE			911622	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	WEATHERSBEE, RA	04/01/1992	2,085.84
I547621 01	P0007794	SELF RETRACTABLE LIFELINE			911627	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	04/01/1992	2,085.83

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
I547673 01	P0007813	DUSTER ROACH KOHLER	KOHLER		2200905703	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	05/01/1992	3,891.59
I557901 01	P0007836	RETRACTABLE LIFELINE			921964 / V21964M	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	11/01/1992	1,617.75
I562246 01	1051143	SHORING BOX TRENCH & PANELS	STRUTS			I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	01/01/1994	0.00
I562330 01	P0007911	WINCH ASSEMBLY REMOTE POWER WN		W/1000	2221	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	02/01/1994	4,735.94
I562489 01	P0007942	WINCH ASSEMBLY CUES W/D13236	CUES		2284	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	01/01/1995	4,800.44
I562492 01	1051549B	CAMERA CVR 460 CUES W/D13236	CUES	CVR 460	4677	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	01/01/1995	0.00
I563219 01	1054193B	CUTTER ROOT LUMBERJACK	LUMBERJACK			I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	03/01/1999	915.56
I563453 01	1058921A	CAMERA TV CUES PAN&TILT W/ 13-236	CUES	NITEOWL PAN&TILT	1053001500402	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	06/01/2002	0.00
I563455 01	1058921B	CAMERA TRANSPORTER CUES W/13-236	CUES	MC400 REVD	4524	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	06/01/2002	0.00
I563560 01	1059107	MILLING CUTTER LAIMER UNICON BUEHLER	LAIMER UNICON	TYPE V	FL9497	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	BRADFORD, PAUL	05/01/2003	534.64
I564096 01	E0008114	TRUCK REEL SYSTEM BADGER W/13-411	ARIES	EN2000	07092508	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	03/01/2008	1,764.76
I564097 01	E0008115	PTZ CAMERA SYSTEM W/13-411	ARIES	PE2710	07082801	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	03/01/2008	0.00
I564098 01	E0008116	TRACTOR BADGER W/13-411	ARIES	BADGER	07092401	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	03/01/2008	0.00
I564099 01	E0008117	REEL SYSTEM PATHFINDER W/13-411	ARIES	PR3300	07100105	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	03/01/2008	1,740.09
I564100 01	E0008118	GENERATOR ONAN 7.0KW FUEL INJECTED W/13-411	ONAN	7HGJAD-2141C	J070115380	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	03/01/2008	8,805.39
I564121 01	E0008119	PATHFINDER ZOOM CAMERA SYSTEM W/13-411	ARIES	PE3300	07100801	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	03/01/2008	0.00
I564122 01	E0008120	PATHFINDER TRACTOR SYSTEM	ARIES	TR3300	07092402	I603	Irwindale - 2849 S. Myrtle	9424	E	Jim Vives	N/A	03/01/2008	0.00

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
		W/13-411					Ave 91701 (SM East Yard)						
I564123 01	E0008121	REMOTE LIFT ASSY. TR3200 W/13-411	ARIES	TR3200		I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	03/01/2008	0.00
I564227 01	E0012132	HOIST TIGER 3215E TRUCK MTD W/13-443	SERVICE TRUCKS INT'L	TIGER 3215E	108715E	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	N/A	02/26/2009	5,552.90
I564978 01	E0030249	CAMERA CUES ASSY M/C OZ3 SND LED LSR W/13-499	CUES	MZ300-2D	13110101	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	W/13-499	04/16/2014	19,373.60
I564979 01	E0030250	CAMERA CUES ASSY M/C OZ3 SND LED LSR W/13-499	CUES	MZ300-2D	13110104	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	W/13-499	04/16/2014	19,373.60
I564980 01	E0030251	TRANSPORTER CUES BRASS CPR WM350 W/13-499	CUES	WM350	14021201	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	13-499	04/16/2014	11,821.90
I564981 01	E0030252	TRANSPORTER CUES WTR WHEELED TX361 W/13-499	CUES	TX361	13111803	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	W/13-499	04/16/2014	8,237.23
I564982 01	E0030253	LIFT ASSY POWER CPR CUES WM330 W/13-499	CUES	WM330	14013004	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	13-499	04/16/2014	4,632.96
I564983 01	E0030245	COMPUTER CUES PCU ASSY K2 SUMMIT TRK MTD W/13-499	CUES	PCU	14010806	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	EAST YARD SEWER	04/16/2014	5,689.11
I564984 01	E0030246	COMPUTER CUES CCU TRK MTD LX800 K2 SUMMIT W/13-499	CUES	CCU	13121903	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	EAST YARD SEWER	04/16/2014	5,441.77
I564985 01	E0030247	COMPUTER CUES WINDOWS 7 GXP TRK MTD W/13-499	CUES	GXP	WS502234	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	W/13-499	04/16/2014	13,584.78
I564986 01	E0030248	GENERATOR CUMMINS ONAN M#7HGJAD-2139J W/13-499	ONAN	7HGJAD-2139J	I130568938	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives	W/13-499	04/16/2014	5,899.56
I565311 01	E0005630	CAMERA INSPECTION SYSTEM SEWER PORTABLE	PELICAN/RIGID	1520	208-07588	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	E	Jim Vives		08/01/2007	0.00
PW15351	P0009671	BREATHG APPARATUS SCOTT SCBA S		TC13F401	99100110	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	03/01/1999	1,145.73
PW15352	P0009672	BREATHG APPARATUS SCOTT SCBA S		TC13F401	99100111	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	03/01/1999	1,145.73
PW15353	P0009673	BREATHG APPARATUS SCOTT SCBA S		TC13F401	99100112	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	03/01/1999	1,145.73
PW20812	P0013302	GENERATOR ONAN 93 PRO 6000E / GP726	ONAN	PRO 6000E	1310044	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	05/01/2002	1.00

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
PW26171	P0018053	MONITOR 19" SAMSUNG 910MP FLAT PANEL	SAMSUNG	910MP	MZ19HCHY700852N	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	08/01/2005	405.13
PW29149	P0028756	MONITOR DELL 1907FP ULTRASHARP	DELL	1907FP ULTRASHARP	CNOFP18271618738GCF5	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	N/A	05/01/2007	242.83
PW29288	P0028937	CAMERA DIGITAL CASIO EXZ700 EXILIM 7MP	CASIO	EXZ700 EXILIM 7MP	80013821AD	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD PAUL	06/01/2007	319.34
PW29545	P0029217	CAMERA CASIO DIGITAL EXZ1050 EXILIM	CASIO	EXZ1050 EXILIM DIGTL	30002887AV	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	08/01/2007	319.36
PW29760	P0029693	FLOW METER HACH SIGMA 910 PORT	HACH CO	SIGMA 910 PORT	070800061193	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	N/A	09/01/2007	4,113.83
PW29928	P0029588	MONITOR DELL ULTRASHARP 1908FP	DELL	ULTRASHARP 1908FP	CN0DY8404663375M3RFU	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	09/01/2007	268.86
PW30886	P0030964	CONTROLLER CAMERA PTZ IN TAG# 13-411	ARIES	RC2005	7102203	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	1,191.83
PW30887	P0030965	PRINTER HP DESKJET 5650 IN TAG# 13-411	HP	5650	MY73F140XP	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	300.00
PW30888	P0030966	RECORDER SONY DVD RACK MTD IN TAG#13-411	SONY	RDR-VX555	6070072	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	1,357.46
PW30889	P0030967	AOPEN MINI PC MP915-X IN TAG# 13-411	AOPEN	MP915-X	64400139JED1	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	3,724.63
PW30891	P0030977	PATHFINDER ZOOM CONTROLLER IN TAG#13-411	ARIES	PR3300	70782905	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	1,191.83
PW31017	P0030969	MONITOR LCD TRIVIEW 15" IN TAG# 13-411	TRIVIEW	TLM-1503		I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	455.51
PW31018	P0030970	MONITOR LCD TRIVIEW 15" IN TAG# 13-411	TRIVIEW	TLM-1503	10713315002	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	455.51
PW31019	P0030971	MONITOR LCD TRIVIEW 15" IN TAG# 13-411	TRIVIEW	TLM-1503	M7T2CM4G070400062M	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	455.51
PW31023	P0030972	CONTROLLER 3 SPEED TR3200 IN TAG# 13-411	ARIES	846661	910607	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	512.78
PW31024	P0030973	CONTROLLER FOR TR3300 IN TAG# 13-411	ARIES	846662	751007	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	829.10
PW31025	P0030974	PCU ASSY 12P HV RACK MTD IN	ARIES			I603	Irwindale - 2849 S. Myrtle	9424	P	Jim Vives		03/01/2008	4,624.09

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
		TAG# 13-411					Ave 91701 (SM East Yard)						
PW31027	P0030975	CONTROL TRACK M/C TR3200 IN TAG# 13-411	ARIES			I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	2,310.02
PW31028	P0030976	ARIES COMPUTER RACK MTD IN TAG# 13-411	ARIES			I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		03/01/2008	3,375.24
PW31908	P0033082	GENERATOR POWER MAX XP10000E W/13-443	POWER MAX	XP10000E		I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		02/26/2009	1,623.75
PW31909	P0033081	MIXER CEMENT MULTIQUIP W/13-443	MULTIQUIP INC	MC-64	B2751042	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives		02/26/2009	2,814.50
PW32770	P0032501	HP L2445W LCD DISPLAY	HP	L2445W LCD DISPLAY	3CQ9190W3W	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	N/A	09/29/2009	285.24
PW33927	P0034067	MONITOR HP LA2205WG	HP	LA2205WG	3CQ0262WKM	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	08/31/2010	192.06
PW34469	P0034434	MONITOR HP LP2405WG	HP	LP2405WG	CN40390J9V	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD PAUL	11/09/2010	271.08
PW36399	P0037728	HP LA2306X MONITOR	HP	LA2306X	3CQ2190H9D	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	N/A	06/20/2012	179.00
PW36469	P0037788	HP COMPAQ 6200 PRO MT COMPUTER	HP	COMPAQ 6200 PRO MT	MXL2242PFR	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	N/A	06/27/2012	659.31
PW37922	P0040589	HP LA2306X MONITOR	HP	LA2306X	3CQ3140F96	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	N/A	08/26/2013	204.04
PW38092	P0040744	HP ELITE 6300 PRO COMPUTER	HP	ELITE 6300 PRO	MXL3320943	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	CHRISTOPHER PUSSMAN	08/20/2013	808.78
PW38419	P0041258	HP ELITE 6300 PRO COMPUTER	HP	ELITE 6300 PRO	MXL3341SQ1	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	JESSE GARCIA	10/21/2013	577.01
PW38466	P0041305	HP ELITE 6300 PRO COMPUTER	HP	ELITE 6300 PRO	MXL3341SNX	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	CHRISTOPHER PENA	10/21/2013	577.01
PW38965	P0041931	PROTOTEK LF 2000 DIGITAL LOCATOR W/13-499	PROTOTEK	LF2000	122368	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	VIVES,JIM	04/16/2014	1,956.55
PW38966	P0041932	TOSHIBA DVD VIDEO RECORDER DR430KU W/13-499	TOSHIBA	DR430	D31C1983KU6301	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	W/13-499	04/16/2014	661.63
PW38967	P0041933	VIEWSONIC VT2405 LED-2M MONITOR W/13-499	VIEWSONIC	VT2405 LED	T8B132200895	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	W/13-499	04/16/2014	715.03

County of Los Angeles
Department of Public Works
DPW eCAPS Reporting System (DeRS)
ASSETS BY

DIVISION: 49400 Sewer Maintenance Division - Administration
CUSTODIAN: PWJVIVES
CUSTODIAN NAME: Jim Vives

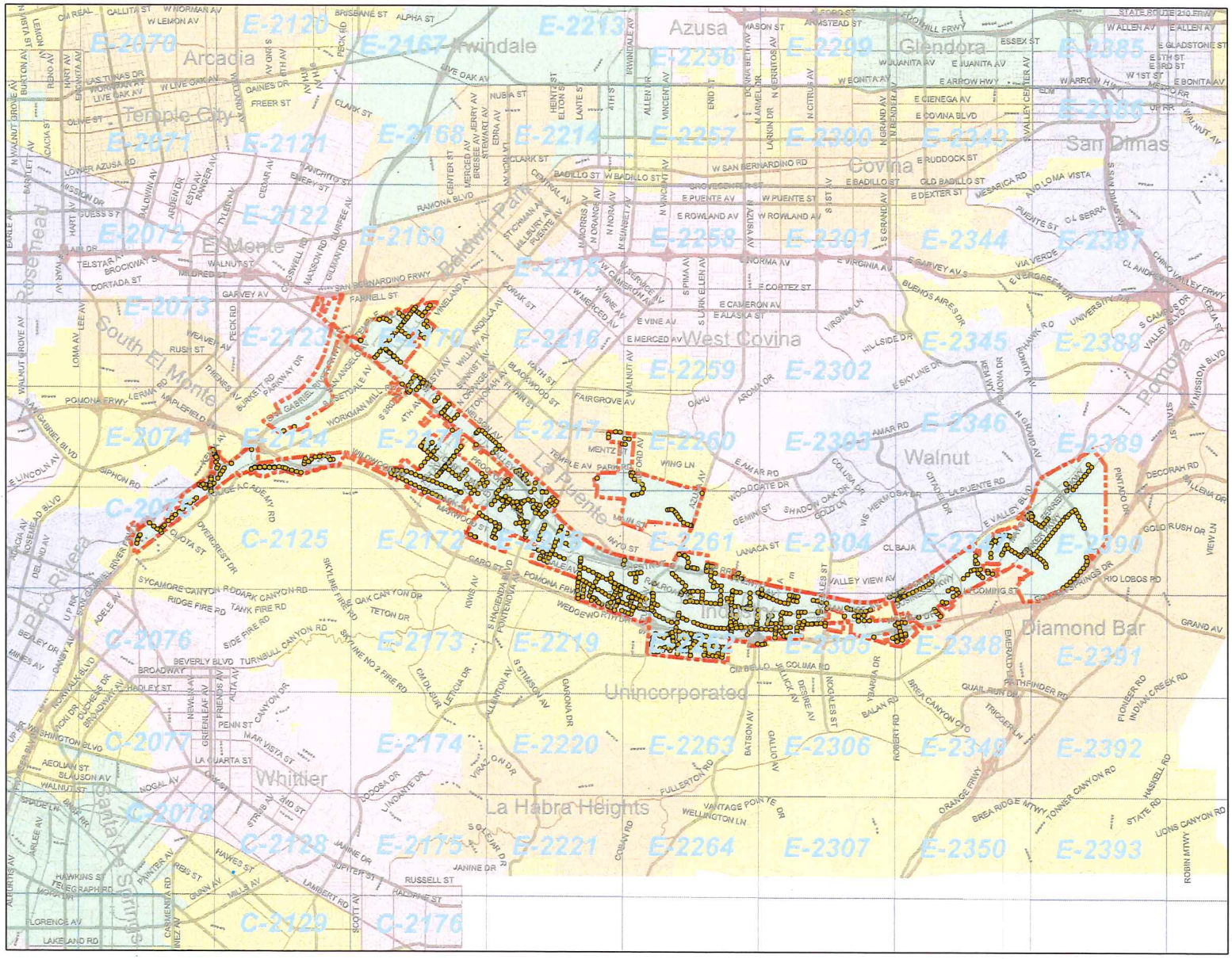
TAG NUMBER	FA NUMBER	ASSET DESC	MANUFACTURER	MODEL NUMBER	SR NUMBER	LOC CD	LOC DESC	SLOC	FA TYPE	CUSTODIAN NAME	END USER	ACQ DATE	NET BOOK VALUE
PW38968	P0041934	VIEWSONIC VT2405 LED-2M MONITOR W/13-499	VIEWSONIC	VT2405 LED	T8B132201119	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	W/13-499	04/16/2014	715.03
PW38969	P0041935	VIEWSONIC VT2405 LED-2M MONITOR W/13-499	VIEWSONIC	VT2405 LED	T8B132201135	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	W/13-499	04/16/2014	715.03
PW39170	P0041936	REAR VIEW FOR CPR WITH POWER LIFT CAMERA W/13-499	CUES	WM345	13111503	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	VIVES, JIM	04/16/2014	3,815.00
PW41255	P0039885	HONDA EB3000 GENERATOR W/21C-010	HONDA	EB3000	GCBUT-1009137	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	N/A	04/10/2013	1,977.26
PW46356	P0048628	HP OFFICEJET PRO 6978 - DESKTOP ALL-IN-ONE	HP	6978	TH6CA531WR	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	COMMUNITY	04/24/2017	
PW7476	P0021385	CABLETRON SEHI-24		SEHI-24	0765522003	I603	Irwindale - 2849 S. Myrtle Ave 91701 (SM East Yard)	9424	P	Jim Vives	BRADFORD, PAUL	06/01/1995	2,200.00
												TOTAL FOR CUSTODIAN: PWJVIVES	**1,820,109.68**

APPENDIX D

INVENTORY OF COLLECTION FACILITIES

Sewer Facilities in the City of Industry

Public Works
LOS ANGELES COUNTY



5,000 0 5,000
Feet

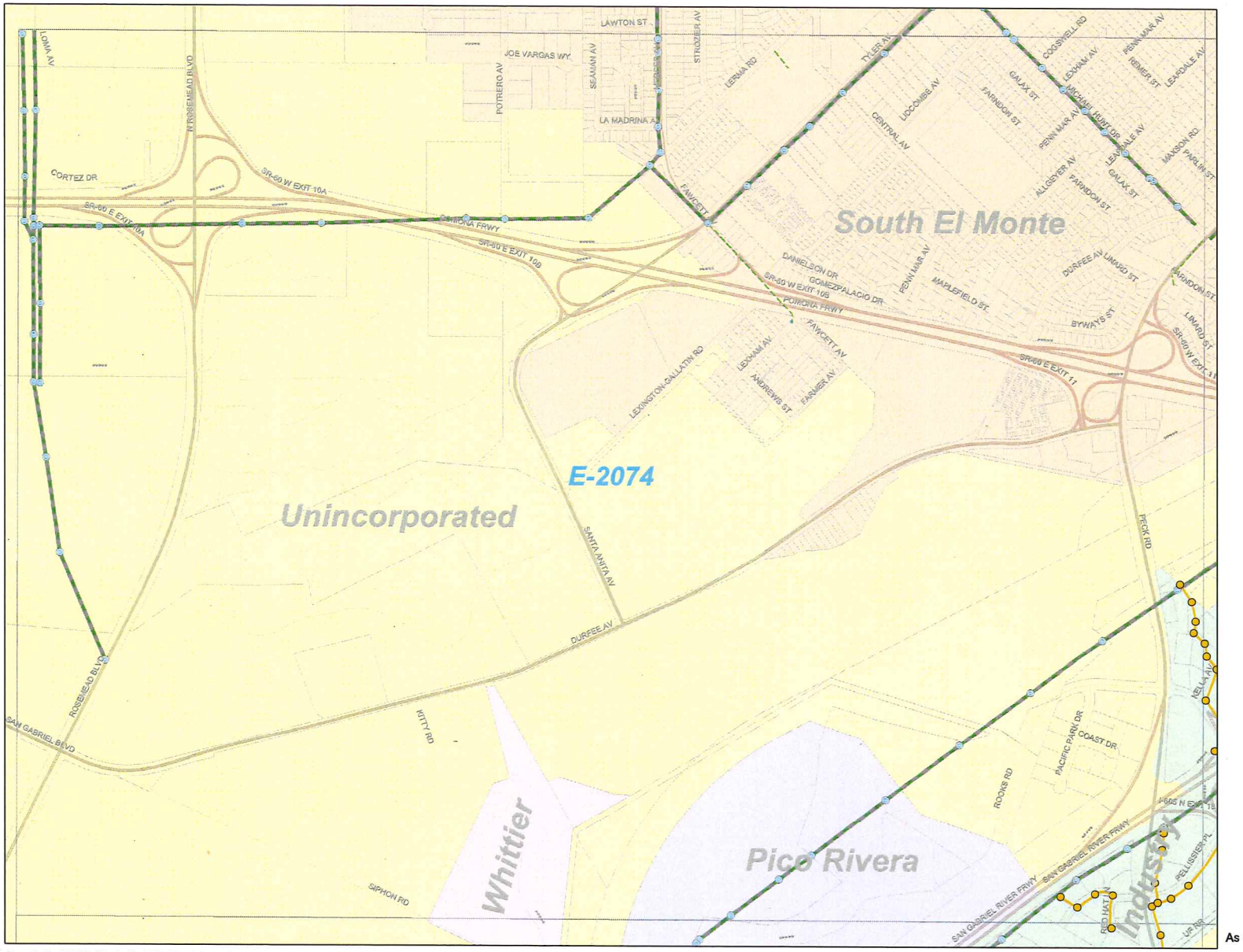
Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019
Doc. Path: C:\YZhu\Sewer Facility\SewerFacilities_IND.mxd

D1

Sewer Facilities in the City of Industry SMD E-2074



Sewer Facilities in the City of Industry SMD E-2074

Public Works
LOS ANGELES COUNTY

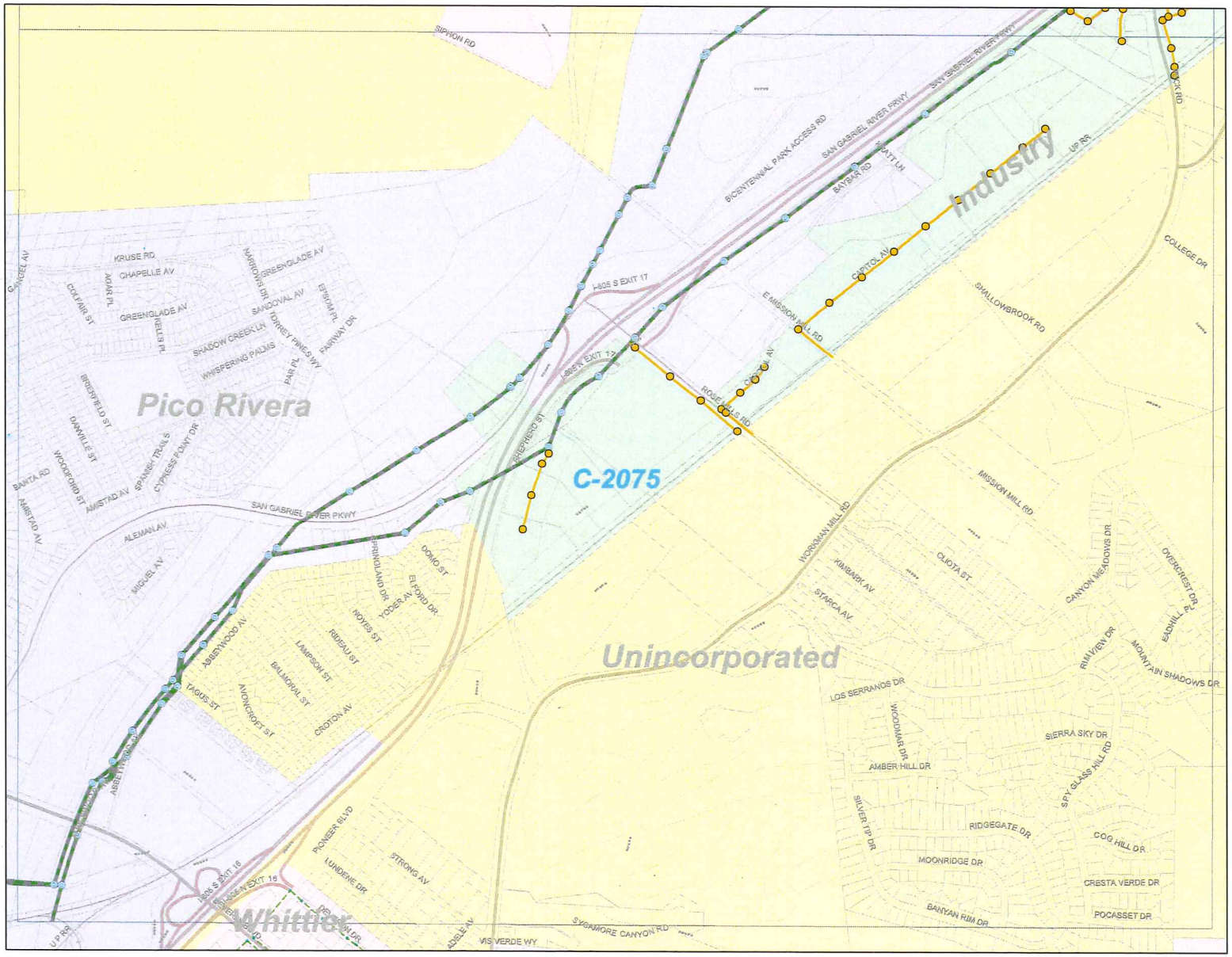
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD C-2075

Public Works
LOS ANGELES COUNTY

N

0 1,000 2,000
Feet

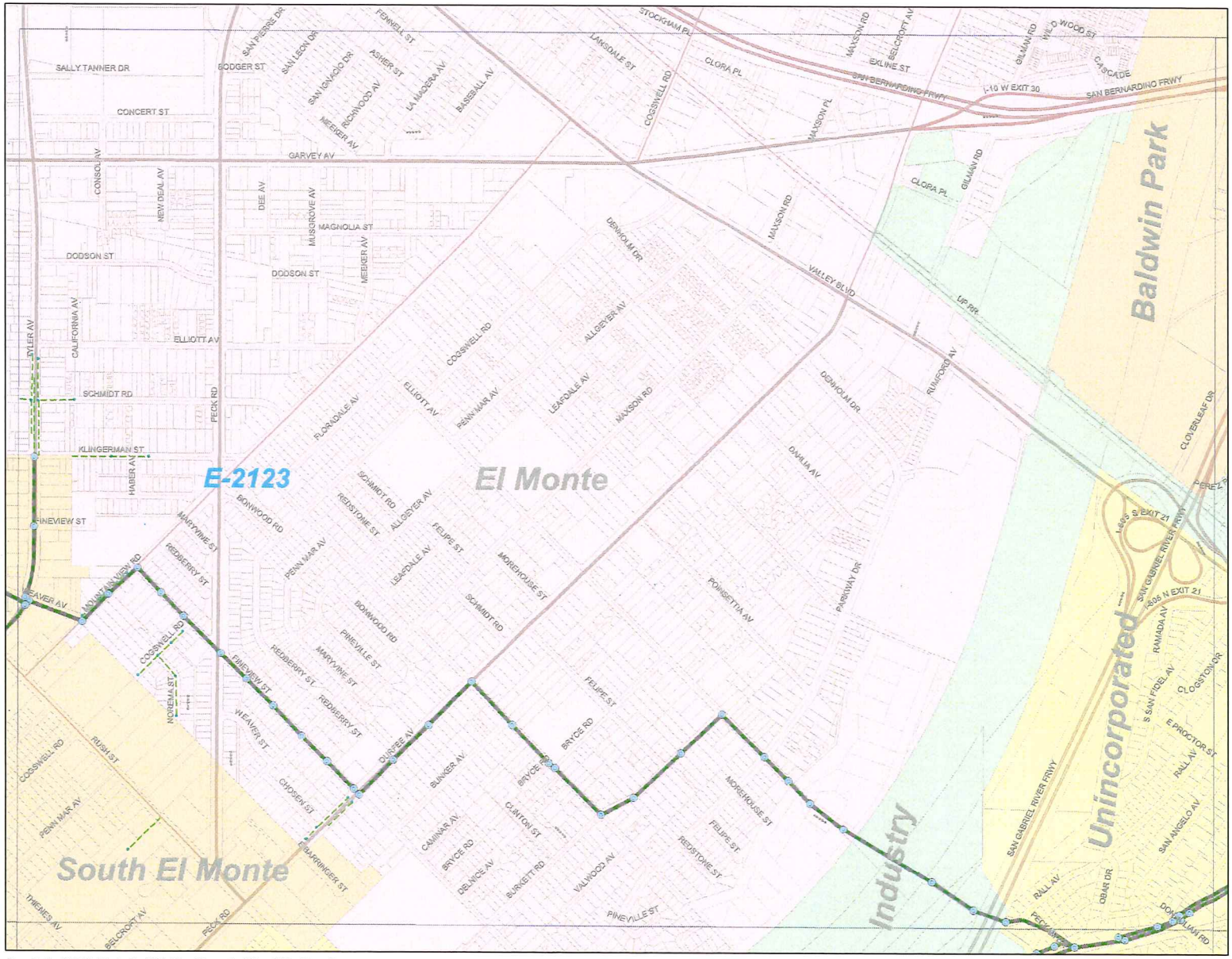
Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

Sewer Facilities in the City of Industry SMD E-2123



Public Works
LOS ANGELES COUNTY

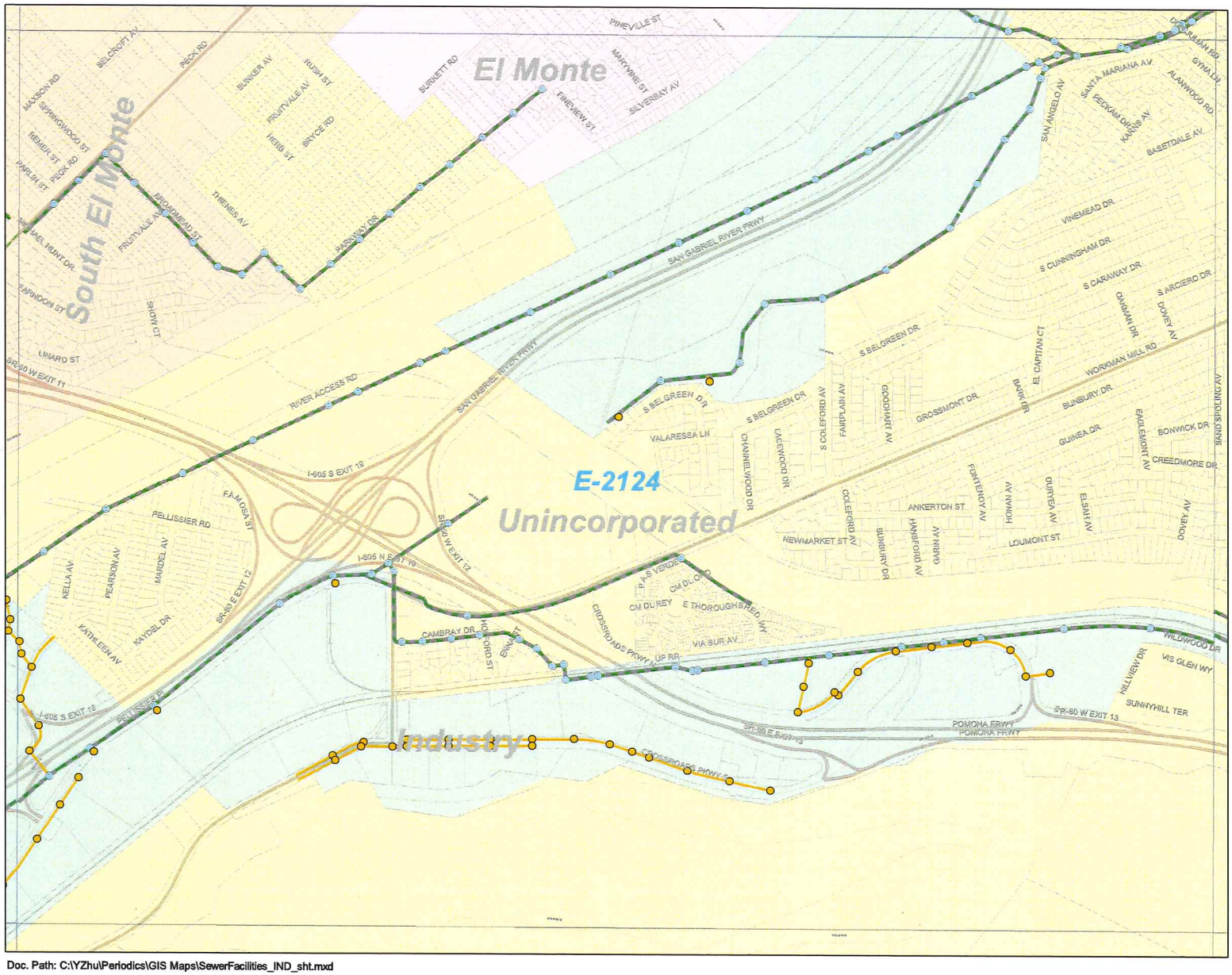
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2124

Public Works
LOS ANGELES COUNTY

0 1,000 2,000
Feet

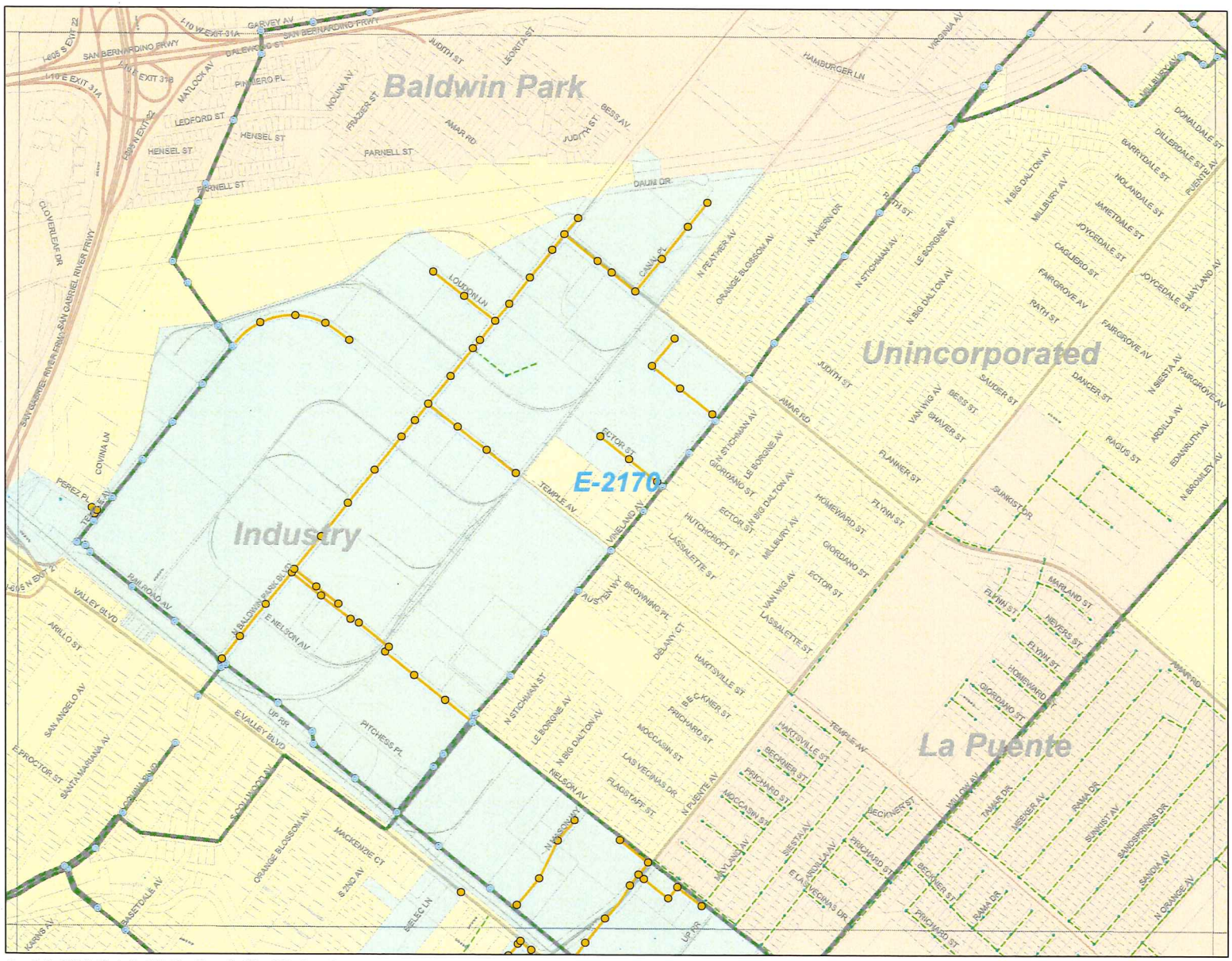
Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

Sewer Facilities in the City of Industry SMD E-2170



Public Works
LOS ANGELES COUNTY

0 1,000 2,000
Feet

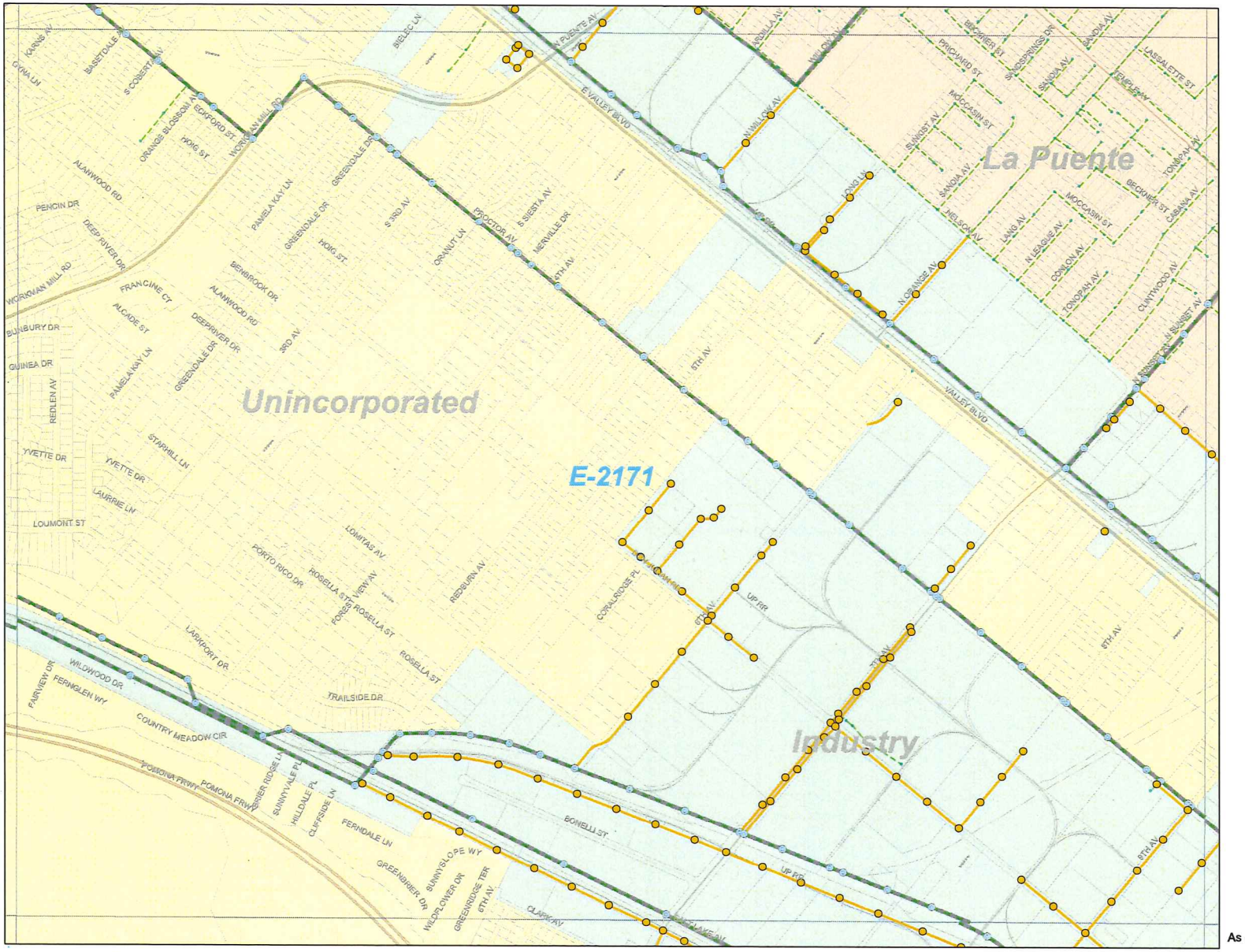
Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

Sewer Facilities in the City of Industry SMD E-2171



Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

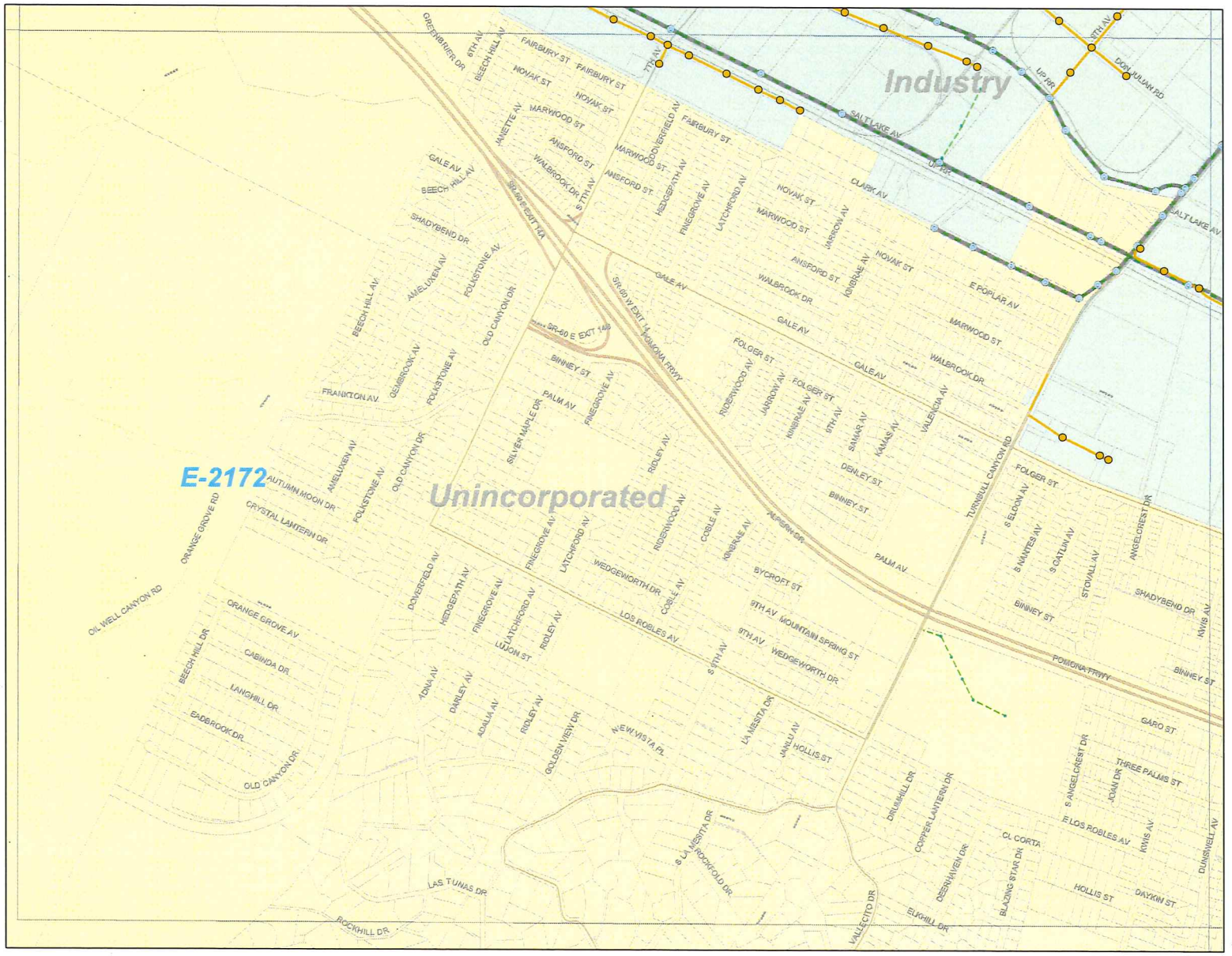
Public Works
LOS ANGELES COUNTY

0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019



Sewer Facilities in the City of Industry SMD E-2172

Public Works
LOS ANGELES COUNTY

N

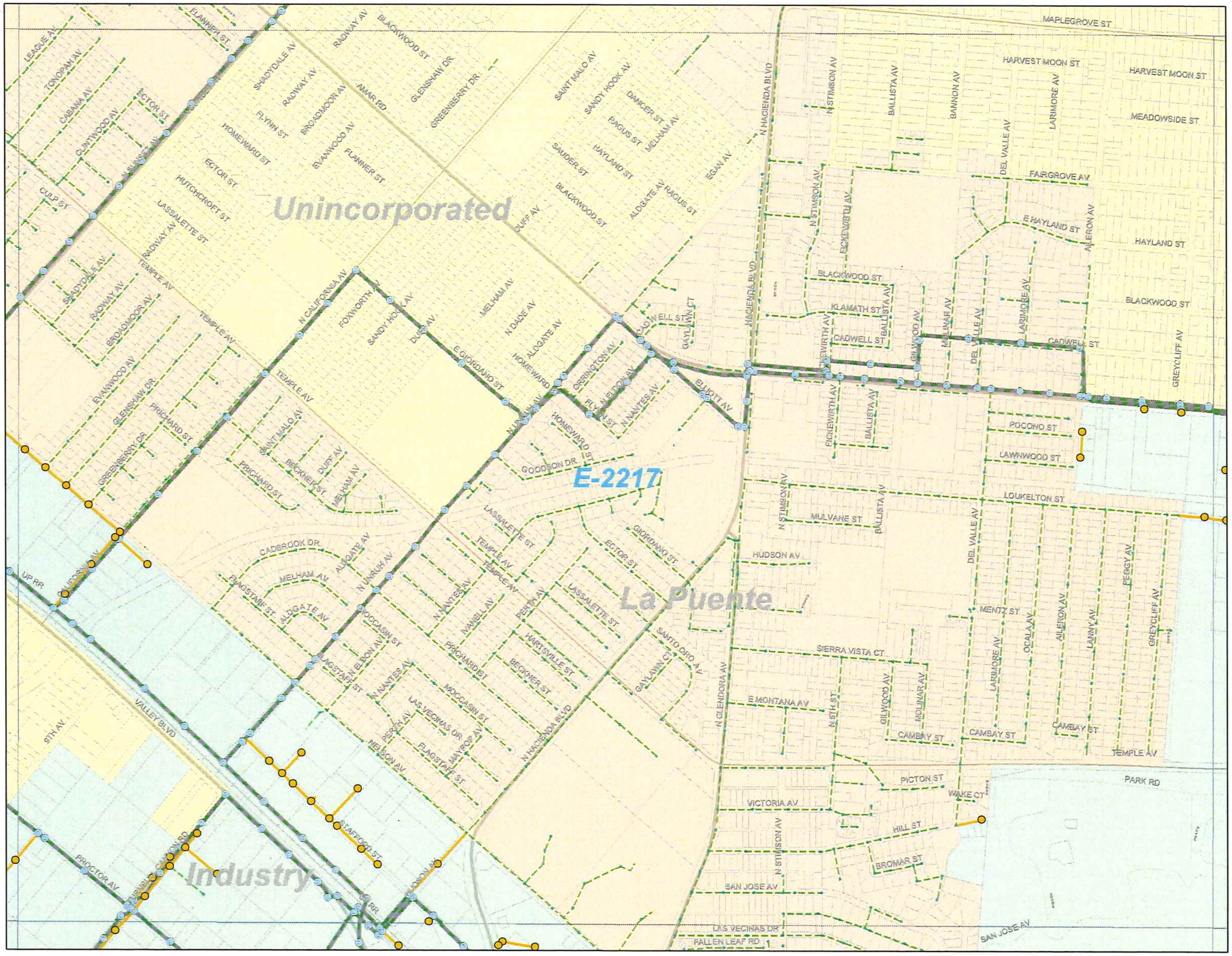
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities
in the City of Industry
SMD E-2217

Public Works
LOS ANGELES COUNTY

N

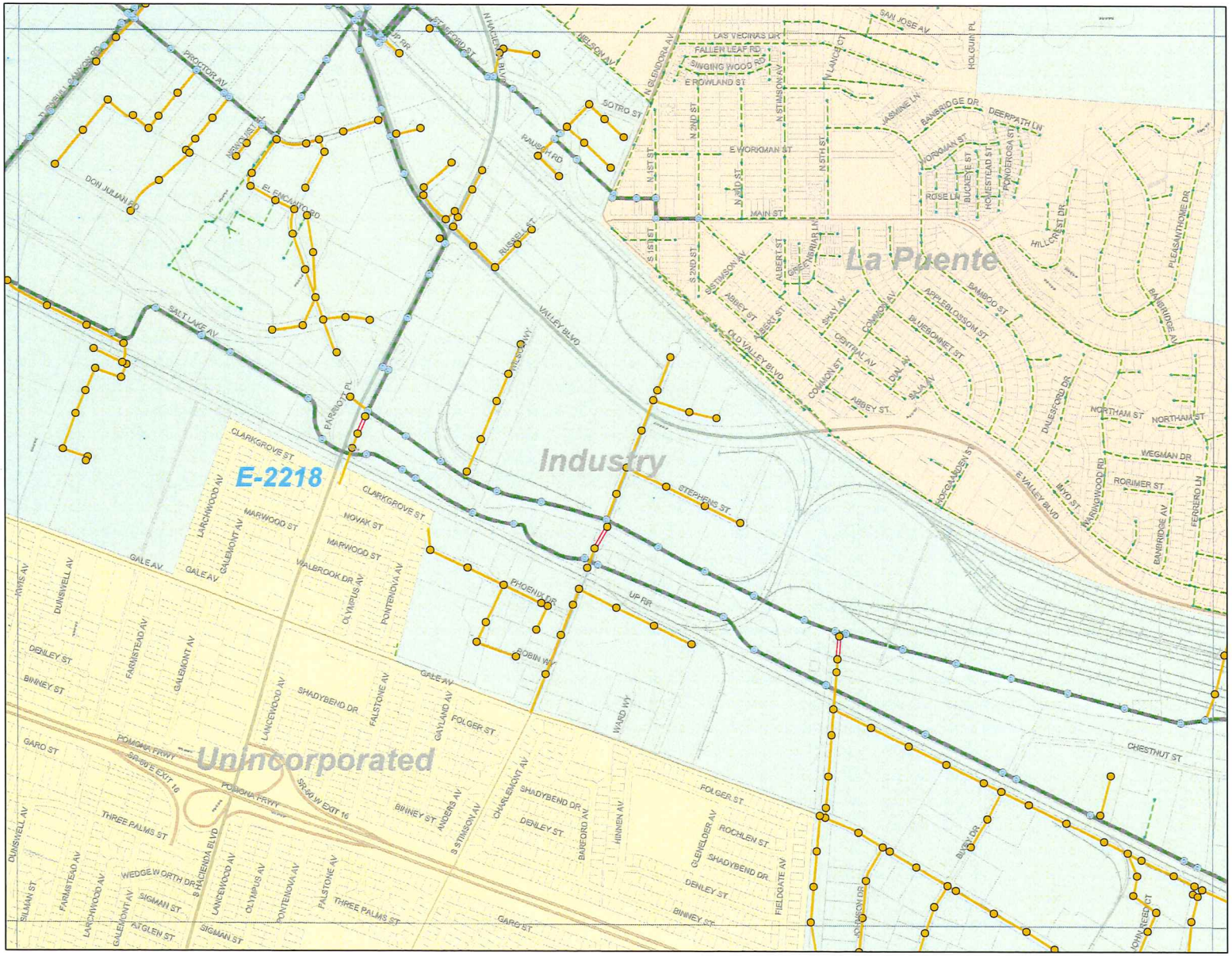
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2218

Public Works
LOS ANGELES COUNTY

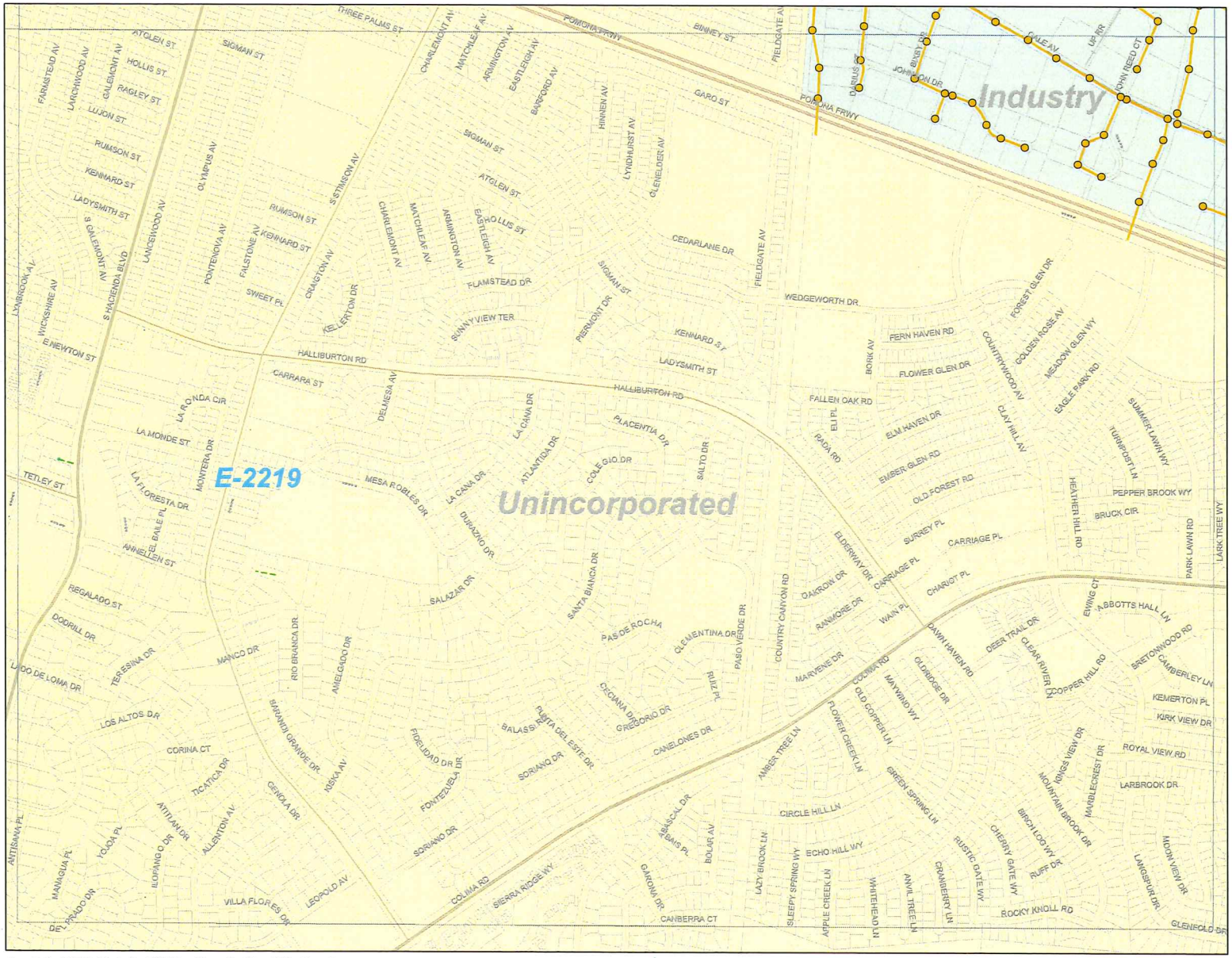
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2219

Public Works
LOS ANGELES COUNTY

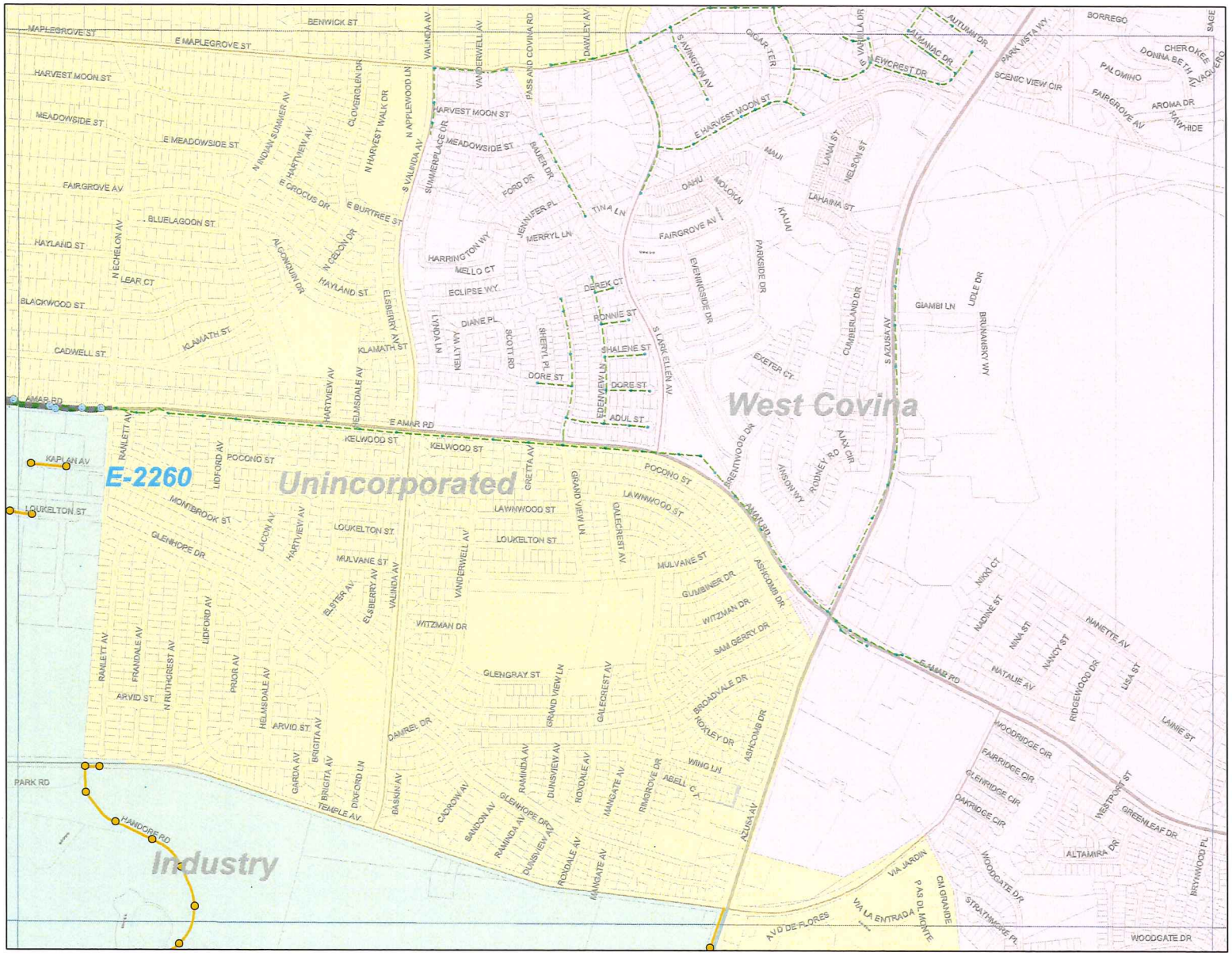
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2260

Public Works
LOS ANGELES COUNTY

0 1,000 2,000
Feet

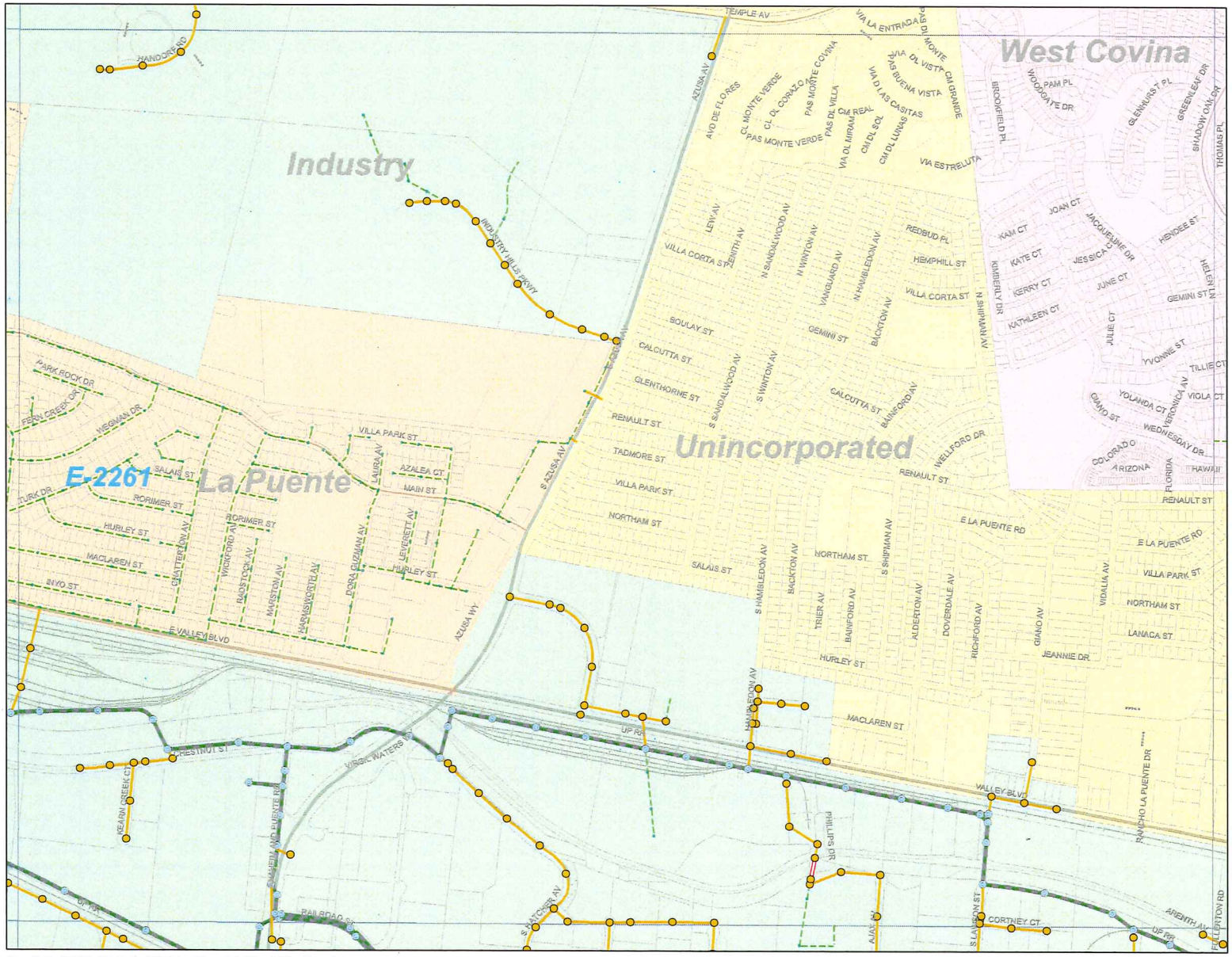
Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

Sewer Facilities in the City of Industry SMD E-2261



Public Works
LOS ANGELES COUNTY

0 1,000 2,000
Feet

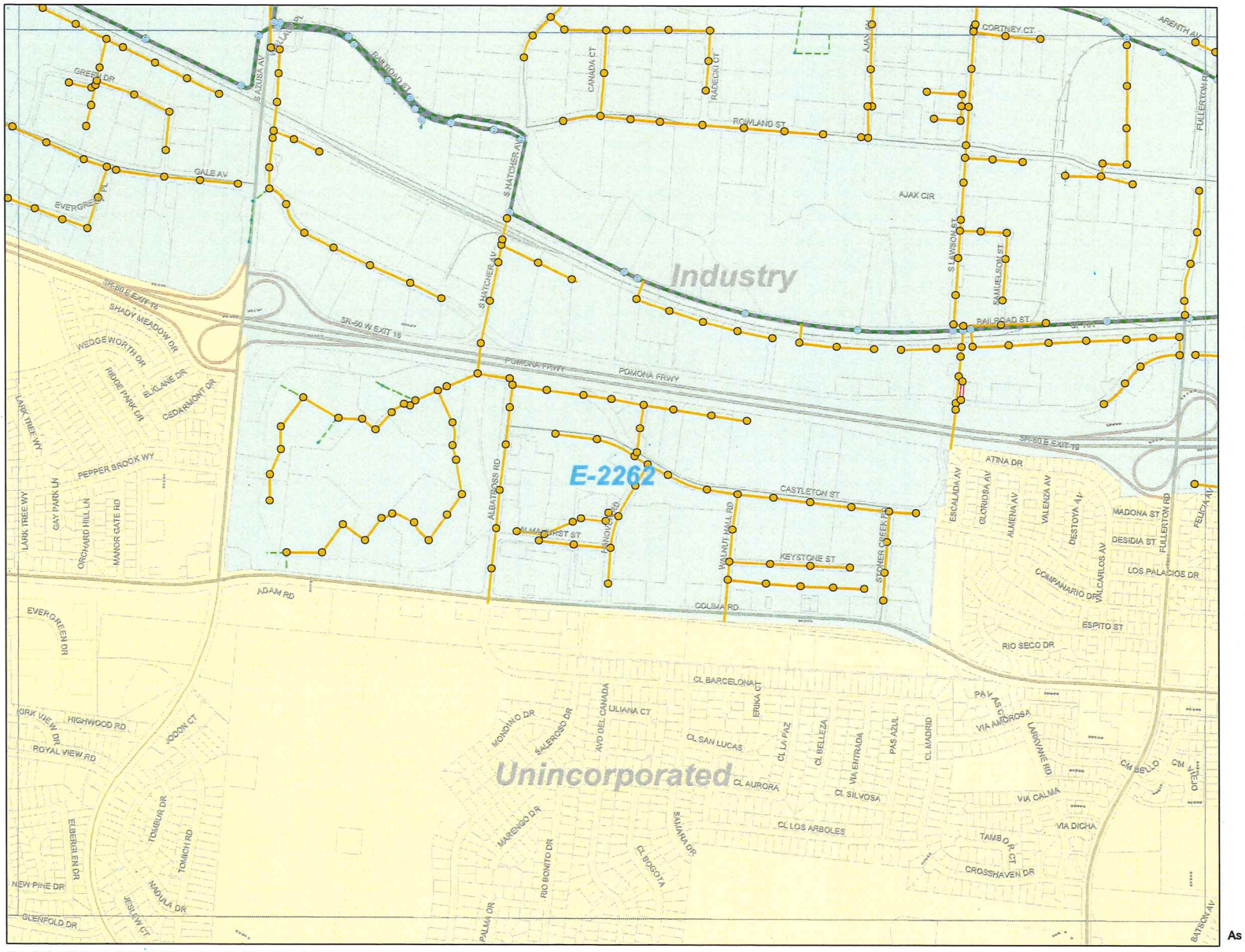
Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

Sewer Facilities in the City of Industry SMD E-2262



Public Works
LOS ANGELES COUNTY

N

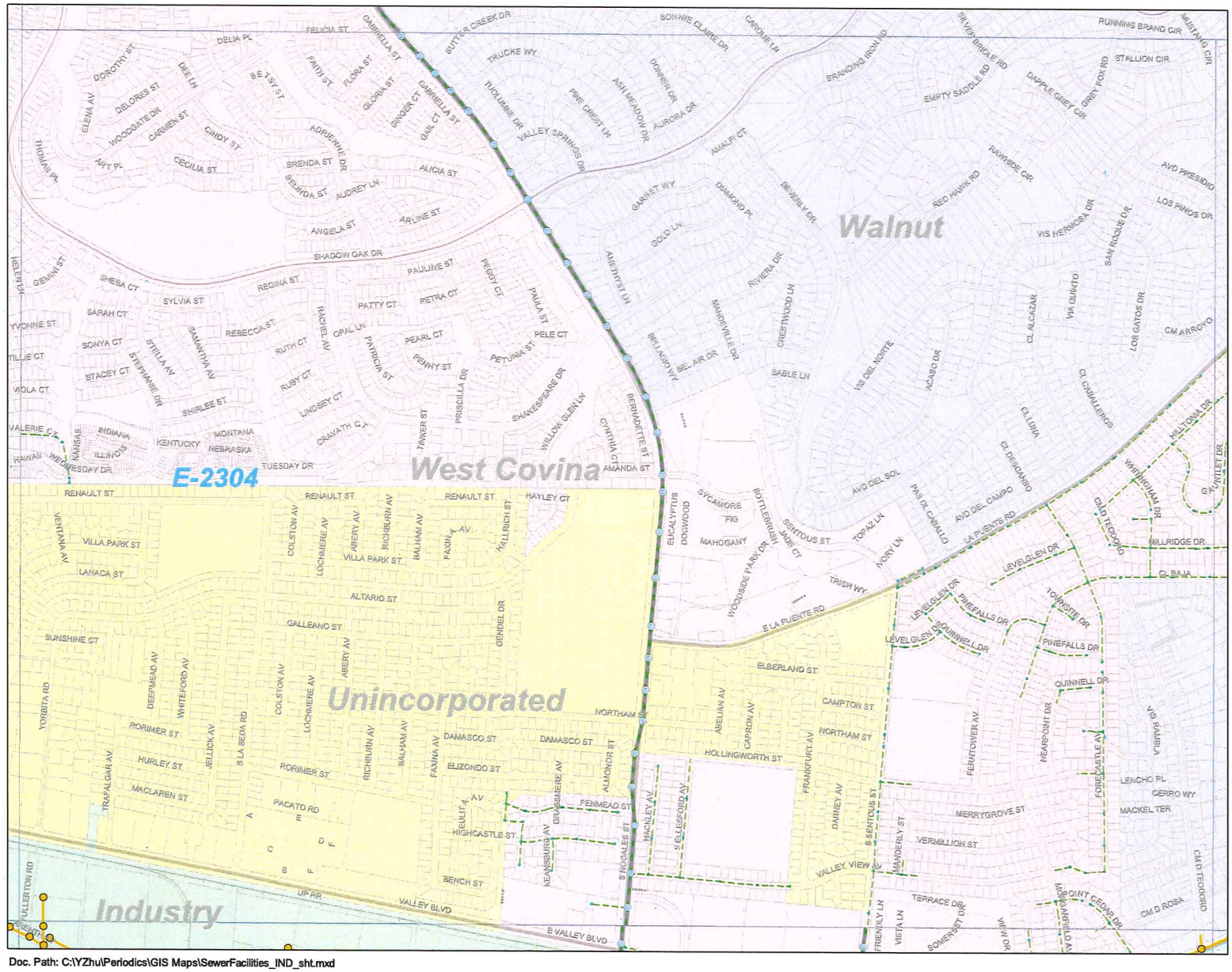
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2304

Public Works
LOS ANGELES COUNTY

N

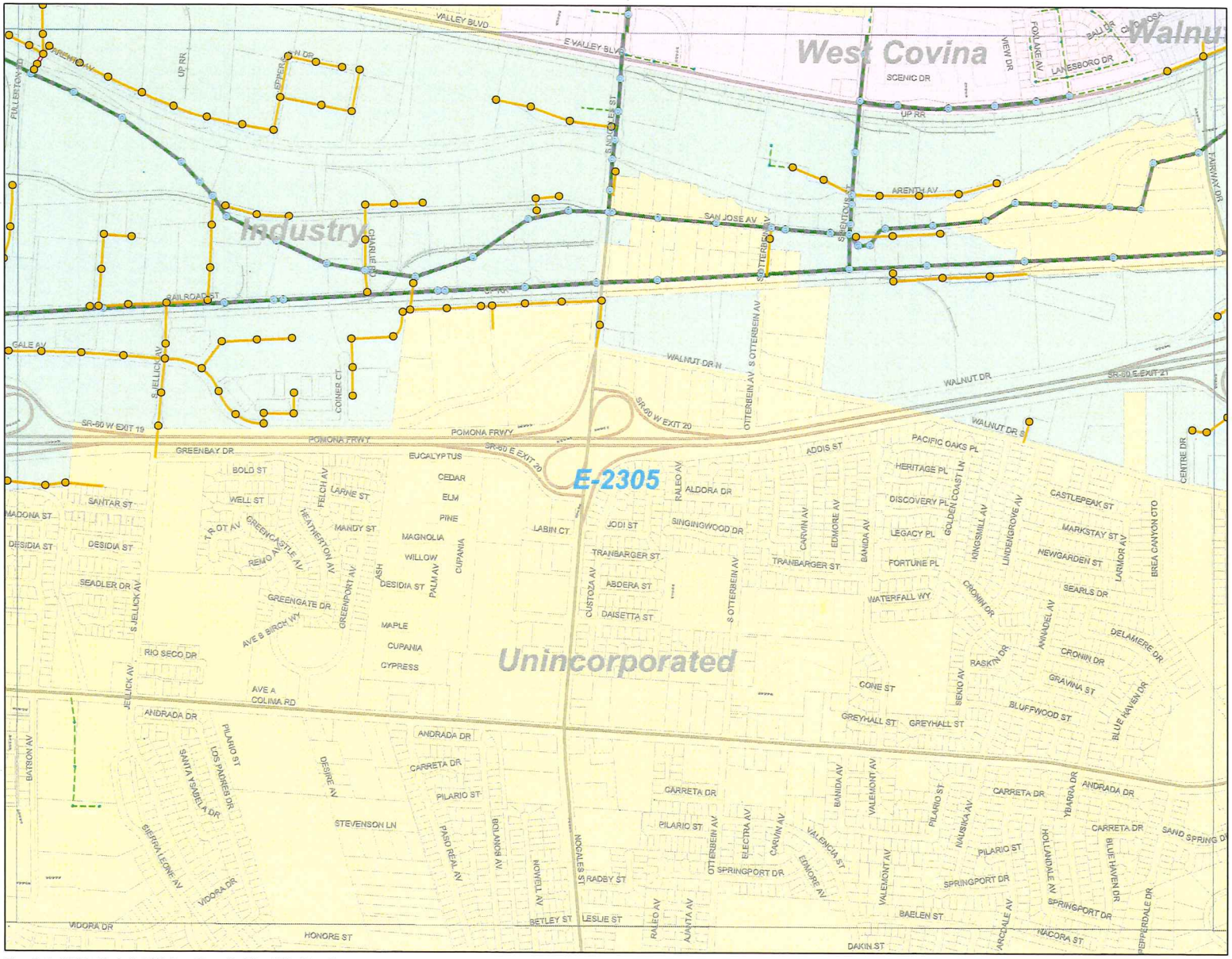
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2305

Public Works
LOS ANGELES COUNTY

N

0 1,000 2,000
Feet

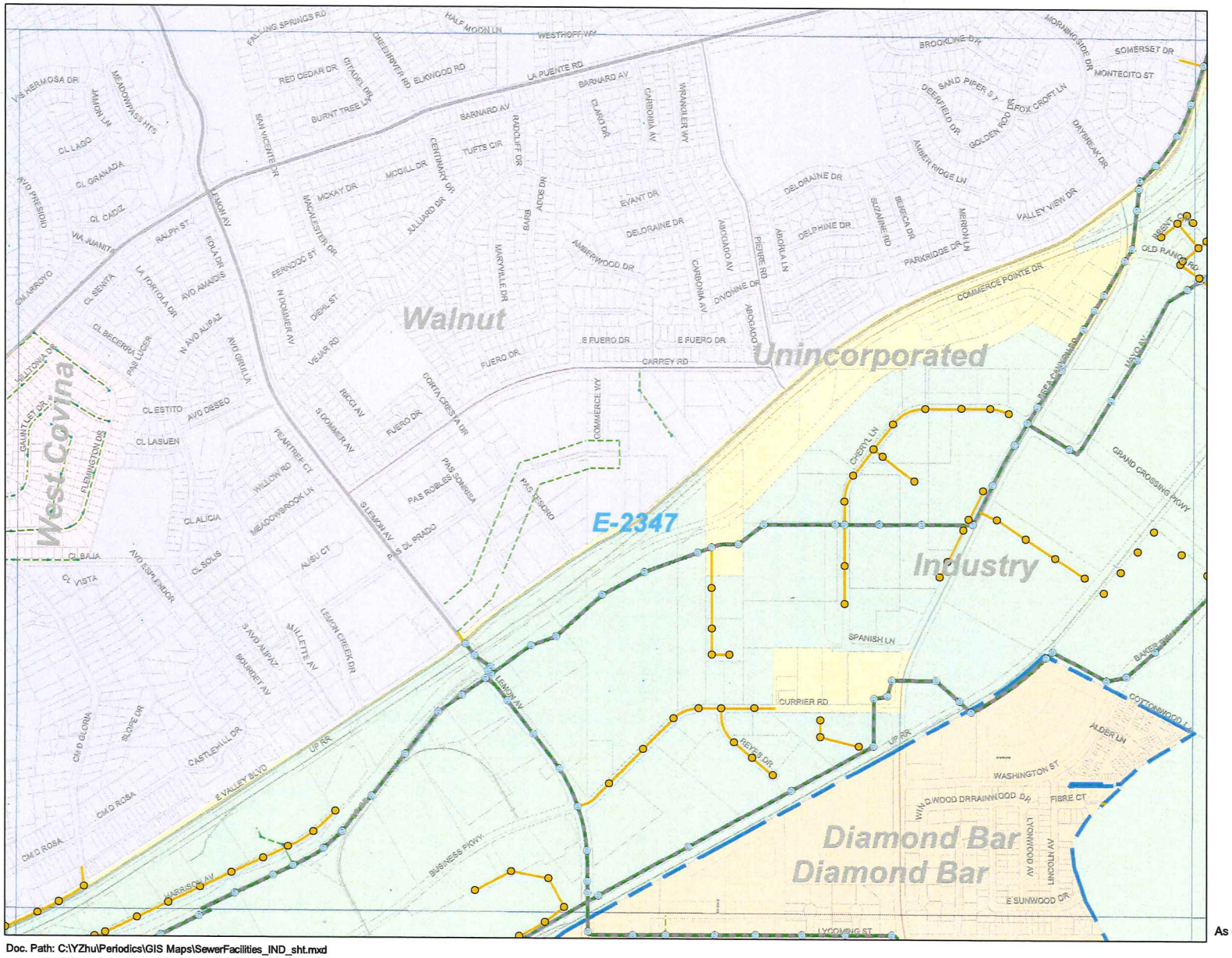
Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

Sewer Facilities in the City of Industry SMD E-2347



Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

Public Works
LOS ANGELES COUNTY

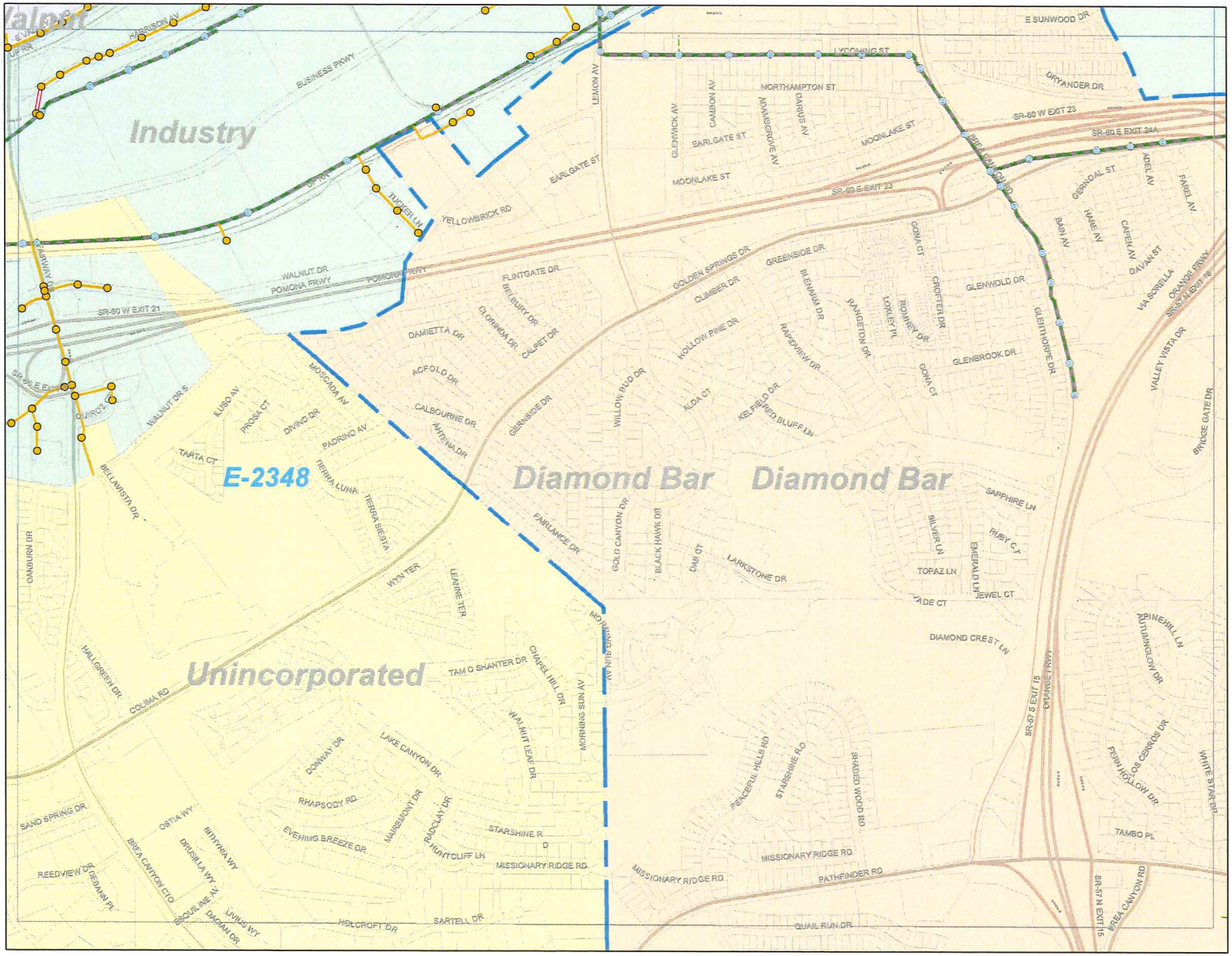
N

0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019



Sewer Facilities in the City of Industry SMD E-2348

Public Works
LOS ANGELES COUNTY

N

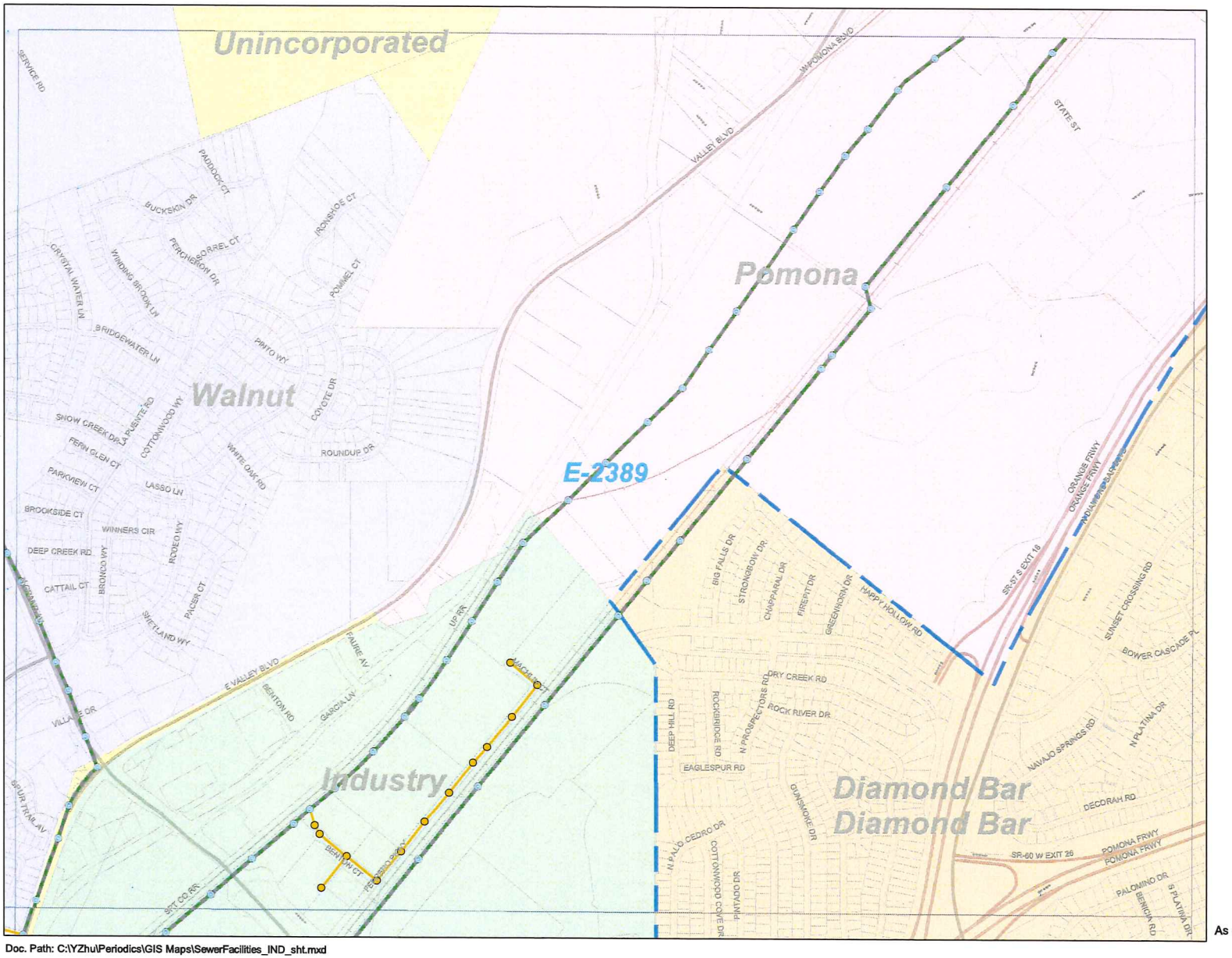
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2389

Public Works
LOS ANGELES COUNTY

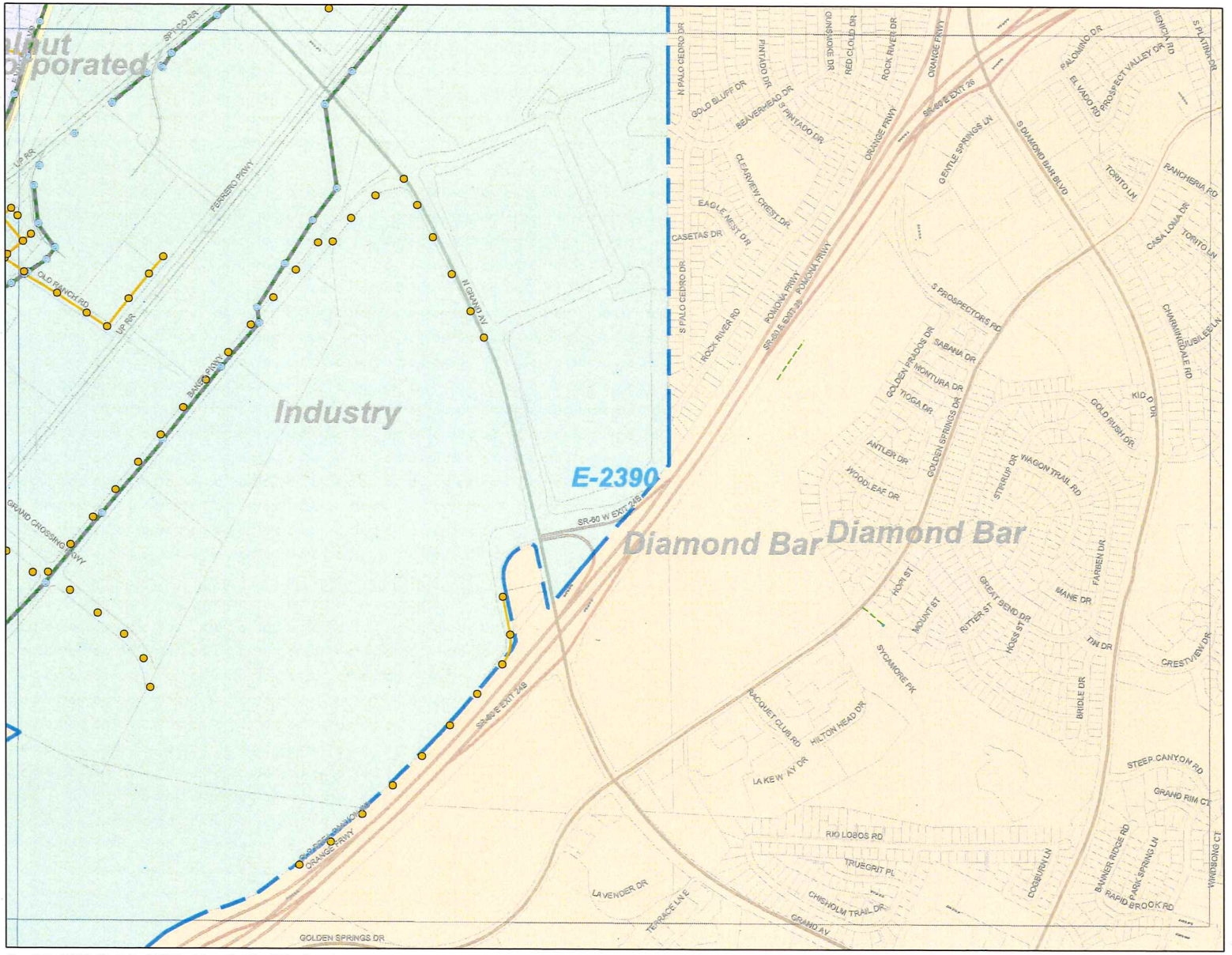
0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd



Sewer Facilities in the City of Industry SMD E-2390

Public Works
LOS ANGELES COUNTY

0 1,000 2,000
Feet

Legend

- SMD Manholes
- Non SMD Manholes
- Trunk Sewer MHs
- Gravity Sewers
- Force Mains
- Siphons
- Non SMD Sanitary Sewers
- Trunk Main Lines
- SMD Operations Maps

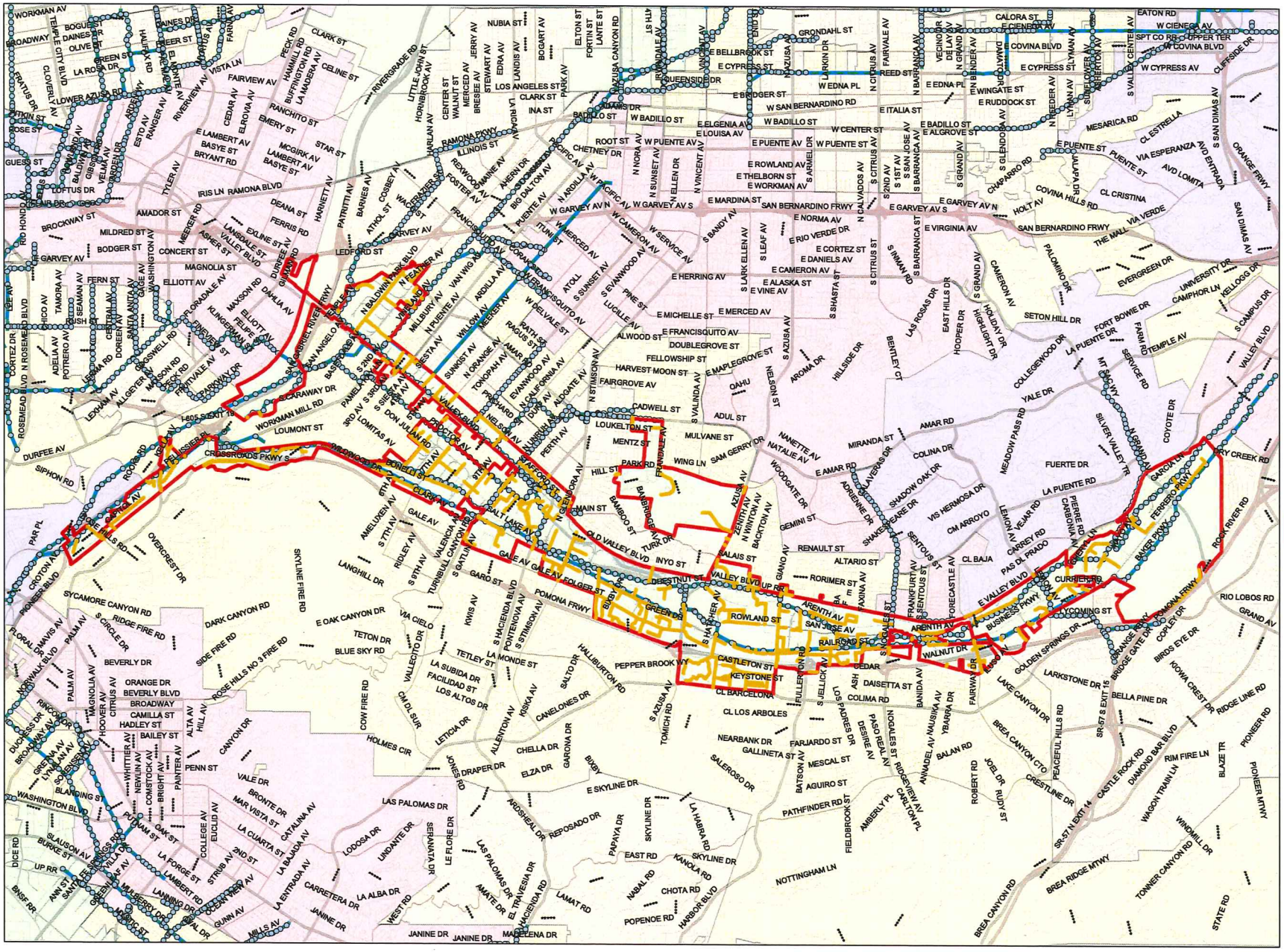
As of Date: 8/13/2019

Doc. Path: C:\YZhu\Periodics\GIS Maps\SewerFacilities_IND_sht.mxd

APPENDIX E

CONDITION ASSESSMENT

WORK SCHEDULE



Public Works
LOS ANGELES COUNTY

City of Industry CCTV Inspection Scheduled for FY 2023-2024

Legend

Trunk Sewer Lines

CCTV Project

Boundary

Approximately 48 miles of sewer lines will be inspected in FY 2023-24.

N

0 2,500 5,000 7,500 10,000
Feet

This map is intended only for internal operations of the Los Angeles County Sewer Maintenance Districts. Los Angles County expressly disclaims any liability for any inaccuracies which may be present in this map. Data contained in this map is produced in whole or part from the Thomas Bros. Maps® digital database. This map is copyrighted, and reproduced with permission granted, by Thomas Bros. Maps®. All rights reserved.

E1

APPENDIX F

PRODUCTIVITY REPORT

SEWER MAINTENANCE PRODUCTIVITY REPORT
COLLECTION SYSTEM - DIVISION LEVEL
FIELD WORK COMPLETED: JANUARY 1 TO DECEMBER 31, 2014
City of INDUSTRY

Total Pipe Length (feet) as of December 31, 2014: 253,971
Total Manholes as of December 31, 2014: 1,034

PREVENTIVE MAINTENANCE ACTIVITIES

Sewer Pipe

- Hydro Cleaned (feet): 262,745
    - Periodic Cleaning (feet): 59,227
- Mechanically Rodded (feet): 12,167
    - Periodic Cleaning (feet): 10,647

Manholes

- Inspected: 2,068
- Adjusted: 5

SERVICE REQUESTS

Responded to:

- False Alarms: 7
- Stoppages: 0
- Overflows: 0
- Floodouts: 0
- Roach Complaints: 0
- Misc.: 0
- Others: 0
- Service requests responded to: 7

TELEVISING

Feet Televised: 168,347

ROOT CONTROL

Sewer Pipe Treated for Roots (feet): 0

CONSTRUCTION

Saddle Installation(s): 3

PUMP STATIONS

Total Number of Pump Stations: 0
Total Routine Maintenance/Repair: 0
Total Major Repairs: 0
Total Emergency Response: 0

ANNEXATIONS

Parcel(s) Annexed to the District: 3

ACCUMULATIVE CAPITAL OUTLAY PROJECTS

Sewer Projects Reconstructed/Rehabilitated: 0

SEWER MAINTENANCE PRODUCTIVITY REPORT
COLLECTION SYSTEM – DIVISION LEVEL
FIELD WORK COMPLETED: JANUARY 1 TO DECEMBER 31, 2015
CITY OF INDUSTRY

Total Pipe Length (feet) as of December 31, 2015: 253,971
Total Manholes as of December 31, 2015: 1,034

PREVENTIVE MAINTENANCE ACTIVITIES

Sewer Pipe

- Hydro Cleaned (feet): 78,070
    - Periodic Cleaning (feet): 51,258
- Mechanically Rodded (feet): 13,122
    - Periodic Cleaning (feet): 12,891

Manholes

- Inspected: 2,608
- Adjusted: 10

SERVICE REQUESTS

Responded to:

- Stoppages: 0
- Overflows: 0
- Flood-outs: 0
- Roach Complaints: 0
- Misc.: 3
- Other: 2
- False Alarms: 7
- Service Requests Responded to: 12

TELEVISING

Feet Televised: 479

ROOT CONTROL

Sewer Pipes Treated for Roots (feet): 0

CONSTRUCTION

Saddle Installation(s): 1

PUMP STATIONS

Total Number of Pump Stations: 0
Total Routine Maintenance/Repair: 0
Total Major Repairs: 0
Total Emergency Response: 0

ANNEXATIONS

Parcel(s) Annexed to the CSMD: 4

SEWER MAINTENANCE PRODUCTIVITY REPORT
COLLECTION SYSTEM – DIVISION LEVEL
FIELD WORK COMPLETED: JANUARY 1 TO DECEMBER 31, 2016
CITY OF INDUSTRY

Total Pipe Length (feet) as of December 31, 2016: 253,971
Total Manholes as of December 31, 2016: 1,034

PREVENTIVE MAINTENANCE ACTIVITIES

Sewer Pipe

- Hydro Cleaned (feet): 83,780
  - Periodic Cleaning (feet): 54,402
- Mechanically Rodded (feet): 13,782
  - Periodic Cleaning (feet): 12,282

Manholes

- Inspected: 2,068
- Adjusted: 10

SERVICE REQUESTS

Responded to:

- Stoppages: 0
- Overflows: 0
- Flood-outs: 0
- Roach Complaints: 0
- Misc.: 3
- Other: 5
- False Alarms: 3
- Service Requests Responded to: 11

TELEVISING

Feet Televised: 10,356

ROOT CONTROL

Sewer Pipes Treated for Roots (feet): 0

CONSTRUCTION

Saddle Installation(s): 0

PUMP STATIONS

Total Number of Pump Stations: 0
Total Routine Maintenance/Repair: 0
Total Major Repairs: 0
Total Emergency Response: 0

ANNEXATIONS

Parcel(s) Annexed to the CSMD: 0

ACCUMULATIVE CAPITAL OUTLAY PROJECTS

Sewer Projects Reconstructed/Rehabilitated: 0

SEWER MAINTENANCE PRODUCTIVITY REPORT
COLLECTION SYSTEM – DIVISION LEVEL
FIELD WORK COMPLETED: JANUARY 1 TO DECEMBER 31, 2017
CITY OF INDUSTRY

Total Pipe Length (feet) as of December 31, 2017: 254,242
Total Manholes as of December 31, 2017: 1,036

PREVENTIVE MAINTENANCE ACTIVITIES

Sewer Pipe

- Hydro Cleaned (feet): 93,604
    - Periodic Cleaning (feet): 61,958
- Mechanically Rodded (feet): 13,771
    - Periodic Cleaning (feet): 11,767

Manholes

- Inspected: 2,072
- Adjusted: 3

SERVICE REQUESTS

Responded to:

- Stoppages: 1
- Overflows: 2
- Flood-outs: 0
- Roach Complaints: 0
- Misc.: 1
- Other: 3
- False Alarms: 5
- Service Requests Responded to: 12

TELEVISING

Feet Televised: 1,245

ROOT CONTROL

Sewer Pipes Treated for Roots (feet): 0

CONSTRUCTION

Saddle Installation(s): 3

PUMP STATIONS

Total Number of Pump Stations: 0
Total Routine: 0
Maintenance/Repair: 0
Total Major Repairs: 0
Total Emergency Response: 0

ANNEXATIONS

Parcel(s) Annexed to the CSMD: 4

ACCUMULATIVE CAPITAL OUTLAY PROJECTS

Sewer Projects Reconstructed/Rehabilitated: 0

SEWER MAINTENANCE PRODUCTIVITY REPORT
COLLECTION SYSTEM - CITY OF INDUSTRY
Period from January 01, 2018 to December 31, 2018

Total pipe length (feet) as of December 31, 2018: 263,048
Total manholes as of December 31, 2018: 1,071

PREVENTIVE MAINTENANCE ACTIVITIES

Sewer Pipe

Hydro Cleaning (feet):	83,190
Periodic Cleaning (feet):	62,835
Mechanically Rodded (feet):	17,374
Periodic Cleaning (feet):	14,036

Manholes

Inspected:	2,142
Adjusted:	31

SERVICE REQUESTS

Responded to:

False Alarms:	7
Stoppages:	0
Overflows:	0
Floodouts:	0
Roach Complaints:	0
Misc.:	4
Other:	1
Service requests responded to:	12

TELEVISING

Feet Televised: 1,457

ROOT CONTROL

Sewer pipe treated for roots (feet): 0

CONSTRUCTION

Saddles Installed(s): 0

PUMP STATIONS

Total number of pump stations:
Total Routine Maintenance/Repair:
Total Major Repairs:
Total Emergency Response:

ANNEXATIONS

Parcel(s) annexed to the District:

ACCUMULATIVE CAPITAL OUTLAY PROJECTS

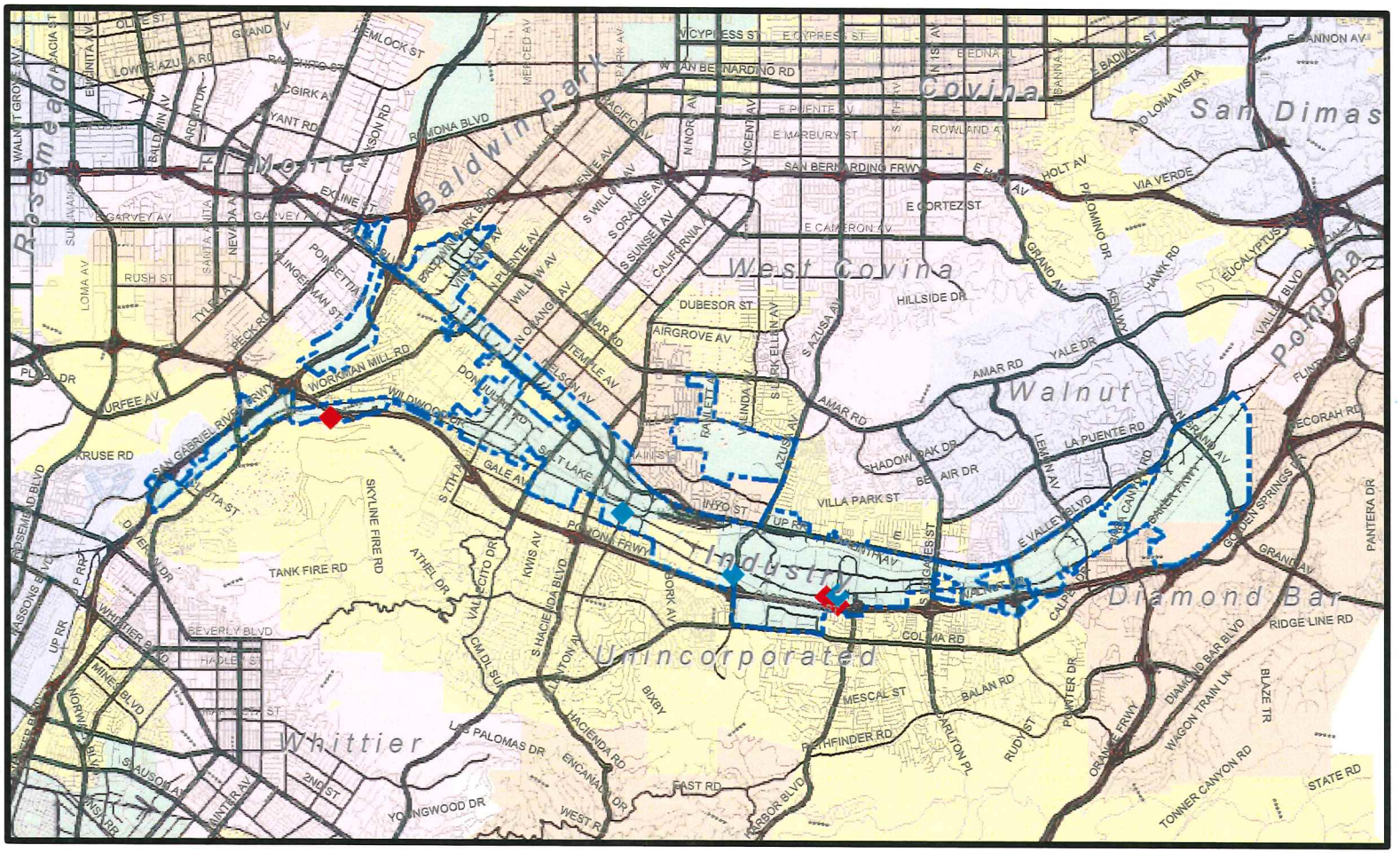
Sewer projects reconstructed/rehabilitated:

APPENDIX G

SANITARY SEWER OVERFLOW

LOCATION MAP

City of Industry
Sewer Overflows — 2014 - 2018



REPORTED SEWER OVERFLOWS

ID	DATE	DESCRIPTION	CAUSE	EST_GAL	MMS	DUR_HRS	JUR
1	6/4/2015	18209 E. Gale Ave./Fullerton Rd.	Grease	200	2262-Private	24	IND
2	11/23/2015	18065 Gale Ave/Stoner Creek Rd	Absorbent socks	180	2262-0561	0	IND
3	12/9/2015	18065 Gale Ave/Fullerton	Grease	180	2262-0514	5	IND
4	1/11/2017	811 S Stimson Avenue / Phoenix Dr	Rags	22500	2218-0221	3	IND
5	1/16/2017	17150 Gale Ave / Azusa Ave	Heavy Paper Towels & Rags	500	2262-0018	2	IND
6	2/9/2017	13039 Crossroads Parkway South / Workman Mill Rd	Grease	2500	2124-0386	1.5	IND

Legend

- Root
- Grease
- Root_Grease
- Miscellaneous

0 0.425 0.85 1.7 2.55 3.4 Miles

EXHIBIT B

Notice of Exemption dated December 12, 2019

[Attached]

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Sewer System Management Plan

Project Location - Specific: City of Industry

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: 2019 Sewer System Management Plan for the City of Industry

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: City of Industry and Los Angeles County Department of Public Works

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☑ Categorical Exemption. *State type and section number:* 15301 and 15308

☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: This project is subject to review under the California Environmental Quality Act ("CEQA"), however, it is exempt pursuant to Section 15308 of the CEQA Guidelines, and Section 15301. As set forth above, the Los Angeles County Department of Public Works is responsible for all operation and maintenance activities of the City's sewer collection system. The City is not responsible for any operation, maintenance or construction activities related to the system. Further, the plan does not explicitly commit the City to future construction or maintenance activities. Pursuant to Section 15308 of the CEQA Guidelines, actions taken by regulatory agencies to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, are exempt from CEQA. Under the instant circumstances, the SSMP is mandated by the State Water Board to minimize future sewer system overflows in the City, thereby reducing water quality issues that could pose serious health and safety issues. Given that the SSMP is adopted for the purpose of protecting the environment, it is exempt under Section 15308. Further, because the SSMP applies to an existing sanitary collection system, and its implementation may result in the repair or replacement of existing systems involving negligible or no expansion of capacity, the SSMP is exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines.

Lead Agency

Contact Person: Joshua Nelson Telephone: (626) 333-2211

Signature: _____ Date: December 12, 2019

Title: City Engineer

CITY COUNCIL

ITEM NO. 7.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling City Manager TH

STAFF: Bing Hyun, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Consideration of the First Amendment to the Purchase Agreement between the City and Strawberry Field LLC, for a Portion of the City Owned Property Located at 804 S. Azusa Avenue

---

Background:

On July 25, 2019, the City Council adopted Resolution No. CC 2019-37 approving a Purchase and Sale Agreement ("PSA") with Strawberry Field LLC for the sale of the City-owned property at 804 S. Azusa Avenue. The PSA executed by both parties included a provision that the buyer complete due diligence, including evaluation of development potential, inspection of records, and any site investigations, within 45 days of the effective date of the PSA. The due diligence period expired on September 8, 2019.

Discussion:

Due to the time needed to execute the PSA and a Right of Entry and Access Agreement, the buyer was left with less than 45 days to complete due diligence. To provide sufficient time to complete the necessary review of the property, the buyer has requested an extension of the due diligence period to March 16, 2020. Staff recommends that the City Council adopt the proposed resolution to approve the First Amendment to the PSA changing the due diligence period to expire on March 16, 2020.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

1) Staff recommends that the City Council adopt Resolution CC 2019-58 approving the First Amendment to the Purchase Agreement between the City and Strawberry Field, LLC for a portion of the property located at 804 S. Azusa Avenue.

Exhibit:

A. Resolution CC 2019-58 approving the First Amendment to the Purchase Agreement between the City and Strawberry Field, LLC for a portion of the property located at 804 S. Azusa Avenue

---

TH/BH:kt

EXHIBIT A

Resolution CC 2019-58

[Attached]

RESOLUTION NO. CC 2019-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE PURCHASE AGREEMENT BETWEEN THE CITY AND STRAWBERRY FIELD, LLC, FOR A PORTION OF THE PROPERTY LOCATED AT 804 S. AZUSA AVENUE, CITY OF INDUSTRY

RECITALS

WHEREAS, on or around July 25, 2019, the City Council adopted Resolution No. CC 2019-37 approving a Purchase and Sale Agreement ("Agreement") with Strawberry Field, LLC ("Buyer") for the sale of the City-owned property at 804 S. Azusa Avenue; and

WHEREAS, the Agreement includes a provision that the Buyer complete its due diligence, including evaluation of development potential, inspection of records, and any site investigations, within 45 days of Agreement's effective date of the Agreement. The due diligence period expired on September 8, 2019; and

WHEREAS, time was needed to fully execute the PSA and a Right of Entry and Access Agreement, which left the Buyer with less than 45 days to complete its due diligence; and

WHEREAS, the City would like for the Buyer have sufficient time to complete the necessary review of the property. The Buyer requested an extension of the due diligence period to March 16, 2020, and the City Council wishes to grant the request; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

Section 1. The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The City Council hereby approves the First Amendment of the Purchase Agreement, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The City Manager, or his designee, is hereby authorized and directed to do any and all things which he/they may deem necessary or advisable to effectuate this Resolution.

Section 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality,

or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on December 12, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

FIRST AMENDMENT TO
PURCHASE AGREEMENT
[804 Azusa Avenue, City of Industry]

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "**Amendment**") is entered into as of December 12, 2019 (the "**Effective Date**"), by and between the CITY OF INDUSTRY, a municipal corporation ("**Seller**"), and Strawberry Field, LLC, a Delaware limited liability company ("**Buyer**").

RECITALS

WHEREAS, Seller and Buyer previously entered into that certain Purchase Agreement [804 Azusa Avenue] dated July 25, 2019 (the "**Agreement**"), with respect to real property located at 804 Azusa Avenue, City of Industry, California, which is more particularly described in the Agreement (the "**Property**").

WHEREAS, Seller and Buyer desire to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree to amend the Agreement as follows:

1. Section 2.7 Due Diligence Period. The first sentence of Section 2.7 shall be revised to read in its entirety as follows:

> During the period (the "**Due Diligence Period**") commencing on the Effective Date of the Agreement and ending at 5:00 p.m. on March 16, 2020, the Purchaser may inspect the Property as necessary to (i) satisfy itself regarding all zoning and land use matters relating to the Property, (ii) satisfy itself regarding the physical condition of the Property, (iii) satisfy any due diligence requirements of the Purchaser's lender, if any, and (iv) satisfy itself regarding the condition of the Property, title to the Property, the Property's suitability for its intended use, and any and all other matters in connection with the transactions contemplated by this Agreement.

2. Effect of Amendment. Except as modified by this Amendment, the parties acknowledge and agree that the Agreement is in full force and effect in accordance with its terms. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail and control.

3. Entire Agreement. The Agreement, together with this Amendment, embodies the entire understanding between Seller and Buyer with respect to its subject matter and supersedes any prior agreements, negotiations and communications, oral or written. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby. This Amendment and the Agreement can be changed only by an instrument in writing signed by Seller and Buyer.

4. Counterparts; Facsimile/Email Signatures. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or email shall be equally effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, Seller and Buyer do hereby execute this Amendment as of the Effective Date.

BUYER:
Strawberry Field, LLC,
a Delaware limited liability company

By: _____
Desmond Donnellan

SELLER:
CITY OF INDUSTRY,
a municipal corporation

By: _____
Cory Moss, Mayor

ATTEST:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 7.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling City Manager TH

STAFF: Bing Hyun, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Consideration of a Professional Services Agreement with PlaceWorks, Inc., for On-Call Environmental Planning Services, in an amount not to exceed $500,000.00 for the period of December 12, 2019, to June 30, 2024

Background:

On December 8, 2016, the City Council approved an Environmental Planning Services bench comprised of six firms: CASC Engineering and Consulting ("CASC"); CSG Consultants, Inc.; Dudek; Michael Baker International; PlaceWorks, Inc. ("Placeworks"); and Sage Environmental.

When services are needed, the City issues a Request for Proposals ("RFP") to the bench via Planetbids, reviews submitted proposals, and requests City Council's approval to execute a professional services agreement with the recommended firm. The process takes two to three months to complete. In an effort to streamline the development process, staff recommends executing "on-call" agreements with some of the firms on the bench, reducing the actual process time to one month.

Discussion:

Since December 8, 2016, the City issued nine RFPs for environmental review services related to development projects resulting in nine contracts. PlaceWorks was awarded five contracts, CASC three contracts, and Michael Baker one contract. Since March 2018, the only consultants that downloaded and submitted any proposals were Placeworks and CASC. PlaceWorks has consistently submitted proposals to the City and produced satisfactory work for the past three years.

Staff recommends the City Council approve a professional services agreement with PlaceWorks in an amount not to exceed $500,000.00 from December 12, 2019 to June 30, 2024. If approved, environmental planning services would follow the City's on-call service process: the City requests the on-call firms to submit a proposal when a service is needed and the City issues a Notice to Proceed to the selected firm, so long as the cumulative cost does not exceed the firm's contract amount.

Fiscal Impact:

There is no fiscal impact to the City as environmental planning service costs are fully reimbursable by the project applicant.

Recommendation:

1) Staff recommends that the City Council approve a professional services agreement with PlaceWorks, Inc. in the amount of $500,000.00 for the period of December 12, 2019 to June 30, 2024.

Exhibit:

A. Professional Services Agreement with PlaceWorks, Inc., dated December 12, 2019

TH/BH:yp

EXHIBIT A

Professional Services Agreement with PlaceWorks, Inc., dated December 12, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 12, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing environmental planning and consulting services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant

was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Thousand Dollars ($500,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of

Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice, therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
To Consultant:	PlaceWorks, Inc. 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707 Dwayne Mears, Principal

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or

provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
PlaceWorks, Inc.

By: _____
Dwayne Mears, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Preparation of environmental studies, analyses, and any documents necessary for compliance with any federal, state, regional, county, or local regulations, including, but not limited to, the California Environmental Quality Act and the National Environmental Policy Act.

EXHIBIT B

RATE SCHEDULE

PlaceWorks – 2019 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$215-$335
Associate Principal	$185-$230
Senior Associate/Senior Scientist	$165-$210
Associate/Scientist	$135-$180
Project Planner/Project Scientist	$105-$135
Planner/Assistant Scientist	$95-$110
Graphics Specialist	$65-$160
Administrator	$145-$195
Clerical/Word Processing	$45-$140
Intern	$75-$95

- Mileage reimbursement rate is the standard IRS-approved rate.
- Two percent (2%) of Consultant's labor fees will be charged for miscellaneous office expenses.
- The above-mentioned rates shall be adjusted at the beginning of each calendar year, commencing January 1, 2021, pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics as of July of the prior calendar year for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area for all items.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

CITY COUNCIL

ITEM NO. 7.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling City Manager TH

STAFF: Bing Hyun, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Consideration of a Professional Services Agreement with CASC Engineering and Consulting Inc., for On-Call Environmental Planning Services, in an amount not to exceed $500,000.00 for the period of December 12, 2019, to June 30, 2024

Background:

On December 8, 2016, the City Council approved an Environmental Planning Services bench comprised of six firms: CASC Engineering and Consulting Inc. ("CASC"); CSG Consultants, Inc.; Dudek; Michael Baker International; PlaceWorks, Inc. ("Placeworks"); and Sage Environmental.

When services are needed, the City issues a Request for Proposals ("RFP") to the bench via Planetbids, reviews submitted proposals, and requests City Council's approval to execute a professional services agreement with the recommended firm. The process takes two to three months to complete. In an effort to streamline the development process, staff recommends executing "on-call" agreements with some of the firms on the bench, reducing the actual process time to one month.

Discussion:

Since December 8, 2016, the City issued nine RFPs for environmental review services related to development projects, resulting in nine contracts. PlaceWorks was awarded five contracts, CASC three contracts, and Michael Baker was awarded one. Since March 2018, the only consultants that downloaded and submitted any proposals were CASC and PlaceWorks. CASC has consistently submitted proposals to the City, and produced satisfactory work for the past three years.

Staff recommends the City Council approve a professional services agreement with CASC in an amount not to exceed $500,000.00 from December 12, 2019 to June 30, 2024. If approved, environmental planning services would follow the City's on-call service process: the City requests the on-call firms to submit a proposal when a service is needed and the City issues a Notice to Proceed to the selected firm, so long as the cumulative

cost does not exceed the firm's contract amount.

Fiscal Impact:

There is no fiscal impact to the City as environmental planning service costs are fully reimbursable by the project applicant.

Recommendation:

1) Staff recommends that the City Council approve a professional services agreement with CASC Engineering and Consulting, Inc., in the amount of $500,000.00, for the period of December 12, 2019 to June 30, 2024.

Exhibit:

A. Professional Services Agreement with CASC Engineering and Consulting, Inc., dated December 12, 2019

TH/BH:yp

EXHIBIT A

Professional Services Agreement with CASC Engineering and Consulting, Inc., dated December 12, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 12, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing environmental planning and consulting services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*). During the term of this Agreement,

Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Thousand Dollars ($500,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice, therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the

performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement

or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746

To Consultant: Frank Coyle
Director of Planning
CASC Engineering & Consulting, Inc.
1470 E. Cooley Drive
Colton, CA 92324

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
CASC Engineering & Consulting, Inc.

By: _____
Michelle E. Furlong,
Secretary/Treasurer

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Preparation of environmental studies, analyses, and any documents necessary for compliance with any federal, state, regional, county, or local regulations, including, but not limited to, the California Environmental Quality Act and the National Environmental Policy Act.

EXHIBIT B

RATE SCHEDULE

Civil and Environmental Engineering/Consulting	
President/Principal Engineer	$256
Sr. Director	$227
Director	$210
Program Manager/ Technical Specialist	$200
Senior Project Manager/ Senior Engineer IV/Senior Scientist IV	$185
Project Manager III/Senior Engineer III/ Senior Scientist III	$174
Project Manager II/Senior Engineer II/ Senior Scientist II	$164
Project Manager I/Senior Engineer I/ Senior Scientist I	$159
Assistant Project Manager/ Senior Environmental Analyst	$154
Project Engineer/ Environmental Analyst III/ Scientist III	$149
Senior Designer II/ Environmental Analyst II/ Scientist II	$144
Senior Designer I /Environmental Analyst I/ Scientist I	$138
Design Engineer II	$128
Design Engineer I	$121
Designer II/ Staff Analyst II	$116
Designer I/ Staff Analyst I	$111
CADD Drafter/Project Analyst III	$98
Staff Assistant II/Project Analyst II	$93
Staff Assistant I/Project Analyst I	$88

Planning and Environmental	
Planning Director	$200
Senior Project Manager	$175
Senior Biologist	$170
Project Manager II	$164
Project Manager I	$159
Senior Planner II/Biologist II	$134
Senior Planner I/Biologist I	$121
Associate Planner II/GIS Specialist II	$111
Associate Planner I/GIS Specialist I	$101
Construction Monitor	$89-111

Clerical	
Project Coordinator/Clerical III	$90
Project Coordinator/Clerical II	$85
Project Coordinator/Clerical I	$80

Surveying and Mapping	
Licensed Surveyor/ Director	$200
Senior Survey Project Manager	$169
Senior Survey Analyst	$144
Senior Calculator	$134
Calculator II	$121
Calculator I	$111
Survey Analyst II	$101
Survey Analyst I	$91
Technical Aide	$86

REIMBURSABLE EXPENSES:

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at $6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: $0.08 / $0.90 for 8.5 X 11 and $0.20 / $1.20 for 11 X 17.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Up and Delivery Services: Mileage reimbursement rate is the standard IRS-approved rate.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. Vehicle mileage will be billed at the standard IRS-approved rate. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup and survey crews will be billed at ***$50 per hour, per 2-man crew.***

NOTES:

Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher plus a multiplier of approximately 2.3 to 2.8 for overhead and profit. The Prevailing Wage rate shall be based upon the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed. Please contact CASC for specific project prevailing wage rates.

Waiver of Subrogation: When a Waiver of Subrogation for Workman's Compensation Insurance is required by the Client, the Client will be required to pay the additional insurance premium. **The approximate amount for the waiver is $250 per year.**

Annual Increase in rate: The above-mentioned rates shall be adjusted at the beginning of each calendar year, commencing January 1, 2021, pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics as of July of the prior calendar year for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area for all items.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

CITY COUNCIL

ITEM NO. 7.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

DATE: December 12, 2019

SUBJECT: Consideration of a Conflict Waiver for Casso & Sparks, LLP for Maintenance Work along Valley Boulevard

---

Background/Discussion:

Casso & Sparks, LLP serves as the City Attorney for both City of Industry and the City of La Puente. Given the shared jurisdictional boundaries of the cities, and some shared interests of the cities, there are some instances where the City Attorney may represent both cities on a project. In those instances, under the Rules of Professional Conduct of the State Bar of California (the "Rules"), it is necessary for Casso & Sparks to obtain a conflict waiver from both La Puente and Industry.

Under the instant circumstances, Industry is proposing to engage in vegetation removal along Valley Boulevard, between Old Valley Boulevard and Azusa Avenue to address blight and public safety issues. While the work is being performed in Industry, Industry's contractor will likely be encroaching in La Puente's right of way to access the vegetation and complete the work. Given that the work may encroach in La Puente's right of way, and Industry has requested the assistance of the City Attorney's office in drafting the maintenance services agreement necessary to complete the work, under the Rules, prior to engaging in this work, it is necessary for Casso & Sparks to obtain a conflict waiver.

Fiscal Impact:

There is no fiscal impact associated with the conflict waiver.

Recommendation:

Staff recommends that the City Council approve the conflict waiver with Casso & Sparks, LLP.

Exhibit:

A. Conflict Waiver

December 6, 2019

The Honorable Valerie Munoz
Mayor, City of La Puente
15900 E. Main Street
La Puente, CA 91744

The Honorable Cory C. Moss
Mayor, City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

RE: Conflict of Interest Waiver-West Coast Arborists Tree Trimming Project

Dear Mayors Munoz and Moss:

As you are aware, I serve as the City Attorney of both the City of La Puente ("La Puente") and City of Industry ("Industry"). Industry is proposing to engage in vegetation removal along Valley Boulevard between Old Valley Boulevard and Azusa Avenue to address blight and public safety issues. While the work is being performed in Industry, Industry's contractor will likely be encroaching in La Puente's right of way to access the vegetation and complete the work. Given that the work may encroach in La Puente's right of way, and Industry has requested the assistance of my office in drafting the maintenance services agreement necessary to complete the work, under the Rules of Professional Conduct of the State Bar of California (the "Rules"), prior to engaging in this work, it is necessary for me to obtain a conflict waiver from both La Puente and Industry.

This letter will confirm that I have informed you about the potential conflict of interest inherent in any representation of both cities. It is important that you understand that since I would be representing both La Puente and Industry, each city would be my client. As a result, matters which one of you might discuss with me would not be protected by the attorney/client privilege from disclosure to the other of you. The Rules prohibit me from agreeing with either city to withhold information from the other. Of course, anything either La Puente or Industry discusses with me is privileged from disclosure to third parties. The Rules prohibit me, as the lawyer for both of you, from advocating one of your positions over the other.

Although it is unlikely to occur, if conflicts do arise between the two of you of such nature that it is impossible in my judgment to perform my obligations to each of you in accordance with this letter, it would become necessary for me to withdraw as your joint attorney and to advise one or both cities to obtain independent counsel.

Please sign and return the enclosed copy of this letter. By signing and returning the letter you are acknowledging that you have read and understand this letter and wish me to proceed with your representation.

Very truly yours,

James M. Casso

We have read the foregoing letter and understand its contents. We consent to having you represent both La Puente and Industry on the terms and conditions set forth therein. We understand the discussion of conflicts set forth above and agree that between La Puente and Industry, with respect to information either of us provides you, there shall be no confidential communications.

Date:

Agreed and accepted:

By:_____
Valerie Munoz
Mayor, City of La Puente

Date:

Agreed and accepted:

By:_____
Cory C. Moss
Mayor, City of Industry

CITY COUNCIL

ITEM NO. 7.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Sam Pedroza, Public Affairs Manager

DATE: December 12, 2019

SUBJECT: Consideration of Publishing an Advertisement in the Los Angeles Business Journal for an amount not to exceed $19,034.00

Background:

The Los Angeles Business Journal is an award-winning weekly publication that covers stories that primarily focus on the regional business and economic scene. Available online and in print, the publication enjoys over 98,500 weekly readers, with 82 percent of them in top management positions that directly influence purchasing and funding decisions.

Discussion:

The Los Angeles Business Journal creates custom content that spotlights organizations and their investment to business and economic growth. Staff would like the City to be featured in the publication's February 10, 2020 online and print editions. This feature will reach businesses throughout the Los Angeles area which will help promote the City's business friendly image. The cost for the feature is approximately $19,000.00.

Fiscal Impact:

In the Fiscal Year 2019/2020 budget, $367,000.00 was approved for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

1.) Staff recommends publication of an advertisement in the Los Angeles Business Journal in an amount not to exceed $19,034.00.

TH/SP:yp

CITY COUNCIL

ITEM NO. 7.6

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Sam Pedroza, Public Affairs Manager

DATE: December 12, 2019

SUBJECT: Consider Ratifying the Approval of the City's Publication in Civic Publications, Inc.'s Mobility Special Section Issue, in the amount of $12,500.00

Background:

Civic Publications, Inc. publishes a variety of special sections that are inserted in the Los Angeles Times and San Gabriel Valley Tribune. The special section publication focuses on specific issues such as water, sustainable living, and civic leadership. The "Mobility" special section highlights local agencies' current projects and endeavors to improve road, rail, and public transportation in the Los Angeles County region. The Mobility section provided an opportunity for the City to update readers of the 57/60 Confluence Project, along with showcasing the City's continued commitment to supporting the region's transportation infrastructure.

Discussion:

The City Manager authorized a three-page feature published in the Mobility special section, which was received by more than 200,000 newspaper readers of the Los Angeles Times and San Gabriel Valley Tribune around October 15th. Staff could not present the item to City Council prior to publication due to the timeliness of the print deadline. At this time, staff is requesting the City Council ratify the approval of the publication in the Mobility section, in the amount of $12,500.00.

Fiscal Impact:

In the Fiscal Year 2019/2020 budget, $367,000.00 was approved for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

1) Staff recommends that the City Council ratify the approval of the publication in the Mobility Special Section issue in the amount of $12,500.00.

Exhibit:

A. Mobility Special Section Issue

TH/SP:yp

EXHIBIT A

Mobility Special Section Issue

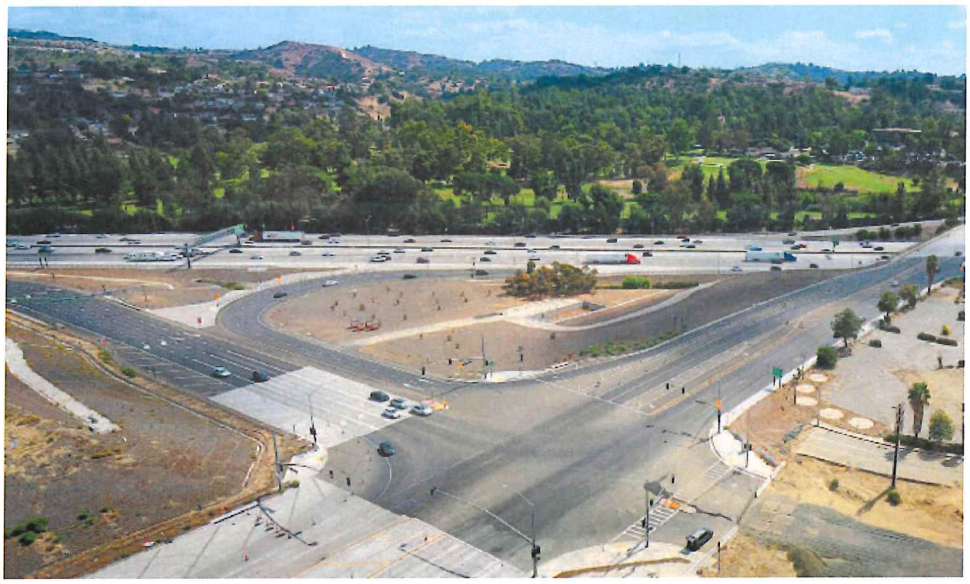
[Attached]

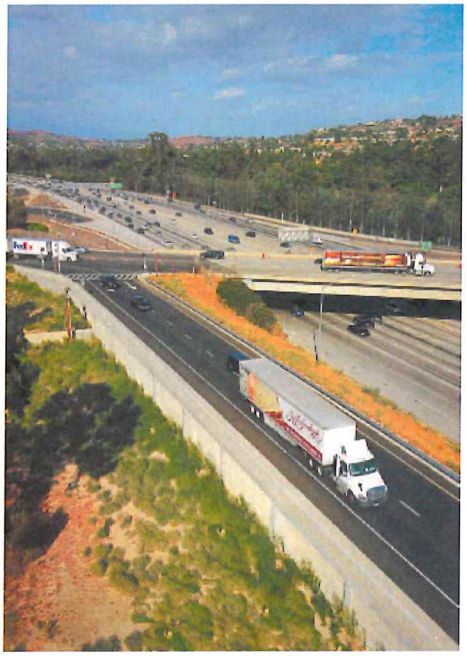
INDUSTRY WORKS...

... to assure that regional infrastructure adds to the mobility of goods movement while enhancing the quality of life of the region.

The City of Industry is proud to work with nearby cities to improve the traffic flow at the 57/60 Freeway confluence. The City of Industry is committed to addressing this congested freeway intersection that is rated the 8th worst in the nation. Regional infrastructure is a core component that makes the City of Industry a city that works.

CITYOFINDUSTRY.ORG





The initial phases of the SR-57/SR-60 confluence project added on- and off-ramps from Grand Avenue to relieve congestion and prevent accidents as drivers transition to the freeways. The next phase, which will begin at end of the year, will entail street widening at Grand Avenue and Golden Springs Drive.

Traffic Relief in City of Industry

First Phases of 57/60 Confluence Improvements Complete, Funding Needed for Future Work

Relief is in sight for commuters and truck drivers who endure the bumper-to-bumper bottleneck at the confluence of the SR-57 and SR-60 freeways and for those who travel the streets nearby. The initial phases of the project were fully funded through Los Angeles County MTA's Proposition C ($24.9 million) and the Successor Agency to the Industry Urban-Development Agency ($21.9 million).

The first phase of the massive project to alleviate traffic congestion in the area of the two-mile confluence commenced in March 2016. It added an additional on-ramp from Grand Avenue to the westbound 60 Freeway. This $17.5 million phase took nearly two years to complete. Opening to traffic in October 2018, there are now two on-ramps to the westbound 60 from Grand Avenue so southbound drivers no longer have to make a left turn to enter the freeway. This has already greatly relieved afternoon congestion on Grand Avenue.

The next phase began in December 2016 and opened to traffic in May 2018. This $22.5 million phase added a westbound off-ramp at Grand Avenue and extended the third lane of the southbound 57 Freeway. Additionally, a complete street widening improvement will occur in the vicinity of Grand Avenue and Golden Springs Drive. Construction is expected to begin near the end of 2019.

These initial phases will address traffic issues around the confluence, while the final $420 million phases will alter the freeway bypass routes, making it easier to make transitions - a major contributor to the more than 500 collisions on these freeways each year. The Virginia-based American Transportation Research Institute recently listed the infamous stretch as No. 1 for freight delays and truck accidents in California and fourth worst in the United States.

More than a million commercial and personal vehicles travel on the SR-60 every three days.

Area officials mark the finish of the SR-60 westbound Grand Avenue on-ramp, from left, Caltrans Deputy District 7 Director for Construction Mark Archuleta, City of Industry Mayor Pro Tem Catherine Marcucci, Industry City Manager Troy Helling, Industry Councilmember Mark Radecki, Industry Mayor Cory Moss, Diamond Bar Councilman Steve Tye, Diamond Bar Mayor Carol Herrera, former Diamond Bar Councilman Jimmy Lin, and Diamond Bar City Manager Dan Fox.

The project has garnered local, state and federal support. In 2016, Congressional members Grace F. Napolitano, Judy Chu and former member Ed Royce helped secure a $10 million Transportation Infrastructure Generating Economic Recovery Program (TIGER) grant for the SR-57/SR-60 Confluence – Freight Corridor Bottleneck Relief Project. Congressman Gil Cisneros, whose district includes the project area is now leading efforts to identify other sources of available funding.

City of Industry Mayor Cory Moss stated she "is dedicated to working with all regional leaders to address the traffic that backs up every day keeping commuters from getting home to their families and bringing trucks delivering trade goods to a halt. Prioritizing the 57/60 confluence for transportation dollars is a win-win for public safety and economic growth."

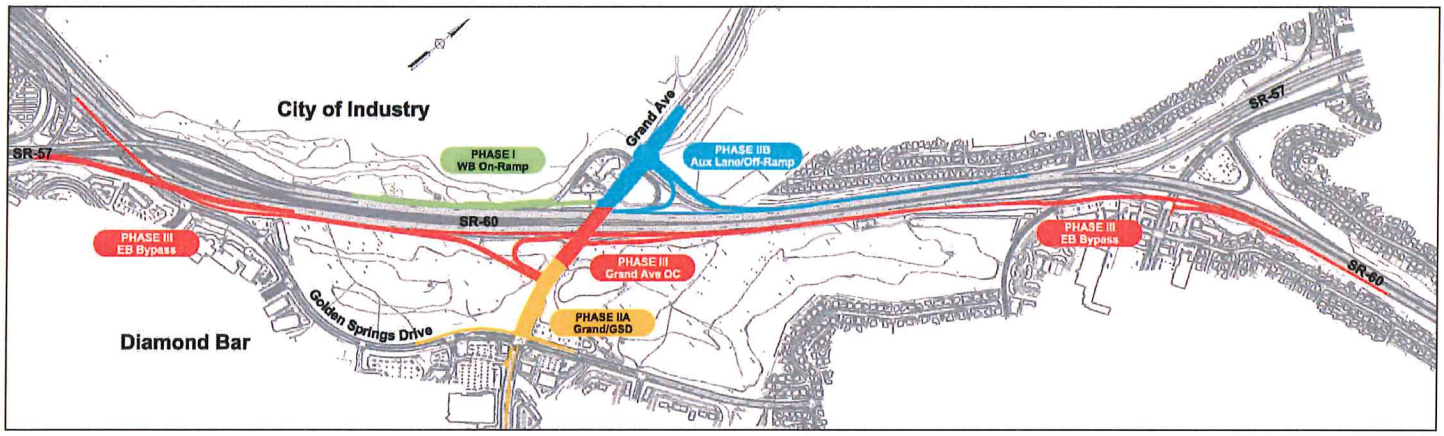
"Prioritizing the 57/60 confluence for transportation dollars is a win-win for public safety and economic growth."

Cory Moss
Mayor, City of Industry

Diamond Bar City Mayor Carol Herrera hopes the legislators will keep this project in mind as they formulate national transportation bills. She said the later phases, which still need funding, are the most critical, but it is important the initial phases have been completed. "It will demonstrate that we are a viable project, ready to go, we've got all the plans, all the approvals, all we need is the funding," she said. "We are a good project to invest in."

As the initial phases of the Confluence project reach completion with construction of the last portion beginning later this year, the final and largest phase progresses into design. The Cities of Industry and Diamond Bar are working closely with Los Angeles County MTA and the San Gabriel Valley Council of Governments to close the hefty $400 million funding gap for the final phase. With plans to pursue state Transportation Corridor Enhancement Program (TCEP) funds and federal Infrastructure for Rebuilding America (INFRA) funds in early 2020, it seems commuters and freight drivers may not have to wait much longer for relief. ❍

57/60 Confluence Project



CITY COUNCIL

ITEM NO. 7.7

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager

STAFF: Bing Hyun, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Consideration of a Deposit and Reimbursement Agreement for Specialized Studies Associated with Development Projects in the City

---

Background:

As part of the development process, the City routinely contracts with third party consultants for CEQA review, as well as other types of studies and reports necessary to process a project, and also utilizes the services of the contract City Attorney's office to assist with the specialized legal review of certain development projects. It is customary for developers to reimburse a public agency for costs that are above and beyond what is generally required to process a project.

In order to recoup the costs associated with the CEQA analysis, studies, and specialized legal review, currently, the City requests that the developer reimburse the City for those costs. However, the City does not currently have a contract in place to be able to enforce payment, should a developer fail to reimburse the City for the aforementioned outside costs.

Most cities require developers to enter into a deposit and reimbursement agreement to cover the costs that are outside of what is customarily provided by cities to process a project.

Discussion:

As set forth above, many development projects require CEQA analysis that necessitates the hiring of an outside consultant. Further, some projects require additional studies and specialized legal review. The costs associated with CEQA analysis, the additional studies and specialized legal review, are already being paid for by the developer. Staff is proposing that the City Council authorize the City Manager to enter into deposit reimbursement agreements to simply memorialize the process currently in place.

Under the proposed deposit and reimbursement agreement, the developer would deposit with the City, an amount determined by Staff to cover the costs of the CEQA analysis, and any additional studies or legal review that it outside what is customarily required for

a project. If the costs exceed the deposit, the developer would be asked to replenish the deposit. At the end of the project, the City would refund the developer the unused deposit amount. The agreement provides that the City is not guaranteeing any particular outcome for a project.

The agreement would not be used for all projects, only those which require the hiring of a CEQA consultant, or other specialized review.

Fiscal Impact:

The deposit and reimbursement agreements will offset the costs paid by the City for outside consultants to process certain development projects.

Recommendation:

Staff recommends the City Council authorize the City Manager to enter into Deposit and Reimbursement Agreements for development projects in the City.

Exhibit:

A. Template Deposit and Reimbursement Agreement

EXHIBIT A

Template Deposit Reimbursement Agreement

CITY OF INDUSTRY
DEPOSIT AND REIMBURSEMENT AGREEMENT

This Deposit and Reimbursement Agreement ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date") by and between the City of Industry ("City"), a California municipal corporation, and INSERT COMPANY NAME, a INSERT TYPE OF LEGAL ENTITY ("Developer"). The City and Developer are sometimes individually referred to as "party" and collectively as "parties" throughout this Agreement.

RECITALS

WHEREAS, Developer is in the process of submitting an application to the City for INSERT TYPE OF ENTITLEMENT(S) related to the proposed development of INSERT WHAT IS BEING DEVELOPED within the City ("the Project"); and

WHEREAS, it is necessary for the City to retain various outside consultants, and utilize the services of the contract City Attorney's Office to perform the analysis necessary to process the Project, including but not limited to, analysis under the California Environmental Quality Act; and

WHEREAS, due to the nature of this Project, the City finds that the fees currently assessed to developers are insufficient to cover the costs associated with the aforementioned analysis, and it is therefore necessary that the Developer reimburse the City for these costs; and

WHEREAS, Developer shall provide the funds to the City for the aforementioned Project analysis, and the City is willing to accept these funds ("Funding") subject to the terms and conditions set forth herein.

NOW, THEREFORE, the City and Developer agree as follows:

1. Developer's Funding

1.1 Developer's Funding shall be used for consulting services related to INSERT WHAT THE DEPOSIT IT PAYING FOR (i.e. CEQA review, City Attorney time, other consultants, etc.) for the Project.

1.2 Developer acknowledges the Funding does not include any additional fees and charges required by law, ordinance or resolution be paid to the City by Developer, such as application fees, inspection fees, and other processing fees for land use entitlements or permits that may be required for this Project.

2. No Assurances to Developer. Developer understands and agrees that City makes no assurances, promises, representations, or warranties, express or implied, that the Project or any portion or phase thereof, to the Developer that the INSERT TYPE OF ENTITLEMENT for the Project, or other entitlement applications, will be approved by the City. Developer also

understands and agrees that nothing herein may limit the discretion of the City to approve or deny Developer's entitlement applications.

City makes no promises, representations, or warranties, express or implied, that the Project or any portion or phase thereof, will be adopted or certified by a date certain or that any step or phase in the process will be accomplished by a date certain. City agrees that it shall exert reasonable good faith efforts to accomplish the Project in an expeditious manner and consistent with all obligations imposed upon City by law, subject to the availability of City staff, outside consultants, and such timing as determined by City staff in its sole discretion.

3. Deposit

3.1 Initial Deposit of Funds by Developer. As of the Effective Date of this Agreement, Developer shall deliver to the City the Initial Deposit amount of INSERT INITIAL DEPOSIT AMOUNT ($0000.00), as initial payment for the matters set forth herein.

3.2 Subsequent Deposit of Funds by Developer. If, at any time prior to the completion of the City's review of the Project, the consultant and/or City Attorney costs exceed the Initial Deposit, Developer make a Subsequent Deposit in an amount estimated to be sufficient to pay City's remaining costs. The Developer shall deliver such Subsequent Deposit to the City within seven (7) business days of receiving City's written request. If Developer fails to make any such requested subsequent deposit, the City shall cease all work related to the required Project review and analysis.

3.3 The Initial and Subsequent Deposits may be commingled with other funds of the City for the purpose of investment and safekeeping, but the City shall at all times maintain records as to the expenditure of the Deposits. Unexpended Deposit amounts shall not accrue or earn interest.

3.4 The City will provide to Developer, if requested, a written summary of the expenditures made from the Deposits, and the unexpended balance thereof, within 45 days of Developer's request.

3.5 If, at the time that final action is taken on the Project, or in the event Developer withdraws its application(s), any part of the Funding that has not been expended shall be refunded to Developer. Any refund shall be made within thirty (30) days following final action or withdrawal.

3.6 Developer hereby represents and warrants that the Funding offered and accepted by the City under the terms of this Agreement is unencumbered and in no way violates the right of, nor is subject to, any claim of any person so long as it is spent in accordance with this Agreement.

4. **City Discretion and Control.** City reserves sole and absolute discretion as to the following: (i) the determination of which persons and/or consultants the City will hire and which employees and/or consultants are assigned to work on the Project; (ii) the supervision of

the work and evaluation of the performance of the employees and/or consultants which are assigned to work on the Project; and (iii) the establishment of the amount of compensation to be paid to the employees and/or consultants assigned to the Project.

4.1 City shall have no fiduciary duty or obligation to the Developer or any other person with respect to the preparation, completion, and coordination of documents associated with this Project. The factual information gathered in preparation of the Project, and any documentation, plans, studies, or recommendations resulting therefrom (collectively the "Work Product") shall be unconditionally the property, with all and full ownership and control, of the City.

4.2 The Funding shall in no way influence the Project or the processing related to the Project. Neither Developer nor any other person providing funding for the Project shall, as a result of such payment, have any expectation as to the results of the Project or the selection of an alternative favorable to or benefiting the Developer. Developer is expressly prohibited from directly or indirectly exercising any supervision or control over any employee or consultant or the City engaged in processing the Project. This prohibition shall not be construed to preclude the Developer, its agents or representatives, from providing information to the City or consultant, nor shall it be construed to preclude the City, its agents, employees, consultants or representatives, from consulting with Developer concerning matters affecting the Project. No promises, representations, or warranties, either express or implied, have been made by the City, its officials, employees, consultants or agents and it is further expressly agreed that no person has any authority to make any such representation, promise, or warranties to the Developer or any other person that the Funding will in any way influence the processing of the Project, or the eventual action by the City's Planning Commission and/or City Council as to the Project.

4.3 City is responsible for reviewing and processing all consultant invoices to ensure accuracy.

5. <u>Termination</u>. The City may terminate this Agreement due to Developer's material breach of this Agreement. City shall provide written notice of termination to Developer.

6. <u>Notices</u>. All notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective parties may provide in writing for this purpose:

If to City:
Troy Helling, City Manager
City of Industry
15625 E. Stafford Street
City of Industry, CA 91744

With a copy to:
James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410

City of Industry, CA 91746

If to Developer:

INSERT CONTACT INFO

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, or overnight courier service during City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

7. **Term.** This Agreement shall expire upon final Project approval by the City, or Developer's withdrawal of any application(s). City shall use Developer Funding for all work set forth in Section 1.1. of this Agreement performed through the date of termination.

8. Miscellaneous Provisions

8.1 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless both parties consent, in writing.

8.2 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

8.3 Invalidity and Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

8.5 Time of Essence. Time is of the essence for each and every provision of this Agreement.

8.6 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

8.7 Incorporation of Recitals. The Recitals are incorporated herein and made an operative part of this Agreement.

8.8 Authority to Enter into Agreement. City and Developer warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing

this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.

8.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

8.10 Attorney's Fees. In the event that any action or proceeding is commenced regarding any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees. The prevailing party shall be as determined by the court in accordance with Code of Civil Procedure Section 1032. The attorney's costs and expert fees recoverable pursuant to this Section include, without limitation, attorney's costs and expert fees incurred on appeal and those incurred in enforcing any judgment rendered. Attorney's costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

8.11 No Joint Venture or Undertaking. Neither this Agreement, nor the Funding pursuant hereto shall constitute or create any form of association, joint venture, partnership, or cooperative activity of any nature whatsoever for any purpose between the City and the Developer. Neither this Agreement nor the Funding shall constitute or create a trust, express or implied, for the benefit of Developer or any other person.

9. Indemnification. Developer agrees to indemnify, hold harmless, and defend (with legal counsel selected by the City) the City, its officers, officials, employees, and agents from any and all claims, damages, losses, fines, or other actual or potential liabilities to third parties stemming from or otherwise relating to this Agreement or the City's actions thereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
City of Industry

By:_____
Troy Helling, City Manager

"DEVELOPER"

By:_____
NAME, Title

Attest:

By:_____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By:_____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 7.8

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling City Manager TH

STAFF: Bing Hyun, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Introduction and Consideration of an Ordinance Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, Incorporating by Reference the California Building Code 2019 Edition; Title 28 of the Los Angeles County Plumbing Code, Incorporating by Reference the California Plumbing Code 2019 Edition; Title 27 of the Los Angeles County Electrical Code, Incorporating by Reference the California Electrical Code 2019 Edition; Title 29 of the Los Angeles County Mechanical Code, Incorporating by Reference the California Mechanical Code 2019 Edition; Title 30 of the Los Angeles County Residential Code, Incorporating by Reference the California Residential Code 2019 Edition; and Title 33 of the Los Angeles County Existing Building Code, Incorporating by Reference the California Existing Building Code 2019 Edition; and Adopting Local Amendments Thereto, and Making Findings for Same

---

Background:

Every three years, the State of California Building Standards Commission ("BSC") adopts the California Building Standards Code ("Code"), which sets forth construction standards that must be followed Statewide. Pursuant to Health and Safety Code sections 17958 and 17958.5, cities and counties will automatically be subject to the Code 180 days after publication but may adopt amendments so long as the amendments are reasonably necessary based on specific findings because of local climatic, geological, or topographical conditions. Since the County of Los Angeles ("County") provides building and safety services to the City of Industry and evaluates the Code for local climatic, geological, or topographical conditions, the City typically adopts or considers the County amendments. For developers, designers, and contractors, consistent standards across the County and the City of Industry can simplify the development process.

Discussion:

In January 2019, the BSC adopted the latest Code that include requirements for building,

existing building, electrical, mechanical, plumbing, and residential construction. The Code was published on July 1, 2019 and becomes effective on January 1, 2020. On November 26, 2019, the County adopted its amendments.

Historically, the City of Industry has adopted by reference the Los Angeles County amendments for building, existing building, electrical, mechanical, plumbing, and residential codes. Attachment 1 of Urgency Ordinance No. 807 U and Ordinance No. 808 provides a list of the County's recent amendments along with the climatic, geologic, and topographic conditions that substantiates each modification.

In short, the City of Industry agrees with the County amendments as they aid building resilience in crisis situations. However, the County adopted certain amendments to the plumbing code that do not aid resilience and present increased costs to new developments. For these reasons, the County amendments related to the reuse of graywater, namely sections 206, 210, 304.1, 601.2.1.1, and 602.2.2, have been excluded from the proposed ordinances. Exhibit E contains an excerpt of the County's plumbing amendments with sections 206, 210, 304.1, 601.2.1.1, and 602.2.2 stricken out.

Due to the timing of the County finishing its amendments (November 26, 2019) and the effective date of the State Code (January 1, 2020), staff recommends that the City Council adopt the County amendments as both an urgency ordinance, to take effect on January 1, 2020, and a regular ordinance, to ensure permanent codification. Otherwise, under the typical code adoption timeline, the State Code would apply to new projects submitted to the City from January 1, 2020 to when the County's amendments become effective (approximately February 9, 2020). In other words, there would be a lag period from when the State Code would apply, then not apply after about one month.

To proceed with adopting the 2019 California Building Codes with the Los Angeles County amendments, staff recommends the City Council approve Urgency Ordinance No. 807 U and Ordinance No. 808. Urgency Ordinance No. 807 U requires 4/5th vote to pass and will be effective January 1, 2020 for a period not greater than 45 days. If Ordinance No. 808 is approved, it will be brought back to the City Council for public hearing and adoption on January 9, 2020 and will be effective on February 9, 2020.

The ordinances have been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

Fiscal Impact:

There is no fiscal impact related to the adoption of updated building standards.

Recommendations:

Ordinance No. 808:

Staff recommends that the City Council: (1) Waive reading of Ordinance No. 808 and read by title only; (2) introduce Ordinance No. 808 - An Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2,

Title 26 of the Los Angeles County Building Code, Incorporating by Reference the California Building Code 2019 Edition; Title 28 of the Los Angeles County Plumbing Code, Incorporating by Reference the California Plumbing Code 2019 Edition; Title 27 of the Los Angeles County Electrical Code, Incorporating by Reference the California Electrical Code 2019 Edition; Title 29 of the Los Angeles County Mechanical Code, Incorporating by Reference the California Mechanical Code 2019 Edition; Title 30 of the Los Angeles County Residential Code, Incorporating by Reference the California Residential Code 2019 Edition; and Title 33 of the Los Angeles County Existing Building Code, Incorporating by Reference the California Existing Building Code 2019 Edition; and Adopting Local Amendments Thereto, and Making Findings for Same.

Exhibits:

A. Ordinance No. 808
B. Notice of Exemption
C. Excerpt of County of Los Angeles Plumbing Code Amendments 2019 with sections 206, 210, 304.1, 601.2.1.1, and 602.2.2 stricken out

---

TH/BH:kt

EXHIBIT A

Ordinance No. 808

[Attached]

ORDINANCE NO. 808

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2019 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2019 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2019 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2019 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2019 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2019 EDITION; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings.
The City Council of the City of Industry (the "City") adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, attached hereto and incorporated herein by reference, and as set forth in the Los Angeles County Code. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage, as well as local climatic, geological and/or topographical conditions in the County of Los Angeles.

(B) California State law requires localities, such as the City of Industry, to adopt the 2019 California Building Standards Code and any modifications there to, by January 1, 2020. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local geological conditions by that date. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health,

and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act ("CEQA", Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Section 15.04.010 (Adoption of building code) of Chapter 15.04 (Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 26 Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Building Code, 2019 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Building Code, 2019 Edition, Title 26 of the Los Angeles County Code, or any amendment to the building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 4. Municipal Code Amendment.

Section 15.10.010 (Adoption of residential code) of Chapter 15.10 (Residential Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 30 Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Residential Code, 2019 Edition (Part 2.5 of Title 24 of the California Code of Regulations) is

incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Residential Code of the City of Industry.

B. In the event of any conflict between provisions of the California Residential Code, 2019 Edition, Title 30 of the Los Angeles County Code, or any amendment to the residential code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 5. Municipal Code Amendment.

Section 15.16.010 (Adoption of mechanical code) of Chapter 15.16 (Mechanical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 29 Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Mechanical Code, 2019 Edition (Part 4 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Mechanical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Mechanical Code, 2019 Edition, Title 29 of the Los Angeles County Code, or any amendment to the mechanical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 6. Municipal Code Amendment.

Section 15.20.010 (Adoption of electrical code) of Chapter 15.20 (Electrical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 27 Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Electrical Code, 2019 Edition (Part 3 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Electrical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Electrical Code, 2019 Edition, Title 27 of the Los Angeles County Code, or any amendment to the electrical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 7. Municipal Code Amendment.

Section 15.24.010 (Adoption of plumbing code) of Chapter 15.24 (Plumbing Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 28 Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Plumbing Code, 2019 Edition (Part 5 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Plumbing Code of the City of Industry. Notwithstanding the foregoing, the following Sections of Title 28 Plumbing Code, of the Los Angeles County Code, are not part of the Plumbing Code of the City of Industry: Sections 206.0 (Demand Hot Water Recirculation System), 210.0 (Hot Water Recirculation System), 304.1 (General), 601.2.1.1, and 601.2.2 (Hot Water Recirculation Systems).

B. In the event of any conflict between provisions of the California Plumbing Code, 2019 Edition, Title 28 of the Los Angeles County Code, or any amendment to the plumbing code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 8. Municipal Code Amendment.

Section 15.30.010 (Adoption of Existing Building Code) of Chapter 15.30 (Existing Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 33 Existing Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Existing Building, 2019 Edition (Part 10 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Existing Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Existing Building Code, 2019 Edition, Title 33 of the Los Angeles County Code, or any amendment to the existing building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 33 of the Los Angeles County Code and the California Existing Building Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 9. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 10. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 11. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on January __, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

ATTACHMENT NO. 1

Building Code Amendments

[Attached]

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
701A.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
703A.5.2 and 703A.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
704A.3	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
705A.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
1030.4	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.
1507.3.1	Geological	Section amended to require concrete and clay tiles to be

Code Section	Condition	Explanation of Amendment
		installed over solid structural sheathing boards only, due to the increased risk of significant earthquakes in the County. The changes in Section 1507.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. The Structural Engineers Association of Southern California ("SEAOSC") and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately or the nails were not attached on each side of each tile or the nail just pulled out over a period of time because the shank of the nails were smooth. Therefore, the amendment is needed to minimize such occurrences in the event of future significant earthquakes.

Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.7 and 1613.7.1	Geological	The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospital, school, police, and fire station, etc., from adjoining structures. The deletion of the importance factor from Equation 12.12-1 will ensure that a safe seismic separation distance is provided. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.7.2	Geological	Damage to one- and two-family dwellings of light frame construction resulting from the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of construction and incorporate lessons learned from studies after the Northridge Earthquake, the modification to ASCE 7, Section 12.2.3.1, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.7.3	Geological	The SEAOSC and Los Angeles City Joint Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was determined that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, subdiaphragm shears need to be limited to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force, but also taking into consideration the improved performance and standards for diaphragm construction today, a proposal to increase the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75 percent of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf is deemed appropriate and acceptable. The Los Angeles region is

		within a very active geological location. Due to the frequency of this type of failure during previous significant earthquakes, various jurisdictions within this region have taken these additional steps to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This amendment is a continuation of an amendment adopted during a previous code adoption cycles.
1613.7.4	Geological	This change is to implement the provisions in ASCE 7-16. This provision allows for a limited value to be used in the seismic design of a building when certain criteria are met. The current provision does not clearly state the criteria and has created misapplications of this section. It is necessary to adopt this provision now to avoid further misinterpretation of the intent of the 5 story limit, and how the height of the building is measured. The Los Angeles region is within a very active geological location. When applying the story height limit, mezzanines need to be considered as floor levels due to the added mass, overturning forces, and the variation in shear wall stiffnesses that are created. ASCE 7-16 provisions need to be incorporated into the Code to ensure that new buildings and additions to existing buildings are designed and constructed in accordance with the purpose and intent of the Building Code.
1613.8	Geological Topographical	Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the Los Angeles region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1704.6	Geological	The language in Sections 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who

		was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1704.6.1	Geological	With the higher seismic demand placed on buildings and structures in this region, the language in sections 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

1705.3	Geological	Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.12	Geological	In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.12, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.
1807.1.4	Climatic Geological	No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of

		wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the

		performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.12	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1810.3.2.4	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant

		earthquakes in the County.
1905.1.7	Geological	This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.1.8 through 1905.1.11	Geological	These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.1 and Table 2304.10.1	Geological	Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners

		to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.12.5	Climatic Geological	No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
2305.4	Geological	The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection

		than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2305.5	Geological	Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2306.2 2306.3 2307.2 2308.6.5.1 2308.6.5.2 Figure 2308.6.5.1 and Figure 2308.6.5.2	Geological	The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended

		that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the Los Angeles region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.
2308.6.8.1	Geological	With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
Table 2308.6.1	Geological	This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

2308.6.9	Geological	Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.
J101.1	Geological Topographical Climate	This Section is revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.
J101.10	Geological Topographical Climate	This Section is revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climate	Sections revised to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J104.2.1 – J104.4	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J105.1-J105.14	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J106.1	Geological Topographical Climate	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.

J107.1- J107.7	Geological Topographical Climate	Sections revised to provide more stringent fill requirements for slope stability, and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J107.8 – J107.9	Geological Topographical Climate	Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J108.1 – J108.4	Geological Topographical Climate	Sections revised to provide more stringent slope setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.1 – J109.3	Geological Topographical Climate	Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.5	Geological Topographical Climate	Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J110.1 - J110.8.5	Geological Topographical Climate	Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J111	Geological Topographical Climate	Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.

RESIDENTIAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D_0, D_1, D_2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
R301.1.4	Geological Topographical	Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.
R301.2.2.6	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this

Code Section	Condition	Explanation of Amendment
		local amendment limits the type of irregular conditions as specified in the 2019 California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
Table R302.1(2)	Climatic	This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.
R337.1.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire

Code Section	Condition	Explanation of Amendment
		Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.

R337.1.3.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.6	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or repairs to buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.3.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.3.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.4.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R401.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.
R403.1.2 R403.1.3.6	Climatic Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area.

R403.1.5 Figure R403.1.5		These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.
R404.2	Climatic Geological	No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.
R501.1	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and

		structurally sound.
R503.2.4 Figure R503.2.4	Geological	Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.2.5.
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.

R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.
Table R602.10.3(3)	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.
Table R602.10.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform

		standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.
Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.4 of AWC SDPWS-2015.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure R602.10.6.2	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the

		shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 12.16.1 of ACI 318-11. This amendment is a continuation of amendments adopted during prior Code adoption cycles.
Figure R602.10.6.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.3.2 of the California Building Code. This amendment is a continuation of amendments adopted during prior Code adoption cycle.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D_0, D_1 or D_2, or on townhouses in Seismic Design Category C.
R606.12.2.2.3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls help to improve the seismic performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.2.5.
R905.3.1	Geological	Due to the increased risk of significant earthquakes in Los Angeles County, this amendment requires concrete and

		clay tiles to be installed over solid structural sheathing boards only. The changes in Section R905.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. SEAOSC and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately, or the nails were not attached on each side of each tile, or the nail just pulled out over a period of time because the shank of the nails were smooth. This amendment is needed to minimize such occurrences in the event of future significant earthquakes.

R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
AS106.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the use of strawbale walls for structural purposes for buildings or structures located in Seismic Design Category D_0, D_1, D_2, E or F. There is limited testing results available on the structural application of strawbale walls, particularly for seismic resistance. Since these provisions are specific to one- and two-family residential buildings, it is of the utmost importance that homes be resilient in the event of an earthquake and built using proven construction methods and materials. The remaining provisions allowing for the use of strawbale walls for nonstructural applications will still be permitted.

MECHANICAL CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.3.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

ELECTRICAL CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
220.41	Climatic	The County of Los Angeles is a densely populated area with varying and occasionally immoderate temperatures and weather conditions. This creates the need for highly efficient buildings to reduce demand on the electrical grid and, in turn, reduce the use of fossil fuels and improve air quality. The proposed amendment will provide a cost-effective means for homeowners to increase energy savings and reduce the demand on the electrical grid by requiring the installation of an energy storage system for current or future use with minimal need for additional construction and modification of the existing electrical system.

PLUMBING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
Sections 601.2	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).
Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.

CODE SECTION	CONDITION	EXPLANATION
Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section M 10.0	Geological Topographical Climatic	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.

EXISTING BUILDING CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
302.7.1 to 302.7.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.
302.8	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.

EXHIBIT B

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Citywide Ordinance Adopting the Los Angeles County Building Code

Project Location - Specific: Citywide

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: The project consists of an ordinance of the City Council of the City of Industry, California adopted by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2019 Edition; Title 28 of the Los Angeles County Plumbing Code incorporating by reference the California Plumbing Code 2019 Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2019 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2019 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2019 Edition; and Title 33 of the Los Angeles County existing Building Code, incorporating by reference the California existing Building Code 2019 Edition.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☑ Categorical Exemption. *State type and section number:* 15061 Class (b)(3)
☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: Pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopt the Notice of Exemption

Lead Agency
Contact Person: Bing Hyun Telephone: (626) 333-2211

Signature: _____ Date: 12-12-2019

Title: Assistant City Manager

EXHIBIT C

Excerpt of County of Los Angeles Plumbing Code Amendments 2019 with sections 206, 210, 304.1, 601.2.1.1, and 602.2.2 stricken out

[Attached]

. . .

SECTION 4. Section 206.0 is hereby amended to read as follows:

206.0 **– D –**

. . .

~~**Demand Hot Water Recirculation System**. A hot water recirculation system requiring manual activation and equipped with a thermostat that will automatically shut off the recirculation pump when the water temperature reaches a preset level at the point of use.~~

. . .

SECTION 5. Section 207.0 is hereby amended to read as follows:

207.0 **– E –**

. . .

Electrical Code. The most recent edition of Title 27 of the Los Angeles County Code.

. . .

SECTION 6. Section 210.0 is hereby amended to read as follows:

210.0 **– H –**

. . .

~~**Hot Water Recirculation System**. A hot water distribution system that reduces the time needed to deliver hot water to fixtures that are distant from the water heater, boiler, or other water heating equipment. The recirculation system is comprised of hot~~

~~water supply and return piping with shutoff valves, balancing valves, and circulating pumps, and a method of controlling the circulating system.~~

. . .

SECTION 7. Section 215.0 is hereby amended to read as follows:

215.0 **– M –**

. . .

Mechanical Code. The most recent edition of Title 29 of the Los Angeles County Code.

. . .

SECTION 8. Section 301.2.2 is hereby amended to read as follows:

301.2.2 **Standards.** Standards listed or referred to in this ~~c~~Chapter or other chapters cover materials that will conform to the requirements of this ~~c~~Code, where used in accordance with the limitations imposed in this or other chapters thereof and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein shall be permitted to be used only by special permission of the Authority Having Jurisdiction after the Authority Having Jurisdiction has been satisfied as to their adequacy. A list of accepted plumbing material standards is referenced in Table 1701.1. Solar thermal energy systems and material standards are referenced in Tables S 17.1 and S 17.2 of Appendix S. IAPMO Installation Standards are referenced in Appendix I for the convenience of

the users of this ~~c~~Code. It is not considered as a part of this ~~c~~Code unless formally adopted as such by the Authority Having Jurisdiction.

SECTION 9. Section 301.3 is hereby amended to read as follows:

301.3 Alternate Materials and Methods of Construction ~~Equivalency~~ and Modifications.

301.3.1 Alternate Materials and Methods of Construction. Nothing in this ~~c~~Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this ~~c~~Code. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency prior to installation. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case by case basis. [HCD 1] (See Section 1.8.7).

. . .

301.3.1.1 Testing.

. . .

301.3.1.1.1 Tests.

. . .

301.3.1.~~2~~.1.2 Request by Authority Having Jurisdiction.

. . .

301.3.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction

shall have the authority to grant modifications on a case by case basis, upon application of the owner or the owner's authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety related requirements. The details of any action granting modifications shall be recorded and entered in the files of the Authority Having Jurisdiction. Application for approval of a modification shall be in accordance with Section 103.12.2.

SECTION 10. ~~Section 304.1 is hereby amended to read as follows:~~

~~**304.1 General.** Plumbing fixtures, drains, appurtenances, and appliances, used to receive or discharge liquid wastes or sewage, shall be connected properly to the drainage system of the building or premises, in accordance with the requirements of this c~~Code.

~~***Exception:*** *[HCD 1] Limited-density owner-built rural dwellings. Where conventional plumbing, in all or in part, is installed within the structure, it shall be installed in accordance with the provisions of this c~~Code. *Alternative materials and methods shall be permitted provided that the design complies with the intent of the c~~Code, *and that such alternatives shall perform to protect health and safety for the intended purpose.*

~~Dual waste piping shall be installed to permit the discharge from clothes washers, bathtubs, showers, and bathroom/restroom wash basins to be used for a graywater irrigation system. Partial connection of plumbing fixtures to the graywater~~

~~system, based on accepted engineering practices and required volume of water for irrigation, shall be accepted. Graywater systems shall be designed and installed in accordance with Chapter 15 and other parts of this Code.~~

~~**Exceptions:**~~

~~(1) Buildings with a graywater system, rain catchment system, or recycled water system.~~

~~(2) Sites with landscape areas not exceeding 500 square feet.~~

~~(3) Projects where graywater systems are not permitted due to geological conditions.~~

~~(4) Additions and alterations that use the existing building drain.~~

~~**SECTION 11.** Section 601.2 is hereby amended to read as follows:~~

~~. . .~~

~~**601.2.1.1** An individual water meter or submeter shall be provided for each dwelling unit in newly-constructed condominium structures and in newly-constructed mixed-use structures.~~

~~**601.2.2 Hot Water Recirculation Systems**. A hot water recirculation system shall be installed, as defined in Chapter 2, and shall not allow more than 0.6 gallons of water to be delivered to any fixture before hot water arrives. Hot water recirculation systems may include, but are not limited to, the following:~~

~~(1) Timer-initiated systems.~~

~~(2) Temperature sensor-initiated systems.~~

~~(3) Occupancy sensor-initiated systems.~~

~~(4) Smart hot water recirculation systems.~~

~~(5) Demand hot water recirculation systems.~~

~~(6) Other systems acceptable to the Authority Having Jurisdiction.~~

SECTION 12. Section 609.7 is hereby amended to read as follows:

609.7 **Abutting Lot.** Nothing contained in this ~~c~~Code shall be construed to prohibit the use of all or part of an abutting or adjacent lot or lots to:

. . .

SECTION 13. Section 721.3 is hereby added to read as follows:

721.3 **Public Sewer.** If the public sewer does not extend to a point from which each building on a lot or parcel of land large enough to permit future subdivision can be independently served, the property owner shall construct a public sewer as required by Title 20 – Utilities – of the Los Angeles County Code, Division 2 – Sanitary Sewer and Industrial Waste Ordinance, to provide adequate sewerage for each such possible parcel.

EXCEPTION: When the Authority Having Jurisdiction finds that the character of a lot is such that no further subdivision can be reasonably anticipated, or the use is such as to preclude subdivision, or where the owner has executed a covenant stating that the lot or parcel of land, together with all improvements thereon, will be maintained as a unit and that before any subdivision is made or any portion of said lot is transferred to another owner, separate sewerage facilities as hereinbefore required in this Section will be installed, the drainage system of all buildings may be connected to a common building sewer or private sewage disposal system. The covenant shall be recorded by

CITY COUNCIL

ITEM NO. 8.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling City Manager TH

STAFF: Bing Hyun, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Public Hearing – Consideration of an Urgency Ordinance Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, Incorporating by Reference the California Building Code 2019 Edition; Title 28 of the Los Angeles County Plumbing Code, Incorporating by Reference the California Plumbing Code 2019 Edition; Title 27 of the Los Angeles County Electrical Code, Incorporating by Reference the California Electrical Code 2019 Edition; Title 29 of the Los Angeles County Mechanical Code, Incorporating by Reference the California Mechanical Code 2019 Edition; Title 30 of the Los Angeles County Residential Code, Incorporating by Reference the California Residential Code 2019 Edition; and Title 33 of the Los Angeles County Existing Building Code, Incorporating by Reference the California Existing Building Code 2019 Edition; and Adopting Local Amendments Thereto, and Making Findings for Same, and Declaring the Urgency Thereof

---

Background:

Every three years, the State of California Building Standards Commission ("BSC") adopts the California Building Standards Code ("Code"), which sets forth construction standards that must be followed Statewide. Pursuant to Health and Safety Code sections 17958 and 17958.5, cities and counties will automatically be subject to the Code 180 days after publication but may adopt amendments so long as the amendments are reasonably necessary based on specific findings because of local climatic, geological, or topographical conditions. Since the County of Los Angeles ("County") provides building and safety services to the City of Industry and evaluates the Code for local climatic, geological, or topographical conditions, the City typically adopts or considers the County amendments. For developers, designers, and contractors, consistent standards across the County and the City of Industry can simplify the development process.

Discussion:

In January 2019, the BSC adopted the latest Code that include requirements for building,

existing building, electrical, mechanical, plumbing, and residential construction. The Code was published on July 1, 2019 and becomes effective on January 1, 2020. On November 26, 2019, the County adopted its amendments.

Historically, the City of Industry has adopted by reference the Los Angeles County amendments for building, existing building, electrical, mechanical, plumbing, and residential codes. Attachment 1 of Urgency Ordinance No. 807 U and Ordinance No. 808 provides a list of the County's recent amendments along with the climatic, geologic, and topographic conditions that substantiates each modification.

In short, the City of Industry agrees with the County amendments as they aid building resilience in crisis situations. However, the County adopted certain amendments to the plumbing code that do not aid resilience and present increased costs to new developments. For these reasons, the County amendments related to the reuse of graywater, namely sections 206, 210, 304.1, 601.2.1.1, and 602.2.2, have been excluded from the proposed ordinances. Exhibit E contains an excerpt of the County's plumbing amendments with sections 206, 210, 304.1, 601.2.1.1, and 602.2.2 stricken out.

Due to the timing of the County finishing its amendments (November 26, 2019) and the effective date of the State Code (January 1, 2020), staff recommends that the City Council adopt the County amendments as both an urgency ordinance, to take effect on January 1, 2020, and a regular ordinance, to ensure permanent codification. Otherwise, under the typical code adoption timeline, the State Code would apply to new projects submitted to the City from January 1, 2020 to when the County's amendments become effective (approximately February 9, 2020). In other words, there would be a lag period from when the State Code would apply, then not apply after about one month.

To proceed with adopting the 2019 California Building Codes with the Los Angeles County amendments, staff recommends the City Council approve Urgency Ordinance No. 807 U and Ordinance No. 808. Urgency Ordinance No. 807 U requires 4/5th vote to pass and will be effective January 1, 2020 for a period not greater than 45 days. If Ordinance No. 808 is approved, it will be brought back to the City Council for public hearing and adoption on January 9, 2020 and will be effective on February 9, 2020.

The ordinances have been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

Fiscal Impact:

There is no fiscal impact related to the adoption of updated building standards.

Recommendations:

Urgency Ordinance No. 807 U:

Staff recommends that the City Council: (1) open the public hearing; (2) take public testimony; (3) close the public hearing; (4) read Ordinance No. 807 U by title only and waive further reading; and (5) adopt Ordinance No. 807 U - An Urgency Ordinance of the

City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, Incorporating by Reference the California Building Code 2019 Edition; Title 28 of the Los Angeles County Plumbing Code, Incorporating by Reference the California Plumbing Code 2019 Edition; Title 27 of the Los Angeles County Electrical Code, Incorporating by Reference the California Electrical Code 2019 Edition; Title 29 of the Los Angeles County Mechanical Code, Incorporating by Reference the California Mechanical Code 2019 Edition; Title 30 of the Los Angeles County Residential Code, Incorporating by Reference the California Residential Code 2019 Edition; and Title 33 of the Los Angeles County Existing Building Code, Incorporating by Reference the California Existing Building Code 2019 Edition; and Adopting Local Amendments Thereto, and Making Findings for Same, and Declaring the Urgency Thereof.

Exhibits:

A. Urgency Ordinance No. 807 U
B. Notice of Public Hearing
C. Notice of Exemption
D. Excerpt of County of Los Angeles Plumbing Code Amendments 2019 with sections 206, 210, 304.1, 601.2.1.1, and 602.2.2 stricken out

---

TH/BH:kt

EXHIBIT A

Urgency Ordinance No. 807 U

[Attached]

URGENCY ORDINANCE NO. 807 U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2019 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2019 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2019 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2019 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2019 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2019 EDITION; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings.
The City Council of the City of Industry (the "City") adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, attached hereto and incorporated herein by reference, and as set forth in the Los Angeles County Code. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage, as well as local climatic, geological and/or topographical conditions in the County of Los Angeles.

(B) California State law requires localities, such as the City of Industry, to adopt the 2019 California Building Standards Code and any modifications there to, by January 1, 2020. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local geological conditions by that date. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health,

and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act ("CEQA", Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Section 15.04.010 (Adoption of building code) of Chapter 15.04 (Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 26 Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Building Code, 2019 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Building Code, 2019 Edition, Title 26 of the Los Angeles County Code, or any amendment to the building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 4. Municipal Code Amendment.

Section 15.10.010 (Adoption of residential code) of Chapter 15.10 (Residential Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 30 Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Residential Code, 2019 Edition (Part 2.5 of Title 24 of the California Code of Regulations) is

incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Residential Code of the City of Industry.

B. In the event of any conflict between provisions of the California Residential Code, 2019 Edition, Title 30 of the Los Angeles County Code, or any amendment to the residential code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 5. Municipal Code Amendment.

Section 15.16.010 (Adoption of mechanical code) of Chapter 15.16 (Mechanical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 29 Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Mechanical Code, 2019 Edition (Part 4 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Mechanical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Mechanical Code, 2019 Edition, Title 29 of the Los Angeles County Code, or any amendment to the mechanical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 6. Municipal Code Amendment.

Section 15.20.010 (Adoption of electrical code) of Chapter 15.20 (Electrical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 27 Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Electrical Code, 2019 Edition (Part 3 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Electrical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Electrical Code, 2019 Edition, Title 27 of the Los Angeles County Code, or any amendment to the electrical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 7. Municipal Code Amendment.

Section 15.24.010 (Adoption of plumbing code) of Chapter 15.24 (Plumbing Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 28 Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Plumbing Code, 2019 Edition (Part 5 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Plumbing Code of the City of Industry. Notwithstanding the foregoing, the following Sections of Title 28 Plumbing Code, of the Los Angeles County Code, are not part of the Plumbing Code of the City of Industry: Sections 206.0 (Demand Hot Water Recirculation System), 210.0 (Hot Water Recirculation System), 304.1 (General), 601.2.1.1, and 601.2.2 (Hot Water Recirculation Systems).

B. In the event of any conflict between provisions of the California Plumbing Code, 2019 Edition, Title 28 of the Los Angeles County Code, or any amendment to the plumbing code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 8. Municipal Code Amendment.

Section 15.30.010 (Adoption of Existing Building Code) of Chapter 15.30 (Existing Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 33 Existing Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Existing Building, 2019 Edition (Part 10 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Existing Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Existing Building Code, 2019 Edition, Title 33 of the Los Angeles County Code, or any amendment to the existing building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 33 of the Los Angeles County Code and the California Existing Building Code, 2019 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 9. Urgency Ordinance.

Based on the findings set forth in Section 1, above, this ordinance is an urgency ordinance pursuant to Government Code Section 36937, and pursuant to the authority granted to the City in Article 11, Section 7 of the California Constitution, and is for the immediate preservation of the public peace, health and welfare. In the absence of legislation effective by January 1, 2020, technical building codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health, and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents. This ordinance shall take effect on January 1, 2020 by a 4/5th vote of City Council. This ordinance will terminate upon a determination by the City Council supported by substantial evidence that the threat to the public health, safety, and welfare described in Section 1 of this ordinance has been ameliorated, or by the adoption of ordinance or amendments extending or superseding this ordinance.

SECTION 10. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 11. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 12. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on December 12, 2019 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

ATTACHMENT NO. 1

Building Code Amendments

[Attached]

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
701A.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
703A.5.2 and 703A.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
704A.3	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
705A.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
1030.4	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.
1507.3.1	Geological	Section amended to require concrete and clay tiles to be

Code Section	Condition	Explanation of Amendment
		installed over solid structural sheathing boards only, due to the increased risk of significant earthquakes in the County. The changes in Section 1507.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. The Structural Engineers Association of Southern California ("SEAOSC") and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately or the nails were not attached on each side of each tile or the nail just pulled out over a period of time because the shank of the nails were smooth. Therefore, the amendment is needed to minimize such occurrences in the event of future significant earthquakes.

Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.7 and 1613.7.1	Geological	The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospital, school, police, and fire station, etc., from adjoining structures. The deletion of the importance factor from Equation 12.12-1 will ensure that a safe seismic separation distance is provided. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.7.2	Geological	Damage to one- and two-family dwellings of light frame construction resulting from the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of construction and incorporate lessons learned from studies after the Northridge Earthquake, the modification to ASCE 7, Section 12.2.3.1, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.7.3	Geological	The SEAOSC and Los Angeles City Joint Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was determined that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, subdiaphragm shears need to be limited to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force, but also taking into consideration the improved performance and standards for diaphragm construction today, a proposal to increase the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75 percent of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf is deemed appropriate and acceptable. The Los Angeles region is

		within a very active geological location. Due to the frequency of this type of failure during previous significant earthquakes, various jurisdictions within this region have taken these additional steps to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This amendment is a continuation of an amendment adopted during a previous code adoption cycles.
1613.7.4	Geological	This change is to implement the provisions in ASCE 7-16. This provision allows for a limited value to be used in the seismic design of a building when certain criteria are met. The current provision does not clearly state the criteria and has created misapplications of this section. It is necessary to adopt this provision now to avoid further misinterpretation of the intent of the 5 story limit, and how the height of the building is measured. The Los Angeles region is within a very active geological location. When applying the story height limit, mezzanines need to be considered as floor levels due to the added mass, overturning forces, and the variation in shear wall stiffnesses that are created. ASCE 7-16 provisions need to be incorporated into the Code to ensure that new buildings and additions to existing buildings are designed and constructed in accordance with the purpose and intent of the Building Code.
1613.8	Geological Topographical	Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the Los Angeles region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1704.6	Geological	The language in Sections 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who

		was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1704.6.1	Geological	With the higher seismic demand placed on buildings and structures in this region, the language in sections 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

1705.3	Geological	Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.12	Geological	In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.12, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.
1807.1.4	Climatic Geological	No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of

		wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the

		performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.12	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1810.3.2.4	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant

		earthquakes in the County.
1905.1.7	Geological	This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.1.8 through 1905.1.11	Geological	These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.1 and Table 2304.10.1	Geological	Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners

		to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.12.5	Climatic Geological	No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
2305.4	Geological	The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection

		than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2305.5	Geological	Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2306.2 2306.3 2307.2 2308.6.5.1 2308.6.5.2 Figure 2308.6.5.1 and Figure 2308.6.5.2	Geological	The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended

		that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the Los Angeles region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.
2308.6.8.1	Geological	With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
Table 2308.6.1	Geological	This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

2308.6.9	Geological	Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.
J101.1	Geological Topographical Climate	This Section is revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.
J101.10	Geological Topographical Climate	This Section is revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climate	Sections revised to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J104.2.1 – J104.4	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J105.1-J105.14	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J106.1	Geological Topographical Climate	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.

J107.1- J107.7	Geological Topographical Climate	Sections revised to provide more stringent fill requirements for slope stability, and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J107.8 – J107.9	Geological Topographical Climate	Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J108.1 – J108.4	Geological Topographical Climate	Sections revised to provide more stringent slope setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.1 – J109.3	Geological Topographical Climate	Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.5	Geological Topographical Climate	Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J110.1 - J110.8.5	Geological Topographical Climate	Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J111	Geological Topographical Climate	Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.

RESIDENTIAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D_0, D_1, D_2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
R301.1.4	Geological Topographical	Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.
R301.2.2.6	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this

Code Section	Condition	Explanation of Amendment
		local amendment limits the type of irregular conditions as specified in the 2019 California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
Table R302.1(2)	Climatic	This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.
R337.1.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire

Code Section	Condition	Explanation of Amendment
		Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.

R337.1.3.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.6	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or repairs to buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.3.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.3.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.4.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R401.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.
R403.1.2 R403.1.3.6	Climatic Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area.

R403.1.5 Figure R403.1.5		These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.
R404.2	Climatic Geological	No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.
R501.1	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and

		structurally sound.
R503.2.4 Figure R503.2.4	Geological	Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.2.5.
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.

R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.
Table R602.10.3(3)	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.
Table R602.10.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform

		standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.
Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.4 of AWC SDPWS-2015.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure R602.10.6.2	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the

		shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 12.16.1 of ACI 318-11. This amendment is a continuation of amendments adopted during prior Code adoption cycles.
Figure R602.10.6.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.3.2 of the California Building Code. This amendment is a continuation of amendments adopted during prior Code adoption cycle.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D_0, D_1 or D_2, or on townhouses in Seismic Design Category C.
R606.12.2.2.3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls help to improve the seismic performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.2.5.
R905.3.1	Geological	Due to the increased risk of significant earthquakes in Los Angeles County, this amendment requires concrete and

		clay tiles to be installed over solid structural sheathing boards only. The changes in Section R905.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. SEAOSC and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately, or the nails were not attached on each side of each tile, or the nail just pulled out over a period of time because the shank of the nails were smooth. This amendment is needed to minimize such occurrences in the event of future significant earthquakes.

R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
AS106.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the use of strawbale walls for structural purposes for buildings or structures located in Seismic Design Category D_0, D_1, D_2, E or F. There is limited testing results available on the structural application of strawbale walls, particularly for seismic resistance. Since these provisions are specific to one- and two-family residential buildings, it is of the utmost importance that homes be resilient in the event of an earthquake and built using proven construction methods and materials. The remaining provisions allowing for the use of strawbale walls for nonstructural applications will still be permitted.

MECHANICAL CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.3.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

ELECTRICAL CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
220.41	Climatic	The County of Los Angeles is a densely populated area with varying and occasionally immoderate temperatures and weather conditions. This creates the need for highly efficient buildings to reduce demand on the electrical grid and, in turn, reduce the use of fossil fuels and improve air quality. The proposed amendment will provide a cost-effective means for homeowners to increase energy savings and reduce the demand on the electrical grid by requiring the installation of an energy storage system for current or future use with minimal need for additional construction and modification of the existing electrical system.

PLUMBING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
Sections 601.2	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).
Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.

CODE SECTION	CONDITION	EXPLANATION
Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section M 10.0	Geological Topographical Climatic	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.

EXISTING BUILDING CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
302.7.1 to 302.7.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.
302.8	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.

EXHIBIT B

Notice of Public Hearing

[Attached]

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

CITY OF INDUSTRY
CITY COUNCIL
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Industry will hold a public hearing on Thursday, December 12, 2019 at 9:00 a.m., or as soon thereafter as the matter made be heard, in the Council Chambers, 15651 East Stafford Street, City of Industry, California, to consider the following matter:

AN URGENCY ORDINANCE ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2019 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2019 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2019 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2019 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2019 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2019 EDITION; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF

A copy of all relevant material regarding the proposed ordinance is on file in the Office of the City Clerk at City Hall, 15625 E. Stafford Street, City of Industry, CA 91744. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Industry, at City Hall, at the address listed above. All comments must be received at, or prior to, the date and time of the hearing listed above.

If you challenge the nature of the proposed ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Industry at, or prior to, the public hearing.

Julie Gutierrez-Robles
City Clerk of the City of Industry

EXHIBIT C

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Citywide Ordinance Adopting the Los Angeles County Building Code

Project Location - Specific: Citywide

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: The project consists of an ordinance of the City Council of the City of Industry, California adopted by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2019 Edition; Title 28 of the Los Angeles County Plumbing Code incorporating by reference the California Plumbing Code 2019 Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2019 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2019 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2019 Edition; and Title 33 of the Los Angeles County existing Building Code, incorporating by reference the California existing Building Code 2019 Edition.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☑ Categorical Exemption. *State type and section number:* 15061 Class (b)(3)
- ☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: Pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopt the Notice of Exemption

Lead Agency
Contact Person: Bing Hyun Telephone: (626) 333-2211

Signature: Date: 12-12-2019

Title: Assistant City Manager

EXHIBIT D

Excerpt of County of Los Angeles Plumbing Code Amendments 2019 with sections 206, 210, 304.1, 601.2.1.1, and 602.2.2 stricken out

[Attached]

. . .

SECTION 4. Section 206.0 is hereby amended to read as follows:

206.0 **– D –**

. . .

~~**Demand Hot Water Recirculation System**. A hot water recirculation system requiring manual activation and equipped with a thermostat that will automatically shut off the recirculation pump when the water temperature reaches a preset level at the point of use.~~

. . .

SECTION 5. Section 207.0 is hereby amended to read as follows:

207.0 **– E –**

. . .

Electrical Code. The most recent edition of Title 27 of the Los Angeles County Code.

. . .

SECTION 6. Section 210.0 is hereby amended to read as follows:

210.0 **– H –**

. . .

~~**Hot Water Recirculation System**. A hot water distribution system that reduces the time needed to deliver hot water to fixtures that are distant from the water heater, boiler, or other water heating equipment. The recirculation system is comprised of hot~~

~~water supply and return piping with shutoff valves, balancing valves, and circulating pumps, and a method of controlling the circulating system.~~

. . .

SECTION 7. Section 215.0 is hereby amended to read as follows:

215.0 **– M –**

. . .

Mechanical Code. The most recent edition of Title 29 of the Los Angeles County Code.

. . .

SECTION 8. Section 301.2.2 is hereby amended to read as follows:

301.2.2 **Standards.** Standards listed or referred to in this ~~c~~Chapter or other chapters cover materials that will conform to the requirements of this ~~c~~Code, where used in accordance with the limitations imposed in this or other chapters thereof and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein shall be permitted to be used only by special permission of the Authority Having Jurisdiction after the Authority Having Jurisdiction has been satisfied as to their adequacy. A list of accepted plumbing material standards is referenced in Table 1701.1. Solar thermal energy systems and material standards are referenced in Tables S 17.1 and S 17.2 of Appendix S. IAPMO Installation Standards are referenced in Appendix I for the convenience of

the users of this ~~c~~Code. It is not considered as a part of this ~~c~~Code unless formally adopted as such by the Authority Having Jurisdiction.

SECTION 9. Section 301.3 is hereby amended to read as follows:

301.3 Alternate Materials and Methods of Construction ~~Equivalency~~ and Modifications.

301.3.1 Alternate Materials and Methods of Construction. Nothing in this ~~c~~Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this ~~c~~Code. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency prior to installation. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case by case basis. [HCD 1] (See Section 1.8.7).

. . .

301.3.1.1 Testing.

. . .

301.3.1.1.1 Tests.

. . .

301.3.1~~.2~~.1.2 Request by Authority Having Jurisdiction.

. . .

301.3.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction

shall have the authority to grant modifications on a case by case basis, upon application of the owner or the owner's authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety related requirements. The details of any action granting modifications shall be recorded and entered in the files of the Authority Having Jurisdiction. Application for approval of a modification shall be in accordance with Section 103.12.2.

SECTION 10. ~~Section 304.1 is hereby amended to read as follows:~~

~~**304.1 General.** Plumbing fixtures, drains, appurtenances, and appliances, used to receive or discharge liquid wastes or sewage, shall be connected properly to the drainage system of the building or premises, in accordance with the requirements of this cCode.~~

~~***Exception:*** *[HCD 1] Limited-density owner-built rural dwellings. Where conventional plumbing, in all or in part, is installed within the structure, it shall be installed in accordance with the provisions of this cCode. Alternative materials and methods shall be permitted provided that the design complies with the intent of the cCode, and that such alternatives shall perform to protect health and safety for the intended purpose.*~~

~~Dual waste piping shall be installed to permit the discharge from clothes washers, bathtubs, showers, and bathroom/restroom wash basins to be used for a graywater irrigation system. Partial connection of plumbing fixtures to the graywater~~

~~system, based on accepted engineering practices and required volume of water for irrigation, shall be accepted. Graywater systems shall be designed and installed in accordance with Chapter 15 and other parts of this Code.~~

~~**Exceptions:**~~

~~(1) Buildings with a graywater system, rain catchment system, or recycled water system.~~

~~(2) Sites with landscape areas not exceeding 500 square feet.~~

~~(3) Projects where graywater systems are not permitted due to geological conditions.~~

~~(4) Additions and alterations that use the existing building drain.~~

~~**SECTION 11.** Section 601.2 is hereby amended to read as follows:~~

~~. . .~~

~~**601.2.1.1** An individual water meter or submeter shall be provided for each dwelling unit in newly-constructed condominium structures and in newly-constructed mixed-use structures.~~

~~**601.2.2 Hot Water Recirculation Systems**. A hot water recirculation system shall be installed, as defined in Chapter 2, and shall not allow more than 0.6 gallons of water to be delivered to any fixture before hot water arrives. Hot water recirculation systems may include, but are not limited to, the following:~~

~~(1) Timer-initiated systems.~~

~~(2) Temperature sensor-initiated systems.~~

~~(3) Occupancy sensor-initiated systems.~~

~~(4) Smart hot water recirculation systems.~~

~~(5) Demand hot water recirculation systems.~~

~~(6) Other systems acceptable to the Authority Having Jurisdiction.~~

SECTION 12. Section 609.7 is hereby amended to read as follows:

609.7 **Abutting Lot.** Nothing contained in this ~~c~~Code shall be construed to prohibit the use of all or part of an abutting or adjacent lot or lots to:

. . .

SECTION 13. Section 721.3 is hereby added to read as follows:

721.3 **Public Sewer.** If the public sewer does not extend to a point from which each building on a lot or parcel of land large enough to permit future subdivision can be independently served, the property owner shall construct a public sewer as required by Title 20 – Utilities – of the Los Angeles County Code, Division 2 – Sanitary Sewer and Industrial Waste Ordinance, to provide adequate sewerage for each such possible parcel.

EXCEPTION: When the Authority Having Jurisdiction finds that the character of a lot is such that no further subdivision can be reasonably anticipated, or the use is such as to preclude subdivision, or where the owner has executed a covenant stating that the lot or parcel of land, together with all improvements thereon, will be maintained as a unit and that before any subdivision is made or any portion of said lot is transferred to another owner, separate sewerage facilities as hereinbefore required in this Section will be installed, the drainage system of all buildings may be connected to a common building sewer or private sewage disposal system. The covenant shall be recorded by