

*This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.*

Procedures for Addressing the Council

IN ORDER TO EXPEDITE CITY COUNCIL BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE COUNCIL FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE CITY CLERK PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE COUNCIL IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE COUNCIL.

**AGENDA**  
ITEMS ON FILE FOR CONSIDERATION  
AT THE SPECIAL MEETING OF  
THE LYNWOOD CITY COUNCIL  
TO BE HELD ON

**AUGUST 2, 2016**

COUNCIL CHAMBERS

11330 BULLIS ROAD, LYNWOOD, CA 90262  
5:00 P.M.

**EDWIN HERNANDEZ**  
MAYOR

**AIDE CASTRO**  
MAYOR PRO-TEM

**MARIA TERESA SANTILLAN-BEAS**  
COUNCILMEMBER

**CITY MANAGER**  
J. ARNOLDO BELTRÁN

**CITY CLERK**  
MARIA QUINONEZ

**SALVADOR ALATORRE**  
COUNCILMEMBER

**JOSE LUIS SOLACHE**  
COUNCILMEMBER

**CITY ATTORNEY**  
DAVID A. GARCIA

**CITY TREASURER**  
GABRIELA CAMACHO



*Duly Posted*

**OPENING CEREMONIES**

1. CALL TO ORDER
2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK
3. ROLL CALL OF COUNCIL MEMBERS

Salvador Alatorre  
Maria T. Santillan-Beas  
Jose Luis Solache  
Aide Castro  
Edwin Hernandez

4. PLEDGE OF ALLEGIANCE
5. INVOCATION

**PUBLIC ORAL COMMUNICATIONS**  
(Regarding Agenda Items Only)

**CITY COUNCIL ORAL AND WRITTEN COMMUNICATION**

EDWIN HERNANDEZ, MAYOR  
AIDE CASTRO, MAYOR PRO TEM  
SALVADOR ALATORRE, COUNCILMEMBER  
MARIA T. SANTILLAN-BEAS, COUNCILMEMBER  
JOSE LUIS SOLACHE, COUNCILMEMBER

**CLOSED SESSION**

6. CLOSED SESSION ITEMS

- A. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Haydee M. Sainz, Director of Human Resources and Risk Management

Employee Organization: LEA/AFSCME Local1920  
LEMG (Lynwood Employees Management Group)

- B. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Government Code section 54956.9(d)(1)

1. Name of Case: Los Angeles Superior Court Case No. BS 106 592, Esperanza Rogel, et al. vs Redevelopment Agency of the City of Lynwood
2. Name of Case: Sacramento Superior Court Case No. 34-2014- 80001977, Esperanza Rogel, et al. vs Redevelopment Agency of the City of Lynwood
3. Name of Case: Ledesma vs. City of Lynwood, Case No. BC566051
4. Name of Case: Soto vs. City of Lynwood, Case No. 14K15345

- C. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: CalTrans No. 058166-01-01

Agency Negotiator: J. Arnoldo Beltrán, City Manager

Negotiating Parties: CalTrans

Under Negotiation: Price and terms

- D. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

**CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

Number of Cases: Four

- E. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

**CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

F. Name of Case: Antonia Barrera vs. City of Lynwood, Case No. 2:15-CV-05470-JFW-(PJWx)

**ADJOURNMENT**

THE NEXT REGULAR MEETING WILL BE HELD ON AUGUST 2, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.

This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

Procedures for Addressing the Council

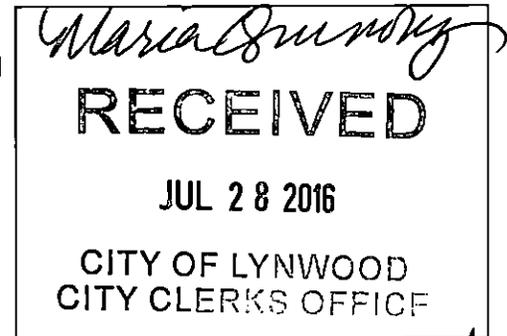
IN ORDER TO EXPEDITE CITY COUNCIL BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE COUNCIL FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE CITY CLERK PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE COUNCIL IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE COUNCIL.

**AGENDA**  
ITEMS ON FILE FOR CONSIDERATION  
AT THE REGULAR MEETING OF  
THE LYNWOOD CITY COUNCIL  
TO BE HELD ON

**AUGUST 2, 2016**

COUNCIL CHAMBERS

11330 BULLIS ROAD, LYNWOOD, CA 90262  
6:00 P.M.



*Duly Posted*

**EDWIN HERNANDEZ**  
MAYOR

**AIDE CASTRO**  
MAYOR PRO-TEM

**MARIA TERESA SANTILLAN-BEAS**  
COUNCILMEMBER

**CITY MANAGER**  
J. ARNOLDO BELTRÁN

**CITY CLERK**  
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**OPENING CEREMONIES**

1. CALL TO ORDER
2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK
3. ROLL CALL OF COUNCIL MEMBERS

Salvador Alatorre  
Maria T. Santillan-Beas  
Jose Luis Solache  
Aide Castro  
Edwin Hernandez

4. PLEDGE OF ALLEGIANCE
5. INVOCATION

6. PRESENTATIONS/PROCLAMATIONS
  - Business of the Month
  - National Night Out Proclamation
  - Sheriff Captain Carter – Update on Law Enforcement Issues
  - City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).
  
7. COUNCIL RECESS TO:
  - CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY
  - LYNWOOD PUBLIC FINANCING AUTHORITY
  - LYNWOOD UTILITY AUTHORITY

**PUBLIC ORAL COMMUNICATIONS**  
(Regarding Agenda Items Only)

**NON-AGENDA PUBLIC ORAL COMMUNICATIONS**

THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS WITHIN THE JURISDICTION OF THE COUNCIL AND NOT LISTED ON THE AGENDA. IF AN ITEM IS NOT ON THE AGENDA, THERE SHOULD BE NO SUBSTANTIAL DISCUSSION OF THE ISSUE BY THE COUNCIL, BUT COUNCIL MAY REFER THE MATTER TO STAFF OR SCHEDULE SUBSTANTIVE DISCUSSION FOR A FUTURE MEETING. (The Ralph M. Brown Act, Government Code Section 54954.2 (a).)

**CITY COUNCIL ORAL AND WRITTEN COMMUNICATION**

EDWIN HERNANDEZ, MAYOR  
AIDE CASTRO, MAYOR PRO TEM  
SALVADOR ALATORRE, COUNCILMEMBER  
MARIA T. SANTILLAN-BEAS, COUNCILMEMBER  
JOSE LUIS SOLACHE, COUNCILMEMBER

**CONSENT CALENDAR**

All matters listed under the Consent Calendar will be acted upon by one motion affirming the action recommended on the agenda. There will be no separate discussion on these items prior to voting unless members of the Council or staff request specific items to be removed from the Consent Calendar for separate action.

8. MINUTES OF PREVIOUS MEETINGS:
  - Regular Meeting – June 7, 2016
  - Special Meeting – June 20, 2016

9. APPROVAL OF THE WARRANT REGISTERS

Comments:

City of Lynwood warrant registers dated August 2, 2016 for FY 2015-2016 and FY 2016-2017. (FIN)

Recommendation:

Staff recommends that the City Council approve the warrant registers.

10. 3000 E. IMPERIAL HIGHWAY EXCAVATION PERMIT APPLICATION, IMPACTED SOIL EXCAVATION WORK PLAN

Comments:

The City has received an application for an Excavation Permit for property located at 3000 E. Imperial Highway. As part of the application request, the applicant submitted the required Impacted Soil Excavation Work Plan (ISEWP). The ISEWP provides a detailed description of the excavation activities that will be implemented during the non-site remedial excavation of impacted soils at 3000 E. Imperial Highway.

Specific activities discussed in the ISEWP involve the excavation, stockpiling, transportation and disposal of soil located in areas that have exhibited contamination by heavy metals and petroleum hydrocarbons. (DCE)

Recommendation:

Review the attached Excavation Permit Application and associated Impacted Soil Excavation Work Plan for 3000 E. Imperial Highway, and receive and file.

11. 2600 E. IMPERIAL HIGHWAY EXCAVATION PERMIT APPLICATION, IMPACTED SOIL EXCAVATION WORK PLAN

Comments:

The City has received an application for the an Excavation Permit for property located at 2600 E, Imperial Highway. As part of the application request, the applicant submitted the required Impacted Soil Excavation Work Plan (ISEWP). THE ISEWP provides a detailed description of the excavation activities that will be implemented during the on-site remedial excavation of impacted soils at 2600 E. Imperial Highway.

Specific activities discussed in the ISEWP involve the excavation, stockpiling, transportation and disposal of soil located in areas that have exhibited contamination by heavy metals and petroleum hydrocarbons. (DCE)

Recommendation:

Review the attached Excavation Permit Application and associated Impacted Soil Excavation Work Plan for 2600 E. Imperial Highway, and receive and file.

12. AMENDMENT TO THE AGREEMENT TO JOINTLY DELIVER THE 2015 GATEWAY CITIES ENERGY LEADER PARTNERSHIP PROGRAM AND AGREEMENT TO DELIVER THE 2013-2016 GATEWAY CITIES ENERGY EFFICIENCY PARTNERSHIP PROGRAM

Comments:

Southern California Edison (SCE) and the Southern California Gas Company (SCG) are joining together with cities and counties to help achieve a joint vision of sustainability.

Through the Gateway Energy Leader Partnerships Program (GCELP), SCE and the SCG provide support to local governments to identify and address energy efficiency opportunities in municipal facilities, take actions supporting the California Long-Term Energy Efficiency Strategic Plan, and increase community awareness of demand side management opportunities. SCE and SCG each has provided the City with an agreement

to execute to continue on with the Energy Efficiency Programs and continue to participate in the Gateway Cities Energy Leader Partnership (GCELP). (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolutions entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE FIRST AMENDMENT TO THE AGREEMENT TO JOINTLY DELIVER THE 2015 GATEWAY CITIES ENERGY LEADER PARTNERSHIP PROGRAM BY AND BETWEEN THE SOUTHERN CALIFORNIA EDISON COMPANY AND THE CITY OF LYNWOOD."

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE AGREEMENT TO DELIVER THE 2013-2016 GATEWAY CITIES ENERGY EFFICIENCY PARTNERSHIP PROGRAM BETWEEN CITY OF LYNWOOD AND SOUTHERN CALIFORNIA GAS COMPANY."

13. ACCEPTANCE OF WATER WELL NO. 5 REHABILITATION PROJECT, (CIP PROJECT NO. 4011.68.900)

Comments:

On March 3, 2015, the City Council adopted the plans, contract documents and working details for the Water Well No. 5 Rehabilitation Project (Project) and authorized staff to solicit bids. The rehabilitation project was completed. On June 3, 2016, the Water Board gave a clearance to staff to place Well No. 5 back into production. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE WATER WELL NO. 5 REHABILITATION PROJECT (CIP PROJECT NO. 4011.68.900) AS COMPLETE."

14. PROPOSITION 84 STORMWATER GRANT PROJECT FOR INSTALLATION OF LOW IMPACT DEVELOPMENT BEST MANAGEMENT PRACTICES

Comments:

On October 15, 2014, the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority (GWMA) was awarded a Proposition 84 Stormwater Grant on behalf of eleven (11) cities (Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier). In early March 2016, GWMA released a request for bids for the 8 members (Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs and Vernon). The lowest bid amount received by GWMA was \$844,350. GWMA is billing the participants for the additional costs. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN APPROPRIATION OF \$39,374 FROM UNAPPROPRIATED WATER FUND FOR THE INSTALLATION OF THREE (3) TREE BOX FILTERS AND TEN (10) BIORETENTION TREE WELLS."

15. APPROVAL OF AN AGREEMENT WITH WATERWORKS TECHNOLOGY

Comments:

On July 19, 2016, the City Council adopted an Urgency Ordinance amending Section 6-3.10 of the Lynwood Municipal Code on the purchasing authority limits. Under the urgency ordinance, the City Manager is precluded from approving legal or consulting contracts. To conform to the urgency ordinance adopted by the City Council, staff is recommending that the City Council approve a Consulting Services Agreement with Waterworks Technology to provide a certified cross connection specialist, and a D5 certified personnel on standby and supervision support during the Utility Services Manager's absence. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT WITH WATER WORKS TECHNOLOGY TO PROVIDE CERTIFIED CROSS CONNECTION SPECIALIST AND D5 CERTIFIED STANDBY AND SUPERVISORY STAFFING SERVICES IN THE INTERIM."

16. FUND APPROPRIATION FOR THE LOS FLORES IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017

Comments:

In 2008, the Housing Urban Development (HUD) awarded the City a grant in the amount of \$147,000 to build public parks throughout the City. Four new pocket parks were constructed since and approximately \$44,000 remained in the HUD grant. The City had proposed to build a new public park fronting the Bateman Hall building. The design concept of the park was approved by City Council on July 7, 2015

On August 4, 2015, the City Council awarded the Civic Center Public Park, through Piggybacking off Lynwood Linear Park Construction Contract, to C S Legacy. The project was funded by the Housing Urban Development (HUD) and by the Los Angeles County Parks Maintenance Grant.

The construction of the park started on August 17, 2015 and was completed on Friday October 16, 2015. (PW)

Recommendation:

Staff recommends that the City Council adopt the following resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$15,373.06 FROM THE CIVIC CENTER PUBLIC PARK PROJECT, PROJECT NO. 4011.67.030 TO THE LOS FLORES BOULEVARD IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017".

17. TREASURER'S QUARTERLY INVESTMENT REPORT

Comments:

The purpose of this item is to have the Honorable Mayor and the Lynwood City Council review the Treasurer's Quarterly Investment Report as required by State Statutes. (CT)

Recommendation:

It is recommended that City of Lynwood receive and file the attached Quarterly Investment Report for the 4<sup>th</sup> quarter ending June 30, 2016.

18. CLAIM FOR DAMAGES BY ALLSTATE INSURANCE A/S/O DOUGLAS LIMA

Comments:

On February 22, 2016, Allstate Insurance filed a claim on behalf of their insured for damages alleging property damage due to a tree branch that fell onto the insured vehicle (2013 Toyota Scion TC) on February 1, 2016. The location of the loss is 10760 San Miguel Avenue in Lynwood. (HR)

Recommendation:

Staff recommends that the City Council pay the claim of Allstate Insurance a/s/o Douglas Lima v. City of Lynwood in the amount of \$15,266.90.

19. CLAIM FOR DAMAGES BY LATRICE BARKUS

Comments:

On April 25, 2016, Ms. Barkus filed a claim for damages alleging property damage due to a tree branch that fell on her vehicle on March 22, 2016. The vehicle was parked in front of the address of 12601 Oak Avenue in Lynwood, CA. (HR)

Recommendation:

Staff recommends that the City Council pay the claim of Ms. Latrice Barkus v. City of Lynwood in the amount of \$3,271.19.

20. CLAIM FOR DAMAGES BY NANCY R. CARO LANDEROS

Comments:

On May 24, 2016, Ms. Caro Landeros filed a claim for damages alleging property damages due to a tree branch that fell on her vehicle (2006 Nissan Xterra) on May 23, 2016. The vehicle was parked in front of 11115 Elm Street in Lynwood, CA. The vehicle sustained damage in the amount of \$1,882.97. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Nancy R. Caro Landeros and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

21. CONSTRUCTION CONTRACT AWARD - LONG BEACH BOULEVARD IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, FEDERAL PROJECT NO. HPLUL 5250 (023)

Comments:

The Long Beach Boulevard Improvement Project, from Imperial Highway to Tweedy, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Federal funds (Caltrans) and Metropolitan Transportation Authority (MTA).

This project entails rehabilitation of street pavement, replacement of damaged curbs and gutters, driveway approaches, sidewalks, wheelchair ramps, pavement striping and signage, new bus pads and the removal of all median islands and the replacement of new median islands with native California plants, shrubs and trees and new irrigation system.

The improvements on Long Beach Boulevard also include the construction of four Bio Filtration systems. This filtration system will be installed in advance of the storm drain system where it allows the storm water to enter a landscaped filtration system and infiltrate. Any storm water overflow will then be diverted to the existing catch basin. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDED A CONTRACT TO NOBEST INCORPORATED AS THE LOWEST RESPONSIBLE BIDDER IN THE AMOUNT OF \$3,589,848.67 FOR THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT; PROJECT NUMBER 4011.67.993, FEDERAL PROJECT NO. HPLUL 5250 (023), AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$1,800,000 FROM THE UNAPPROPRIATED PROP. C FUND TO THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

22. APPROVAL OF AN AGREEMENT WITH APPLIED TECHNOLOGY TO UPDATE THE RADIO PATH STUDY FOR THE SCADA PROJECT

Comments:

On July 19, 2016, the City Council adopted an Urgency Ordinance amending Section 6-3.10 of the Lynwood Municipal Code on the purchasing authority limits. Under the urgency ordinance, the City Manager is precluded from approving legal or consulting contracts. To conform to the urgency ordinance adopted by the City Council, staff is recommending that the City Council approve a Consulting Services Agreement with Applied Technology to update the Radio Path Study for the SCADA project. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT WITH APPLIED TECHNOLOGY TO UPDATE THE RADIO PATH STUDY AS IT RELATES TO THE SCADA PROJECT."

23. SECOND READING OF ORDINANCE; ADOPT BY TITLE AND WAIVE READING, ORDINANCE NO. 1686, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTION 6-3.10 OF THE LYNWOOD MUNICIPAL CODE ON PURCHASING AUTHORITY LIMITS AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BE CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

Comments:

The City Council introduced Ordinance No. 1686 at a first reading on July 19, 2016. (CA)

Recommendation:

Staff recommends that the City Council waive reading and adopt Ordinance No. 1686; entitled; "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTIONS 6-3.10 ON PURCHASING AUTHORITY LIMITS,

AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BE CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL.”

### **NEW/OLD BUSINESS**

24. APPROVAL OF BOND COUNSEL AND BOND UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE

Comments:

Requests for Qualifications were sent to ten (10) bond counsel firms and thirteen (13) bond underwriter firms. After careful consideration of the responses received, three (3) bond counsel firms and four (4) bond underwriter firms selected for in-person interviews. All firms interviewed demonstrated good knowledge of the City and Lynwood Utility Authority, and showed that they would each be capable of assisting the City and Authority with the proposed bond refinancing as well as any subsequent bond financing where their services might be needed. Upon deliberation, the interview panel concluded that Nossaman LLP and Ramirez & Co. stood out from the group and should be selected as bond counsel and bond underwriter, respectively. (FIN)

Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority adopt the attached resolutions entitled:

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL
- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

### **ADJOURNMENT**

THE NEXT REGULAR MEETING WILL BE HELD ON AUGUST 16, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: Maria Quinonez, City Clerk   
Daryl Betancur, Executive Assistant to the City Clerk

SUBJECT: Lynwood City Council Minutes

## Recommendation:

Staff recommends the Lynwood City Council approve the following minutes:

- Regular Meeting – June 7, 2016
- Special Meeting – June 20, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated With: N/A



**LYNWOOD CITY COUNCIL  
REGULAR MEETING  
JUNE 7, 2016**

**Item #1. CALL TO ORDER**

The City Council of the City of Lynwood met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 6:04 p.m.

Mayor Hernandez presiding.

**Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK**

City Clerk Quiñonez announced the agenda had been duly posted in accordance with the Brown Act.

**Item #3. ROLL CALL OF COUNCIL MEMBERS**

**PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ**

**STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.**

Mayor Hernandez acknowledged the presence of City Treasurer Gabriela Camacho.

**Item #4. PLEDGE OF ALLEGIANCE**

The posting of the Colors and the Pledge of Allegiance were carried out by the team of Explorers.

**Item #5. INVOCATION**

The invocation was offered by Rev. Robert Robinson, Jr.

**Item #6. PRESENTATIONS/PROCLAMATIONS**

- Business of the Month

A plaque was presented to Sanchez Awards and its owner, Mr. Javier Sanchez who thanked the City Council for the honor.

- Sheriff Captain Carter – Update on Law Enforcement Issues

Lieutenant Chavez provided an update on the recent visit to Plaza Mexico by U.S. former Secretary Clinton and stated that it was a

well coordinated effort with the Secret Service; spoke about the School Career Day in Lynwood where Sheriff's Officers spoke to groups of students about what it's like working in a law enforcement career; spoke about cyber bullying and the training the Sheriff's conduct on the subject.

- City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).

None

**Item #7. CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY**

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to recess to the City of Lynwood as the Successor Agency to the Lynwood Redevelopment Agency at 6:17 p.m. Motion carried by a 5-0 vote.

The City Council recessed to the Successor Agency meeting at 6:17 p.m.

The City Council reconvened to the regular meeting at 6:18 p.m.

**PUBLIC ORAL COMMUNICATIONS**  
(Regarding Agenda Items Only)

Aaron Pearl spoke relative to the matter of the fiscal emergency, item No. 22, stating that AFSCME Local 1920 stood ready to work with the City to deal with the fiscal emergency.

Harry Gibbens addressed the City Council regarding items Nos. 17 and 20; he stated that with respect to the ADA Act, he was in full support and that we still need more improvements; relative to item No. 20, he commented that he was in support also of the traffic speed survey.

Irene Garcia spoke against the one percent sales tax initiative; spoke relative to an audit that she had been requesting for a long time; spoke against the MuniTemps contract amendment.

Paulette Bradley spoke regarding the one percent sales tax initiative; commended the Public Works staff for cleaning up the alley that was immediately filled back with trash shortly after the clean-up; suggested to give notices to the residents in the area advising them of penalties for trash dumping.

**NON-AGENDA PUBLIC ORAL COMMUNICATIONS**

Irene Garcia spoke about rules of decorum and read a statement into the record regarding public comments in the City of Los Angeles.

Johanna Kelly addressed the City Council about trash in the alleys and that more enforcement was needed.

Pearline Calderon thanked the Mayor for the terrific event related to the Veteran's service; addressed a letter that appeared on Facebook and commented that the inner workings of the City Council should be handled internally and should had not been published in social media.

Maria Viera spoke against the one percent sales tax initiative and the audit she had been requesting before; she asked that this be done before the one percent sales tax was put on the agenda; spoke about the high salaries of some employees.

Joaquin Mesinas spoke against the one percent sales tax initiative; spoke about the revenue of business license and shared sacrifice.

Rebecca Castro spoke in opposition to the project proposed for the area of Plaza Mexico and its potential impacts.

Maria Alvarado spoke in opposition to the project proposed for the area of Plaza Mexico; spoke against the one percent sales tax initiative.

Francisco Chavez spoke against the Development proposed for the area of Plaza Mexico due to traffic, school impacts and other quality of life issues.

Paulette Bradley spoke on the subject of development and how people in this community had to go outside of the area to go shopping; recollected on past development proposals such as the performance arts center and shops and parking, which represented another missed opportunity; spoke in support of the one percent sales tax proposal.

**CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS**

Council Member Alatorre commented on election day; spoke about the issue of revenue and the one percent sales tax initiative; spoke about setting conditions and plans if and when the one percent sales tax were approved; that the City Council makes the final decision to put it on the ballot; that if it passed, it was incumbent upon the City to reassure the community how the money would be spend and managed.

Council Member Solache spoke about the current situation with the budget; commented on not having heard from anyone even though he had extended an invitation to anyone who wanted to discuss the budget; agreed that measures needed to be considered if the

one percent sales initiative passed; commented that he was against balancing the budget on the back of City employees; stated he was in favor of cutting his travel budget.

Council Member Santillan-Beas thanked the residents for attending the meeting; further commented on the sales tax increase and how other cities in the area did have a one percent sales tax increase.

Mayor Pro Tem Castro stated that she too faced the same concerns that residents had as she was also a member of this community; spoke about being not appreciative of the lack of respect with people not doing their homework and who come to the meeting with a lack of understanding of the issues; provided a brief summary of how the Disposition and Development Agreement process was supposed to unfold and the steps in such a process.

Mayor Hernandez commented on the trash in the alleyways, suggested perhaps block watch could help with this; spoke of an oversight committee for the alleys; sponsored signs for illegal dumping; made comments on the issue of the stipend the Council received; proposed the concept of town-hall meetings but that no one had approached him; spoke about the one percent sales tax initiative; and commented that anyone of the Council Members could place items on the agenda.

**Item #22.** RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA DECLARING A STATE OF FISCAL EMERGENCY AND PLACING A PENNY BALLOT INITIATIVE BEFORE THE VOTERS OF THE CITY OF LYNWOOD

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to move item No. 22 ahead on the agenda.

Mayor Pro Tem Castro made brief comments relative to the one percent sales tax ballot initiative and provided a brief summary on how this matter had been entertained before when the City was going through similar circumstances; spoke about the reserves; exhausting all possibilities; cuts in services; and impact of not having the one percent sales tax ballot initiative; suggested that if passed, she would recommend that 25% of the proceeds be set aside for reserves; 25% for public safety and the remaining 50% for infrastructure improvements.

Mayor Hernandez commented that he was open to communication and willing to sit down to go over the budget with whomever wished and asked the community to do their homework prior to offering comments that may be inaccurate.

**MOTION:** It was moved by Mayor Hernandez to table the item and bring the item back at the next meeting, seconded by Mayor Pro Tem Castro. Motion carried by the following roll call vote:

There was a brief discussion relative to conditions that could potentially be imposed for any proposed tax initiative; voting requirements and that the Council was trying to work collectively on this issue.

Council Member Solache asked that staff look into the sales tax increase measures in the cities of Long Beach and Compton and what other cities did in order to protect the residents; spoke about what oversight committee was created in the cities of South Gate and Pico Rivera and present this as a formal report.

#### ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,  
CASTRO AND MAYOR HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

Item tabled to the next meeting by Minute Order No. 2016-79 (item taken out of order)

#### PUBLIC HEARING

**Item #8.** EXXONMOBIL OIL CORPORATION ORDINANCE NO. 1600

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to open the public hearing. Motion carried by unanimous consent.

Irene Garcia signed up to speak but was not present.

**MOTION:** it was moved by Council Member Santillan-Beas, seconded by Council Member Solache to close the public hearing. Motion carried by unanimous consent.

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to approve staff's recommendation.

Council Member Alatorre inquired about the findings requested from the last meeting.

Planning Manager Poland explained the findings stating that the fee goes up each year according to the Consumer Price Index and that the fee was presently \$16,000 per year.

City Attorney Garcia stated that an amendment may be proposed to state that the transfer be approved subject to additional terms and conditions being approved by the recipient.

Mayor Pro Tem Castro amended her original motion to add said verbiage as stated by City Attorney Garcia; said amendment was also accepted by Council Member Santillan-Beas.

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, CASTRO AND  
MAYOR HERNANDEZ  
NOES: SOLACHE  
ABSTAIN: NONE  
ABSENT: NONE

**RESOLUTION NO. 2016.109 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA  
GRANTING/APPROVING LEASE EXTENSION WITH EXXON

**Item #9.** MUNICIPAL CODE AMENDMENT AMENDING CHAPTER 13-7 OF THE CITY  
OF LYNWOOD MUNICIPAL CODE (VENDING, PEDDLING, SELLING  
AND/OR SOLICITING ON PUBLIC STREETS, SIDEWALKS, PARK, PARK-  
WAYS, MEDIANS, LANDS OR PROPERTIES UNDER THE CONTROL OF  
THE CITY)

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member  
Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

There were no public comments.

**MOTION:** It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem  
Castro to close the public hearing. Motion carried by unanimous consent.

City Manager Beltrán clarified that this item had to do with the issue of ice cream trucks;  
that currently anyone who wished to sell ice cream after 5:00 p.m. would require an  
additional permit from the City; that this item changes those hours to 9:00 p.m. during the  
summer months without the need for a second permit. Further, Mr. Beltrán stated that the  
City was calling for only one license for each of the vendors.

Jorge Oseguera resident of Los Angeles addressed the City Council stating that one was  
in his son's name and the other registered on his name.

City Manager Beltrán further clarified that what was being proposed was one license per  
vendor, which was the case with Mr. Oseguera and as such he was not impacted.

There was an extensive discussion relative to operating hours, licensing of said vehicles,  
the number of licenses that could be issued, regulations, and stickers that should be  
displayed on the windshield that identifies them as licensed by the City.

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,  
CASTRO AND MAYOR HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

**Item #10.** MUNICIPAL CODE AMENDMENT TO AMEND CHAPTER 3, SECTION 13.3 OF THE CITY OF LYNWOOD MUNICIPAL CODE (PUBLIC NUISANCES) BY DELETING SECTION 3-13.4D AND ADDING SECTION 3-13.13 (EMERGENCY ACTION TO ABATE AN IMMINENT HAZARD)

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

There were no public comments.

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to close the public hearing. Motion carried by unanimous consent.

There was a brief discussion on the subject with staff addressing Council's questions.

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to approve staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,  
CASTRO AND MAYOR HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

**Item #11.** MUNICIPAL CODE AMENDMENT TO AMEND CHAPTER 4, ARTICLE 2 OF THE CITY OF LYNWOOD MUNICIPAL CODE (SPECIAL PERMITS FOR REGULATORY PURPOSES)

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

There were no public comments.

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to close the public hearing. Motion carried by unanimous consent.

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to approve staff's recommendation. Motion carried by the following roll call vote:

**ROLL CALL**

**AYES:** COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

**NOES:** NONE

**ABSTAIN:** NONE

**ABSENT:** NONE

**CONSENT CALENDAR**

**Item #11A. INTENT TO LEVY PBID ANNUAL ASSESSMENT**

City Attorney stated that item could be added to the Consent Calendar since the action requested was only to set the date for the public hearing.

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to add subsequent need item to the agenda to set the date for the public hearing and bring back at the next meeting. Motion carried by the following roll call vote:

**ROLL CALL**

**AYES:** COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

**NOES:** NONE

**ABSTAIN:** NONE

**ABSENT:** NONE

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to approve the consent calendar with the exception of items 15, 19 and 20, which were pulled for a separate discussion. Motion carried by the following roll call vote:

Mayor Pro Tem Castro requested that item No. 15 be pulled.

Mayor Hernandez requested that item No. 19 be pulled.

Council Member Santillan-Beas requested that item No. 20 be pulled.

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,  
CASTRO AND MAYOR HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

**Item #12. MINUTES FROM PREVIOUS MEETINGS:**

Regular Meeting – February 23, 2016  
Regular Meeting – April 19, 2016  
Regular Meeting – May 3, 2016  
Regular Meeting – May 17, 2016

Approved by Minute Order No. 2016-77

**Item #13. APPROVAL OF THE WARRANT REGISTER**

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,  
CASTRO AND MAYOR HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

**RESOLUTION NO. 2016.111 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA  
ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREFORE

**Item #14. CAL-CARD PURCHASE SUMMARY – JANUARY 2016 THROUGH  
MARCH 2016**

Received and filed by Minute Order No. 2016-78

**Item #15. AMERICAN TOWER LEASE AMENDMENT – 5107 JOSEPHINE STREET  
(PULLED)**

City Manager Beltrán made brief comments relative to the item and asked Mayor Pro Tem Castro to articulate her concerns. Mayor Pro Tem Castro stated that she had pulled the item since she was voting no on it.

**MOTION:** It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to accept staff's recommendation and approve option 3, which was to

extend the current Agreement by 20 to 30 years, continuing the 3% annual rental rent escalation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS AND MAYOR HERNANDEZ  
NOES: SOLACHE  
ABSTAIN: MAYOR PRO TEM CASTRO  
ABSENT: NONE

**RESOLUTION NO. 2016.112 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AUTHORIZING THE MAYOR TO EXTEND THE LAND LEASE AGREEMENT THROUGH AUGUST 31, 2054 WITH AMERICAN TOWER TO MANAGE THE VERIZON WIRELESS FACILITY AT 5107 JOSEPHINE STREET IN THE CITY OF LYNWOOD

**Item #16.** APPROVE THE TRANSIT ADVERTISING PURCHASING AGREEMENT BETWEEN THE CITY OF LYNWOOD AND L.A. CARE

**RESOLUTION NO. 2016.113 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA ACCEPTING THE TRANSIT ADVERTISING PURCHASING AGREEMENT BETWEEN L.A. CARE AND THE CITY OF LYNWOOD

**Item #17.** REQUEST FOR PROPOSALS FOR AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

**RESOLUTION NO. 2016.114 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS (RFP) FROM QUALIFIED PROFESSIONAL CALIFORNIA ACCESS SPECIALIST (CASP) CERTIFIED FIRMS TO UPDATE AND RESTATE THE CITY'S ADA SELF-EVALUATION AND TRANSITION PLAN

**Item #18.** APPROVAL OF CONTRACT CHANGE ORDER FOR THE FERNWOOD AVENUE AND BULLIS ROAD TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. 4011.67.988

**RESOLUTION NO. 2016.115 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING CONTRACT CHANGE ORDER NO. 1, IN THE AMOUNT OF \$54,794 BETWEEN THE CITY OF LYNWOOD AND ELECNOR BELCO ELECTRIC, INC. FOR THE FERWOOD AVENUE AND BULLIS ROAD TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. 4011.67988, AUTHORIZING THE MAYOR TO SIGN THE CON-

TRACT CHANGE ORDER AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$60,000 FROM THE UNAPPROPRIATED PROP C FUND TO FERWOOD AVENUE AND BULLIS ROAD TRAFFIC SIGNAL IMPROVEMENT PROJECT

**Item #19.** CONSTRUCTION CONTRACT AWARD- REDWOOD AVENUE AND WALNUT AVENUE, STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017 (PULLED)

Mayor Hernandez recused from the discussion and accordingly left the dais at 9:00 p.m.

**MOTION:** It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre, to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND CASTRO AND HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

**RESOLUTION NO. 2016.116 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AWARDING A CONTRACT TO COPP CONTRACTING, INC. FOR THE REDWOOD AVENUE FROM STATE STREET TO PEACH STREET AND WALNUT AVENUE FROM BIRCH STREET TO BULLIS ROAD, STREET IMPROVEMENT PROJECT; PROJECT NUMBER 4011.68.017; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$239,000 FROM THE UNAPPROPRIATED CDBG FUND

**Item #20.** CONTRACT AWARD AND FUND APPROPRIATION FOR ENGINEERING AND TRAFFIC STUDY/SPEED SURVEY (PULLED)

Mayor Pro Tem Castro inquired of Public Works Director Godinez why the difference in pricing and whether or not staff had done their due diligence in asking the company why they were so off in terms of the pricing compared to the other bidders; stated that she was concerned with any potential change orders.

Raul Godinez, Public Works Director/City Engineer commented that they were a large company and had the resources to complete the job.

**MOTION:** It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to award the speed survey contract to Infrastructure Engineers, which was the

next lowest bidder, subject to a not-to-exceed amount of \$17,000 and no change orders. Motion carried by the following roll call vote:

**ROLL CALL**

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, CASTRO AND  
MAYOR HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

Mayor Hernandez was out of the room during the roll call and returned to the dais following the vote at 9:03 p.m.

**RESOLUTION NO. 2016.117 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AWARDDING A CONTRACT TO WILLDAN IN THE AMOUNT OF \$10,808 FOR THE ENGINEERING AND TRAFFIC STUDY/SPEED SURVEY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPROPRIATING \$20,000 FROM THE UNAPPROPRIATED PROC C FUND FOR THE ENGINEERING AND TRAFFIC STUDY/SPEED SURVEY PROJECT

**Item #21.** APPROVAL OF APPROPRIATION FOR THE PURCHASE OF TECHNOLOGICAL COMPONENTS AND FURNISHINGS AT YVONEE BURKE-JOHN D. HAM PARK COMMUNITY CENTER

**RESOLUTION NO. 2016.118 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING THE APPROPRIATION OF \$112,017 FOR THE TECHNOLOGICAL COMPONENTS AND FURNISHINGS AT THE YVONEE BURKE-JOHN D. HAM PARK COMMUNITY CENTER AND APPROVING STAFF TO PURCHASE THE ITEMS BY WAY OF AN INFORMAL BID PROCESS THROUGH A 4/5 VOTE OF THE CITY COUNCIL

**NEW/OLD BUSINESS**

**Item #23.** MUNI-TEMPS CONTRACT AMENDMENT

Council Member Solache inquired about the difference in the increase with staff stating that with respect to the original contract; it stated that the recruitment was to be completed no later than April 30, the person was hired, the actual contract went up by that amount; that Development Services brought this to the attention of staff and this was the amount that is needed to satisfy the MuniTemps contract.

City Manager Beltrán further clarified that due to the delay in the commencement date, there was a savings in terms of the benefits and payroll that would have otherwise been provided to that individual.

**MOTION:** It was moved by Council Member Santillan-Beas, seconded by Mayor Hernandez to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS SANTILLAN-BEAS, SOLACHE, CASTRO AND  
MAYOR HERNANDEZ  
NOES: ALATORRE  
ABSTAIN: NONE  
ABSENT: NONE

**RESOLUTION NO. 2016.119 ENTITLED:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA  
AUTHORIZING AMENDMENT OF THE CONTRACT WITH MUNI-TEMPS FOR TEM-  
PORARY STAFFING SERVICES FOR A NOT-TO-EXCEED AMOUNT OF \$82,460

**Item #24.** 3320 SANBORN AVENUE, ASSESSOR'S PARCEL NO. 6173-003-901

**MOTION:** It was moved by Mayor Hernandez, seconded by Council Member Solache to bring back the item with recommendations/options. Motion carried by unanimous consent.

Direction provided to staff by Minute Order No. 2016.80

**CLOSED SESSION**

**Item #25.** CLOSED SESISON ITEMS

**City Attorney Garcia provided the closed session report and led the City Council into closed session.**

**MOTION:** It was moved by Council Member Solache, seconded by Council Member Santillan-Beas to recess to closed session at 9:12 p.m. Motion carried by a 5-0 vote.

The City Council reconvened at 10:03 p.m.

- A. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representatives: Haydee M. Sainz, Director of  
Human Resources and Risk  
Management

Employee Organization: LEA/AFSCME Local 1920  
LEMG (Lynwood Employees Management Group)

**There was no reportable action**

- B. With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
Significant Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

Number of Cases: One

**There was no reportable action**

**ADJOURNMENT**

Having no further discussion, it was moved by Mayor Pro Tem Castro to adjourn the meeting, seconded by Council Member Solache and carried to adjourn the regular Lynwood City Council meeting at 10:05 p.m.

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Edwin Hernandez, Mayor

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Maria Quiñonez, City Clerk

**LYNWOOD CITY COUNCIL  
SPECIAL MEETING  
JUNE 20, 2016**

**Item #1. CALL TO ORDER**

The City Council of the City of Lynwood met in a special meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 5:06 p.m.

Mayor Hernandez presiding.

**Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK**

City Clerk Quiñonez announced that the agenda had been duly posted in accordance with the Brown Act.

**Item #3. ROLL CALL OF COUNCIL MEMBERS**

PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND HERNANDEZ

STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Mayor Hernandez acknowledged the presence of City Treasurer Gabriela Camacho.

**Item #4. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was offered by Council Member Solache.

**Item #5. City Clerk Quiñonez led the Council in the invocation.**

City Clerk Quinonez announced that Council Member Alatorre and Mayor Pro Tem Castro at arrived at 5:15 p.m.

**PUBLIC ORAL COMMUNICATIONS**  
(Regarding Agenda Items Only)

NONE

**CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS**

NONE

City Manager Beltrán made introductory comments stating that the budget had some inescapable facts, including: increases in public safety, post employment benefit legal obligations, and increases in the PERS contributions; that all of these taken collectively nearly take up about 80% of the general fund.

He further stated that the budget had looked at every department and it incorporated the recommendations given by the City Council at the last meeting when we had the budget discussion; that the Council had asked that if lay-offs were to be recommended that such discussions took in consideration the following: 1) that the cuts be spread throughout the organization; and 2) that staff needed to ensure that the orange shirts were not touched to the greatest degree possible.

City Manager Beltrán commented that this budget had to address the fact that the City may no longer continue to offer lifetime medical benefits due to the increase costs unless the City Council found a way to fund these obligations.

### **NEW/OLD BUSINESS**

#### **Item #6. FY 2016-17 BUDGET WORKSHOP**

Finance Director Hall began her presentation by addressing each department individually.

#### **City Council**

Director Hall stated that there were no changes.

#### **City Treasurer**

Director Hall also stated that staff was not proposing any changes to the Treasurer's budget.

#### **City Clerk**

Director Hall spoke briefly about the current organizational chart as well as the proposed organizational chart and highlighted the changes, which included two reclassifications/position upgrades, she stated that staff was proposing to upgrade the Executive Assistant to the City Clerk to the Chief Deputy City Clerk License, Records and Risk Officer who would be responsible for records management and risk management functions at 30% of their time to assist the Human Resources Director with such duties.

Director Hall stated that staff was also proposing to upgrade the Deputy City Clerk position, which would also take on some additional responsibilities.

There was clarification made in regards to the unfreezing of the position of the Deputy City Clerk, which was currently vacant.

### **City Manager**

The City Manager's Office current organizational chart was discussed as well as the proposed organizational chart with Director Hall stating that staff was proposing the addition of an Assistant City Manager position to oversee all of the Departments except Human Resources and Finance and would oversee all public safety contracts; there was also a brief discussion of certain transfers such as the Administrative Assistant position from Public Information to the City Manager's Office and the Media Specialist from the Technology and Media Support Services Department to the City Manager's Office.

### **Development Compliance and Enforcement Services**

Ms. Hall stated that this was a continued effort that began last year to combine all of the Public Safety, planning and Building Safety Divisions in addition to the CDBG and HUD HOME functions. Further, Director Hall stated that there were some proposed eliminations such as the permit technician, two Redevelopment Associates, three vacant part-time Parking Control Officers and one vacant Code Enforcement Officer Position; the addition of two part time code Enforcement Officers and the proposed transfer of the Accounting Technician to the Finance and Administration Department.

City Manager Beltrán clarified that with regards to the two part time Code Enforcement Officer positions proposed, the funds freed from the recent resignation of one Code Enforcement Officer would be redirected to fund the two proposed part time Code Enforcement Officers to cover the evening shift that the City Council had been requesting.

### **Finance and Administration**

Director Hall presented the departmental budget and explained the current and proposed organizational structure for the department including the elimination of a part-time Accounting Assistant position, which was vacant and an Account Clerk position and the Billing and Collections Supervisor position; as a promotional opportunity staff was proposing the addition of a Lead Accounting Clerk position, also staff was proposing the reclassification of an Accounting/Auditing Supervisor to Finance Supervisor who would also handle Water operations; and lastly, proposing a transfer of the Accounting Technician from the Parking Enforcement Division to the Finance and Administration Department.

### **Human Resources and Risk Management**

Director Hall stated that staff was not proposing changes to the organizational structure but rather staff was proposing the upgrade of one of the part-time Customer Service intern to a part-time PERS intern as the individual was quite familiar with Human Resource operations; that staff was not proposing to fill the full-time vacant Risk Analyst position but staff was proposing to take 30% of the Chief Deputy Clerk License, Records and Risk Officer position to handle duties associated with self-insurance and fund budget for the risk management duties.

### **Public Relations**

Finance Director Hall stated that basically this department would go away; that staff was going to propose the reclassification of the Director of Public Relations to the Public Works Operations Manager, which was one of the proposed additions to the Public Works organizational chart; stated that staff was also proposing the transfer of the Administrative Assistant position to the City Manager's Office.

### **Public Safety**

Finance Director Hall stated that the management of the Public Safety contract would be shifted from the Director of Public Works to the Assistant City Manager.

### **Recreation and Community Services**

Finance Director Hall spoke about the proposed changes including the elimination of an Office Assistant position I, which was vacant, an Office Assistant II, also vacant, the Recreation Coordinator position, two of which were vacant and one was filled; the vacant part-time senior life-guard position; the addition of two part-time laborer positions, two recreation leader positions due to the need at the new Ham Park Community Center, as well as the addition of a part-time Recreation Specialist.

Director Hall also commented that the last change was the reclassification of the Facility and Program Supervisor to Recreation Superintendent II.

### **Public Works**

Finance Director Hall spoke relative to the staff eliminations and additions to the department including the elimination of a Park Superintendent position, which was vacant, a vacant, Water Quality Specialist, a vacant Custodian and a Building Maintenance Worker also vacant, three Public Works Associates, three that were filled and one which was vacant. In relation to the staffing additions, Ms. Hall stated that staff was proposing the addition of a Public Works Operations Manager, Lead Custodian, one part-time Custodian position one Assistant Utility Services Manager position and one Lead Building Maintenance Work position.

## **Technology and Media Support Services**

Finance Director Hall stated that staff was proposing the elimination of one Information Systems Technician and the transfer of a Media Specialist to the City Manager's Office.

Following Finance Director Hall's presentation, there was an extensive discussion with members of the City Council asking questions and seeking clarification related to savings per department, to which Finance Director Hall outlined Department by Department; and the spirit in which the cuts were made. Council Member Solache stated that he was proposing to cut his travel budget by 50% as of July 1, and give up his \$500.00 stipend entirely for the next FY 2016-17. Mayor Hernandez commented that all Department Heads need to be involved in the budget deliberation process; that we all need to work as a team.

City Clerk Quiñonez announced that for the record Mayor Pro Tem Castro and Council Member Alatorre had arrived to the meeting at 5:15 p.m.

Mayor Hernandez and Council Member Solache suggested that for purposes of the discussion, the Council could entertain going over the budget department by department.

## **City Council and City Treasurer**

There were no changes from what was previously proposed.

## **City Clerk**

City Clerk Quiñonez commented that the City Clerk's Office was not a revenue generating department; that attempts had been made in the past, for example to bring in more revenue by looking into a passport issuance service, but that after a cost-benefit analysis, it was determined that the City would receive very minimum revenue; commented on public records requests processing and how these take time for which the Clerks' Office can't create revenue for the time spent processing them; stated that she was not in agreement with providing multiple titles to one individual, which would result in spreading a person too thin with respect to duties and responsibilities.

City Clerk Quiñonez further commented on the need for a Records Specialist, which was one of the pressing needs in the department; spoke about not being in favor of having business license processing in the City Clerk's Office and such took time away from staff other duties; in terms of risk management, she stated that the City Clerk's Office was not in the business of assessing risks; and that filling the Deputy City Clerk's position would bring more value-added to the department.

There were several questions and comments from the City Council with respect to whether or not the City Clerk had been invited to participate in any budget discussions, to which she stated at least once she was.

City Manager Beltrán explained the genesis behind the idea of the multiple titles stating that the City had a shortage of staff and in particular, the City carried a vacant Risk Management position in the Human Resources Department; that the effort was to provide some assistance to the Human Resources Department, which in turn would free up the Human Resources Director's time to focus on other matters of citywide impact.

A substantial discussion ensued relative to the proposed changes to the City Clerk's Department in relation to the reclassification of the Executive Assistant to the City Clerk, the staffing levels in the City Clerk's Office, the titles, at-will aspect of the position, and duties, the issue of multiple titles, location where to relocate such position as well as funding. Ultimately, the consensus expressed was to keep the Deputy City Clerk position intact, move whatever this position was to be called to the City Manager's Department or move it completely somewhere else, give the City Clerk just the Deputy City Clerk position; simply stated, move the new proposed position to a different department and keep the Deputy City Clerk in the City Clerk's Department with the understanding that wherever that individual would be moved the budget would also follow. Further, it was clarified and agreed by Council's consent to move that position or individual with all the duties and responsibilities as the City Manager sees fit with the budget that would follow to whatever department the City Manager decides.

Council Member Solache reiterated that the Council was proposing to keep the same exact image staff had with the exact same dollar figure, but that however, the proposal entailed the movement of that second position to a whole different department.

### **Public Relations**

Finance Director Hall emphasized that essentially, this department was being eliminated with no individuals being impacted in terms of job losses since the proposal included transfers of personnel to other departments.

### **City Manager**

Mayor Pro Tem Castro commented on the City Manager's proposed changes, more specifically, she spoke about the Assistant City Manager position and stated that the City Manager had a lot of work and not the proper support staff and part of that was attributed to all the requests from the City Council and all the work that was going on in the City; that the City Manager had no one to delegate some duties to; she further stated that the position was needed, but this had to be balanced without being disrespectful to all employees and making it make sense financially; she inquired about the funding source.

Finance Director Hall stated that the position would be funded by allocating 50% to the General Fund, 5% to the Successor Agency, 5% to the Sewer Fund, 5% to the CDBG fund and 25% to the Water Fund.

There were additional comments, questions and concerns from members of the City Council relative to the funding source, the salary proposed, benefits, and the timing of the request.

### **Public Safety**

A brief discussion ensued in relation to the assignment of the duties of the individual managing the public safety contracts in the absence of the Assistant City Manager position with the City Manager stating that for the time-being those responsibilities would be absorbed by the City Manager; It was further agreed that the issue of crossing guards should also be coordinated and under parking enforcement.

### **Public Works**

Mayor Hernandez began the discussion by asking Director Hall as to the number of vacant positions to be eliminated with Director Hall stating that about 10 were proposed to be eliminated; Public Works Director/City Engineer Godinez commented that he had proposed the Operations Manager position to oversee more of the operations side; there were concerns expressed by Council Members related to the elimination of the vacant positions, which were originally approved to be filled and the impact upon the provision of services such as graffiti removal, tree trimming, upkeep of medians, trash, and adhering to project timelines and whether or not the department could keep up with such workload given the proposal to eliminate said vacant positions.

There was a brief discussion around the issue of the priorities that a City as a municipality was legally required to provide with City Manager Beltrán stating that such priorities included the provision of a reliable water source, street lights, public safety and that there were certain funding sources, which could only be used to pay for specific operational costs or items.

Director Godinez made it clear that staff made an effort to protect the orange shirts and that while the department needed all positions, this was the best recommendation given the current financial constraints.

### **Human Resources**

Council Member Solache inquired about whether the position that was currently in the City Clerk's Office was going to be moved to Human Resources or transferred as a whole with staff commenting that they had heard the Council's direction on that position.

## **Finance**

Council Member Alatorre commented on the current structure of the Department asking questions relative to the color code scheme presented. Finance Director Hall stated that the blue for the Finance Supervisor was a reclassification; that the blue for the Accounting Technician was a transfer from the Parking Enforcement Division to Finance and Administration Department; that the blue for the Lead Accounting Clerk staff was proposing the elimination of one Account Clerk position and the addition of a Lead Account Clerk position.

Finance Director Hall confirmed that she was proposing the elimination of one filled position and spoke relative to the saving associated with the changes in terms of the reclassification and the additions/deletions.

A brief discussion took place relative to the duties associated with the proposed reclassified position and the duties of the position to be added.

## **Development, Compliance and Enforcement Services**

Interim Director of Development, Compliance and Enforcement Services, Ramirez spoke in response to Mayor Pro Tem Castro line of inquiry into the hours of operation for the new shift of Code Enforcement during the evenings, stating that the Officers were out there and were vigilant regarding quality of life issues including parking, and helping around the school sites as well as issuing citations.

Director Hall briefed the City Council with respect to the proposed structural changes in the Department including the proposed deletion and addition of positions.

## **Technology and Media Support Services**

There was a brief discussion regarding the proposed eliminations in this Department, with members of the City Council in agreement as to why eliminate a position that the City may need in the future given the current workload.

Interim Director of Technology and Media Support Services Han spoke in relation to the critical needs in this Department with the City having more technology in all areas as never before with a continual need to upgrade and improve services and that the City had a complex network of infrastructure.

The City Council continued the discussion relative to the manner of cuts with some Council Members expressing frustration with the process stating that we were picking and choosing where to cut as opposed to cuts across the board. Other Council Members, however, expressed concerns about cutting across the board, stating that the cuts needed to be strategic and well-thought out; that cutting across the board was the

easy way out and did not take into account overarching priorities, needs and the impact on essential services.

### **Recreation and Community Services**

There were a few questions relative to the services provided in relation to events that would potentially bring in more revenue; whether or not the positions proposed to be eliminated were necessary; staffing levels with the new facilities coming on-line and recovering of fees for services provided such as the AYSO and others.

As closing remarks, there were several comments relative to the one percent sales tax increase, ways to generate revenue and the tough decisions in the coming weeks.

**MOTION:** It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to receive and file. Motion carried by the following roll call vote:

#### **ROLL CALL**

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,  
CASTRO AND MAYOR HERNANDEZ  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

### **ADJOURNMENT**

Having no further discussion, it was moved by Mayor Pro Tem Castro to adjourn the meeting, seconded by Council Member Solache and carried to adjourn the Special Lynwood City Council meeting at 8:25 p.m.

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Edwin Hernandez, Mayor

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Maria Quiñonez, City Clerk



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Amanda Hall, Director of Finance *AH*  
Lilly Hampton, Accounting Technician

SUBJECT: Approval of the Warrant Registers

## Recommendation:

Staff respectfully recommends that the Lynwood City Council approve the warrant registers dated August 2, 2016 for FY 2015-2016 and FY 2016-2017.

-----Attached Warrant Registers dated August 2, 2016-----



FY-2015-2016  
**Void-Check Listing**  
 City of Lynwood

apCkHist  
 07/27/2016 2:13PM

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
184396	07/05/2016	000241 AMERICAN BUSINESS		07/27/2016	NO SHIPPING FEES	06/03/2016	8.00	8.00
184534	07/19/2016	000241 AMERICAN BUSINESS		07/27/2016	NO SHIPPING FEES	05/13/2016	8.00	
				07/27/2016		05/26/2016	8.00	16.00
184551	07/19/2016	007129 CODE PUBLISHING		07/27/2016	WRONG PAYEE	06/02/2016	155.40	
				07/27/2016		06/30/2016	130.20	285.60
184589	07/19/2016	009926 LOGAN ENGINEERING		07/27/2016	ISSUED ERROR/SPOILED	06/17/2015	12,000.00	12,000.00

**apbank Total: 12,309.60**

4 checks in this report

**Total Checks: 12,309.60**

Electronic Financial Transaction List  
City of Lynwood

vchlist  
07/14/2016 2:35:49PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002436	5/19/2016	000053 CALPERS	100000014746343		FEE FOR GASB-68 REPORTS-4/2016 7151.35.350.64399	650.00
<b>Total :</b>						<b>650.00</b>
1 Vouchers for bank code : apbank						<b>Bank total : 650.00</b>
1 Vouchers in this report						<b>Total vouchers : 650.00</b>

FY 2015-2016  
**Prepays-Check List**  
 City of Lynwood

vchlist  
 07/14/2016 10:47:55AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184634	7/14/2016	006399 AT&T	000008175440		TELEPHONE SERVICES-5/2016 6051.45.450.64501	1,190.48
			000008175441		TELEPHONE SERVICES-5/2016 6051.45.450.64501	59.46
			000008182063		TELEPHONE SERVICES-5/2016 6051.45.450.64501	311.42
			000008189962		TELEPHONE SERVICES-5/2016 6051.45.450.64501	200.34
			000008189965		TELEPHONE SERVICES-5/2016 6051.45.450.64501	39.22
<b>Total :</b>						<b>1,800.92</b>
184635	7/14/2016	000163 SOUTHERN CALIFORNIA EDISON	000163062816		LIGHT & POWER SERVICES-5/26/2016-6/27/2016	
				02-001826	2051.45.430.65001	356.44
				02-001826	2651.45.425.65001	342.61
			000163070116		LIGHT & POWER SERVICES-6/2016	
				02-001826	6051.45.450.65001	5,099.87
			000163070116-A		LIGHT & POWER SERVICES-6/2016	
				02-001826	6051.45.450.65001	2,959.55
				02-001826	2701.45.610.65001	252.62
				02-001826	2051.45.430.65001	31.42
				02-001826	2651.45.425.65001	92.21
			000163070116-B		LIGHT & POWER SERVICES-6/2016	
				02-001826	6051.45.450.65001	15,882.52
			000163070216		LIGHT & POWER SERVICES-6/2016	
				02-001826	2051.45.430.65001	54.76
<b>Total :</b>						<b>25,072.00</b>
184636	7/14/2016	004679 TIME WARNER CABLE	6263070816		CITY HALL INTERNET SERVICES-6/09/2016-7/10/2016	
				12-000109	1011.65.290.64501	190.00
				12-000109	6051.65.290.64501	189.99
<b>Total :</b>						<b>379.99</b>
184637	7/14/2016	004679 TIME WARNER CABLE	5317071516		CABLE SERVICE-CITY HALL-6/16/2016-7/15/2016	
				12-000077	6051.65.290.64399	267.12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184637	7/14/2016	004679	004679 TIME WARNER CABLE		(Continued)	Total : 267.12
4 Vouchers for bank code : apbank						Bank total : 27,520.03
4 Vouchers in this report						Total vouchers : 27,520.03

vchlist  
07/14/2016 11:37:42AM

Prepays-Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184638	7/14/2016	000764 ALVIZAR BUFFET	000764061616	08-003147	CATERING SVCS-FATHERS DAY EVENT-6/2016 1011.60.270.64399	300.00 Total : 300.00
184639	7/14/2016	003547 KANE, BALLMER & BERKMAN	22499 22500	01-001110 01-001110	LEGAL SERVICES-5/2016 1011.25.205.62001 LEGAL SERVICES-5/2016 1011.25.205.62001	3,150.00 3,918.75 Total : 7,068.75
						Bank total : 7,368.75
						Total vouchers : 7,368.75

2 Vouchers for bank code : apbank  
2 Vouchers in this report

Prepays-Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184640	7/14/2016	000163 SOUTHERN CALIFORNIA EDISON	000163062916		LIGHT & POWER SERVICES-6/2016	
				02-001826	2051.45.430.65001	181.54
			000163070616		LIGHT & POWER SERVICES-5/18/2016-6/17/2016	
				02-001826	2051.45.430.65001	124.35
			000163070816		LIGHT & POWER SERVICES-6/2016	
				02-001826	2051.45.430.65001	90.43
				02-001826	2651.45.425.65001	31,064.43
			000163070816-A		LIGHT & POWER SERVICES-6/2016	
				02-001826	2651.45.425.65001	383.01
			000163070816-B		LIGHT & POWER SERVICES-6/2016	
				02-001826	6051.45.450.65001	2,483.41
<b>Total :</b>						<b>34,327.17</b>

1 Vouchers for bank code : apbank

Bank total : 34,327.17

1 Vouchers in this report

Total vouchers : 34,327.17

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184641	7/20/2016	000163 SOUTHERN CALIFORNIA EDISON	000163071116	02-001826	LIGHT & POWER SERVICES-6/2016 2051.45.430.65001	373.04
<b>Total :</b>						<b>373.04</b>
1 Vouchers for bank code : apbank						<b>Bank total : 373.04</b>
1 Vouchers in this report						<b>Total vouchers : 373.04</b>

Prepays-Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184643	7/20/2016	008217 AMAZON.COM, LLC	078474879411		PRINTER PURCHASE-6/2016	
				03-000327	1011.15.105.66015	452.00
					1011.15.105.66015	4.36
			098738016276		MONITOR DESK MOUNT-6/2016	
				03-000330	1011.15.105.66015	252.86
			098739303528		COMPUTER MONITORS-6/2016	
				03-000330	1011.15.105.66015	495.56
			101565086637		IPAD ACCESSORIES-6/2016	
				03-000329	1011.15.105.66015	117.71
			101567543683		IPAD ACCESSORIES-6/2016	
				03-000329	1011.15.105.66015	35.96
			118478625816		COMPUTER CAMERA-6/2016	
				12-000102	1011.65.290.65020	74.11
			212136107394		COMPUTER SOFTWARE-6/2016	
				12-000102	1011.65.290.65020	138.33
			221398050187		PRINTER PURCHASE-6/2016	
				06-006365	6051.45.450.65020	354.25
			299360774472		COMPUTER SUPPLIES-6/2016	
				12-000102	1011.65.290.65020	39.88
				12-000102	6051.65.290.65020	17.98
			299362489821		MICROPHONE/ COUNCIL CHAMBER-6/2016	
				12-000102	6051.65.290.65020	246.34
<b>Total :</b>						<b>2,229.34</b>
184644	7/20/2016	001330 CANON FINANCIAL SERVICES, INC.	16188189		LEASE AGRMNT PMT-6/2016	
				01-001111	1011.30.270.63025	41.83
				01-001111	1011.30.270.63030	27.89
				01-001111	1011.30.275.63025	41.83
				01-001111	1011.30.275.63030	27.89
				01-001111	1011.30.310.63025	41.83
				01-001111	1011.30.310.63030	27.89
				01-001111	1052.30.315.63025	41.83
				01-001111	1052.30.315.63030	13.94
				01-001111	6051.30.315.63025	41.83
				01-001111	6051.30.315.63030	13.94
				01-001111	6401.30.315.63025	41.83

Prepays-Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184644	7/20/2016	001330	CANON FINANCIAL SERVICES, INC.	(Continued)		
				01-001111	6401.30.315.63030	13.94
				01-001111	1011.50.501.63025	118.19
				01-001111	1011.50.501.63030	118.17
			16188189A		LEASE AGRMNT PMT-6/2016	
				06-006433	6051.45.450.63030	300.00
					<b>Total :</b>	<b>912.83</b>
184645	7/20/2016	001552	CARRILLO, ROSALIA	001552061516	REIMB- FOR FATHERS DAY EVENT-6/2016	
				08-003153	1011.60.720.65020	190.75
					<b>Total :</b>	<b>190.75</b>
184646	7/20/2016	000955	CENTRAL BASIN MUNICIPAL WATER	LYN-JUN16	IMPORTED DRINKING WATER-5/2016-6/2016	
				06-006408	6051.45.450.67415	75,318.66
					<b>Total :</b>	<b>75,318.66</b>
184647	7/20/2016	009980	JONES, VICKEY	009980032416	DEPOSIT REFUND-B.HALL RENTAL	
					1011.60.33215	100.00
					<b>Total :</b>	<b>100.00</b>
184648	7/20/2016	004964	PENALOZA, ELIZABETH	004964070716	REIMB-TUITION-5/2016	
					6051.30.315.61050	310.75
					<b>Total :</b>	<b>310.75</b>
184649	7/20/2016	001302	U.S. BANK	001302061516	BANK CARD CHRGS-5/2016-6/2016	
					1011.10.101.64015	451.00
					1011.65.290.64399	225.49
					6051.65.290.64399	14.51
					1011.10.101.64015	555.52
					1011.15.105.64015	732.59
					1011.10.101.64015	260.91
					1011.35.330.64399	309.35
					<b>Total :</b>	<b>2,549.37</b>
184650	7/20/2016	008657	WASTE RESOURCES, INC.	008657053116	RESIDENTIAL REFUSE COLLECTION-5/2016	
				06-006020	1052.45.440.62015	134,339.39
				06-006020	1052.30.30152	-20,150.91

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
184650	7/20/2016	008657 WASTE RESOURCES, INC.	(Continued)	06-006020	1052.45.33420	-9,403.76	
						<b>Total :</b>	<b>104,784.72</b>
<b>8 Vouchers for bank code :</b> apbank						<b>Bank total :</b>	<b>186,396.42</b>
<b>8 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>186,396.42</b>

vchlist  
07/25/2016 8:03:05AM

FY 2015-2016  
Prepays-Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184651	7/25/2016	005344 AT&T MOBILITY	07082016063016		AT&T APPLE IPAD PRO 12.9-6/2016	
				03-000331	1011.15.105.66015	1,044.32
			07082016063016-A		CELL PHONE SERVICES-6/2016	
				11-000656	1011.65.290.64501	1,269.27
				11-000656	6051.65.290.64501	1,269.26
					<b>Total :</b>	<b>3,582.85</b>
184652	7/25/2016	005344 AT&T MOBILITY	07082016063016-B		CELL PHONE UPGRADES-6/2016	
				06-006406	2051.45.410.65020	399.98
					<b>Total :</b>	<b>399.98</b>
184653	7/25/2016	000041 VERIZON WIRELESS-LA	9767454437		EMERGENCY CELL	
				12-000107	6051.65.290.64501	43.62
					<b>Total :</b>	<b>43.62</b>
<b>3 Vouchers for bank code : apbank</b>						<b>Bank total : 4,026.45</b>
<b>3 Vouchers in this report</b>						<b>Total vouchers : 4,026.45</b>

Check List  
City of Lynwood

vchlist  
07/28/2016 7:53:58AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184657	8/2/2016	000743 ADMINISTRATIVE SVCS. CO-OP	330497		DIAL A TAXI TRANSPORTATION PROGRAM-6/2016		
				08-002905	2401.60.725.62015	11,164.58	
						<b>Total :</b>	<b>11,164.58</b>
184658	8/2/2016	000002 ADP, LLC	476383902		PAYROLL/TIMECLOCK SERVICES-P/E-7/2/2016		
				02-001874	1011.30.270.62015	247.98	
				02-001874	6051.30.315.62015	247.98	
						<b>Total :</b>	<b>495.96</b>
184659	8/2/2016	003061 ALVAREZ ASSOCIATES, LLC	LYN1601		EMPLOYEE TRAINING-7/2016		
				05-001386	7151.35.350.64010	5,309.76	
						<b>Total :</b>	<b>5,309.76</b>
184660	8/2/2016	002452 AMERICAN LANGUAGE SVCS.	44652		TRANSLATION SERVICES-5/2016		
				12-000062	1011.65.250.62015	209.25	
			44652-A		TRANSLATION SERVICES-5/2016		
				12-000073	1011.65.250.62015	345.25	
			44909		TRANSLATION SERVICES-6/2016		
				12-000073	1011.65.250.62015	441.70	
			45082		TRANSLATION SERVICES-6/2016		
				12-000110	1011.65.250.62015	1,012.00	
						<b>Total :</b>	<b>2,008.20</b>
184661	8/2/2016	000448 ATLANTIC CAR WASH	1374		FLEET CAR WASH SERVICE-5/2016		
				06-005978	7011.45.420.64399	101.92	
			1380		FLEET CAR WASH SERVICE-6/2016		
				06-005978	7011.45.420.64399	257.80	
			1386		FLEET CAR WASH SERVICE-4/2016		
				06-005978	7011.45.420.64399	98.92	
						<b>Total :</b>	<b>458.64</b>
184662	8/2/2016	007087 BC TRAFFIC SPECIALIST	0008525-IN		TRAFFIC CONTROL EQUIPMENT-5/2016		
				06-006398	6051.45.450.65020	4,766.84	
						<b>Total :</b>	<b>4,766.84</b>
184663	8/2/2016	000032 CAL ADDISON	549586		FLEET REPAIRS AND MAINTENANCE-6/2016		

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184663	8/2/2016	000032 CAL ADDISON	(Continued)			
			549587	06-006447	7011.45.420.63025 FLEET REPAIRS AND MAINTENANCE-6/2016	335.00
			549588	06-006447	7011.45.420.63025 FLEET REPAIRS AND MAINTENANCE-6/2016	40.00
			549589	06-006447	7011.45.420.63025 FLEET REPAIRS AND MAINTENANCE-6/2016	100.00
			549591	06-006447	7011.45.420.63025 FLEET REPAIRS AND MAINTENANCE-6/2016	35.00
				06-006447	7011.45.420.63025	110.00
					<b>Total :</b>	<b>620.00</b>
184664	8/2/2016	007750 CALIFORNIA CONSULTING, LLC	1687		GRANT WRITING SERVICES-6/2016	
				02-001862	1011.40.215.62015	600.00
				02-001862	1011.45.405.62015	300.00
				02-001862	1011.50.505.62015	600.00
				02-001862	1011.75.815.62015	600.00
				02-001862	6051.45.450.62015	300.00
				02-001862	1011.60.701.62015	600.00
					<b>Total :</b>	<b>3,000.00</b>
184665	8/2/2016	006877 CANNON	61439		ENGINEERING SERVICES FOR SCADA-6/2016	
				06-006407	4011.67.897.62015	6,308.75
					<b>Total :</b>	<b>6,308.75</b>
184666	8/2/2016	000560 CASANOVA TOWING EQUIPMENT	6360		REPAIRS & MAINT CONSTRUCTION EQUIPMENT-6/2016	
			6376	06-006339	7011.45.420.63025	228.15
			6404	06-006339	7011.45.420.63025	120.00
			6405	06-006339	7011.45.420.63025	261.25
			6469	06-006339	7011.45.420.63025	600.00
				06-006339	7011.45.420.63025	377.51
					<b>Total :</b>	<b>1,586.91</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184667	8/2/2016	001195 CDW GOVERNMENT	DLP8679	03-000332	IPAD PRO AND KEYBOARD-6/2016 1011.15.105.66015	683.16 <b>Total : 683.16</b>
184668	8/2/2016	006573 CENTRAL FORD AUTOMOTIVE, INC.	C98868	06-006251	FLEET REPAIRS & MAINTENANCE-6/2016 7011.45.420.63025	1,433.07 <b>Total : 1,433.07</b>
184669	8/2/2016	009813 CIVIL SOURCE, INC.	1096-0613-6	06-006342 06-006342 06-006342 06-006342 06-006342	TEMPORARY ENGINEERING STAFFING-6/2016 4011.67.904.62015 4011.67.894.62015 4011.67.910.62015 4011.67.915.62015 4011.68.017.62015	952.00 952.00 952.00 952.00 5,712.00 <b>Total : 9,520.00</b>
184670	8/2/2016	007129 CODE PUBLISHING COMPANY, INC.	B2885257 B2897159	03-000311 03-000311	LYNWOOD MUNICIPAL CODE CODIFICATION-6/2016 1011.15.105.62015 LYNWOOD MUNICIPAL CODE CODIFICATION-6/2016 1011.15.105.62015	155.40 130.20 <b>Total : 285.60</b>
184671	8/2/2016	000484 COMPTON COURT HOUSE	000484053116	07-000685	PROCESSING CITATIONS AND BAIL SURCHARGE-5/2016 1011.55.515.62015	17,860.42 <b>Total : 17,860.42</b>
184672	8/2/2016	006281 CONSULTANTS, PROFESSIONAL	IN000074708 IN000074903	06-006453 08-002876 08-002876 08-002876 08-002876 08-002876 08-002876 08-002876 08-002876	CICLAVIA SECURITY-5/2016 2051.45.410.64399 SECURITY 1011.10.101.62016 1011.15.105.62016 1011.20.110.62016 1011.25.205.62016 1011.30.275.62016 1011.35.330.62016 1011.45.401.62016 1011.50.505.62016	462.80 213.46 213.46 213.46 213.46 699.67 213.46 276.35 213.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184672	8/2/2016	006281	CONSULTANTS, PROFESSIONAL		(Continued)	
				08-002876	1011.65.290.62016	106.72
				08-002876	1011.75.815.62016	213.46
				08-002876	6051.30.315.62016	699.67
				08-002876	6051.45.450.62016	276.35
				08-002876	6051.65.290.62016	106.72
				08-002876	1011.55.601.62016	213.46
				08-002876	1011.60.701.62016	7,435.21
			IN000074904		SECURITY SERVICE FOR RENTALS-5/2016	
				08-003122	1011.60.740.62016	1,945.68
			IN000074905		SECURITY SERVICE FOR RENTALS-5/2016	
				08-003122	1011.60.740.62016	262.38
			IN000074905-A		SECURITY SERVICE FOR RENTALS-5/2016	
				08-002912	1011.60.740.62016	105.12
			IN000074906		SECURITY SERVICE FOR RENTALS-5/2016	
				08-002912	1011.60.740.62016	105.00
			IN000075301		SECURITY SERVICE FOR RENTALS-6/2016	
				08-003122	1011.60.740.62016	2,934.65
			IN000075302		SECURITY SERVICE FOR RENTALS-6/2016	
				08-003122	1011.60.740.62016	481.95
			IN000075303		SECURITY SERVICE FOR RENTALS-6/2016	
				08-003122	1011.60.740.62016	89.25
			IN000075528		SECURITY SERVICE FOR RENTALS-6/2016	
				08-003122	1011.60.740.62016	1,058.61
			IN000075529		SECURITY SERVICE FOR RENTALS-6/2016	
				08-003122	1011.60.740.62016	617.82
					<b>Total :</b>	<b>19,371.63</b>
184673	8/2/2016	001306	CORELOGIC SOLUTIONS, LLC.	81705060	PROPERTY OWNER INFORMATION SERVICE/6/2016	
				01-001096	1011.50.605.62015	123.75
				01-001096	1011.55.515.62015	10.50
				01-001096	1011.75.510.62015	6.25
					<b>Total :</b>	<b>140.50</b>
184674	8/2/2016	005276	COUNTY WINWATER WORKS, ORANGE	08089500	FIRE HYDRANTS-6/2016	
				06-006354	6051.45.450.65020	-141.38
			08826300		FIRE HYDRANTS-6/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184674	8/2/2016	005276	COUNTY WINWATER WORKS, ORANGE	(Continued)		
				06-006354	6051.45.450.65020	14,138.43
					<b>Total :</b>	<b>13,997.05</b>
184675	8/2/2016	000138	DAILY JOURNAL CORPORATION	B2849797	PUBLICATION SERVICES-3/2016	
				03-000313	1011.15.105.62025	134.40
				B2885942	PUBLICATION SERVICES-6/2016	
				02-001881	1011.30.275.62025	302.40
				B2891266	PUBLICATION SERVICES-6/2016	
				02-001881	1011.30.275.62025	971.93
				B2897163	PUBLICATION SERVICES-6/2016	
				03-000313	1011.15.105.62025	117.60
				B2897172	PUBLICATION SERVICES-6/2016	
				03-000313	1011.15.105.62025	117.60
					<b>Total :</b>	<b>1,643.93</b>
184676	8/2/2016	001409	EQUIPMENT, INC., LINCOLN	SI264520	LIFT OPERATOR 4 BUTTON CONTROL-6/2016	
				08-003150	1011.60.745.65020	628.36
					<b>Total :</b>	<b>628.36</b>
184677	8/2/2016	006869	EVENT SERVICES	070416	PORTABLE RESTROOMS/ 4th OF JULY EVENT-7/2016	
				08-003128	1052.60.701.64020	1,017.50
					<b>Total :</b>	<b>1,017.50</b>
184678	8/2/2016	003317	FAIR HOUSING FOUNDATION	003317063016	CDBG PUBLIC SERVICE PROGRAM-6/2016	
				11-000672	2941.75.285.64399	1,186.74
					<b>Total :</b>	<b>1,186.74</b>
184679	8/2/2016	003334	FED EX	5-475-27688	COURIER SERVICE-6/2016	
				02-001822	1011.30.270.64399	3.85
				02-001822	1011.30.275.64399	3.85
				5-475-27688-A	COURIER SERVICE-6/2016	
				06-005866	7011.45.420.64399	5.46
					<b>Total :</b>	<b>13.16</b>
184680	8/2/2016	002442	FRASCO INVESTIGATIVE SERVICES	479027/481557	PERSONNEL INVESTIGATION SERVICE-3/2016	
				05-001374	1011.35.335.62015	3,443.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184680	8/2/2016	002442 FRASCO INVESTIGATIVE SERVICES	(Continued) 479028/481592	05-001374	PERSONNEL INVESTIGATION SERVICE-3/2016 1011.35.335.62015	259.05 <b>Total : 3,702.64</b>
184681	8/2/2016	008482 GALINDO LOCK&KEY SERVICES	0512	06-006067	HARDWARE SERVICE AND KEY DUPLICATION-6/2016 1011.45.415.64399	179.00 <b>Total : 179.00</b>
184682	8/2/2016	003983 GALLS QUARTERMASTER	005375999	11-000764	UNIFORM PANTS-5/2016 1011.75.510.60040	113.34 <b>Total : 113.34</b>
184683	8/2/2016	010012 GARCIA, IRMA	004093		REFUND-BATEMAN HALL RENTAL DEPOSIT 1011.60.33215	400.00 <b>Total : 400.00</b>
184684	8/2/2016	010013 GASTELLUM, AIDA	004252		REFUND-BATEMAN HALL RENTAL DEPOSIT 1011.60.33215	400.00 <b>Total : 400.00</b>
184685	8/2/2016	009599 GKK WORKS	16-2436	06-006030	HAM PARK COMMUNITY CTR-CONSTRUCTION-6/2016 4011.67.007.62015	25,600.00 <b>Total : 25,600.00</b>
184686	8/2/2016	010010 GONZALEZ, DANIEL	000174		REFUND-BATEMAN HALL RENTAL DEPOSIT 1011.60.33215	150.00 <b>Total : 150.00</b>
184687	8/2/2016	001510 GRAINGER, INC.	9153875944 9154194436	06-005888 06-005888	MATERIALS & SUPPLIES-6/2016 6051.45.450.65020 MATERIALS & SUPPLIES-6/2016 6051.45.450.65020	111.69 332.64 <b>Total : 444.33</b>
184688	8/2/2016	006363 GRIFFITH AIR TOOL, INC.	44483	06-006359	WATER SERVICE EQUIPMENT-6/2016 6051.45.450.65020	4,064.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184688	8/2/2016	006363	006363 GRIFFITH AIR TOOL, INC.		(Continued)	<b>Total : 4,064.54</b>
184689	8/2/2016	000993	GRM INFORMATION MANAGEMENT		0298107-0298120	OFF-SITE RECORDS STORAGE-6/2016
			0299768	01-001087	1011.25.205.62015	627.11
				02-001882	CERTIFIED SHREDDING SERVICES-6/2016	15.00
				02-001882	1011.30.275.62015	35.00
					6051.30.315.62015	<b>Total : 677.11</b>
184690	8/2/2016	009832	HARDING, ELIZABETH B.		009832062816	LINE DANCING INSTRUCTOR-6/2016
				08-003095	1011.60.720.62015	148.48
						<b>Total : 148.48</b>
184691	8/2/2016	002887	HARDING, SHEILA		00288742816	REIMB-CERTIFIED INCOME PRACTINIONER RENEWAL
				10-000153	1011.20.110.64399	195.00
						<b>Total : 195.00</b>
184692	8/2/2016	010014	HEMING, ANQUI		1533402	REFUND-BATEMAN HALL RENTAL DEPOSIT
					1011.60.33215	100.00
						<b>Total : 100.00</b>
184693	8/2/2016	003338	HILLYARD-LOS ANGELES		23351753	JANITORIAL SUPPLIES-6/2016
				06-006443	2051.45.410.65020	3,570.55
				06-006443	1011.45.415.66015	6,123.13
			602097546		JANITORIAL SUPPLIES-5/2016	
				06-005925	1011.45.415.65020	314.46
			602097546-A		JANITORIAL SUPPLIES-5/2016	
				02-001888	1011.30.270.65020	313.15
			602122720		JANITORIAL SUPPLIES-6/2016	
				06-006448	2051.45.410.65020	349.60
			602134228		JANITORIAL SUPPLIES-6/2016	
				06-006448	2051.45.410.65020	412.03
			602134230		JANITORIAL SUPPLIES-6/2016	
				06-006448	2051.45.410.65020	486.57
			602134231		JANITORIAL SUPPLIES-6/2016	
				06-006448	2051.45.410.65020	459.99
			602134232		JANITORIAL SUPPLIES-6/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184693	8/2/2016	003338 HILLYARD-LOS ANGELES	(Continued)			
			602135645	06-006448	2051.45.410.65020 JANITORIAL SUPPLIES-6/2016	491.27
			700242350	06-006448	2051.45.410.65020 JANITORIAL SUPPLIES-6/2016	378.25
				06-006448	1011.45.415.63025	192.94
					<b>Total :</b>	<b>13,091.94</b>
184694	8/2/2016	003315 HOME DEPOT CREDIT SERVICE	9024545		OPERATING SUPPLIES-6/2016	
				06-006299	2701.45.610.65020	21.12
					<b>Total :</b>	<b>21.12</b>
184695	8/2/2016	001681 HUMAN SERVICES ASSOCIATION	001681043016-A		CONGREGATE SENIOR MEAL SERVICE-4/2016	
				08-002891	1011.60.720.62015	580.00
					<b>Total :</b>	<b>580.00</b>
184696	8/2/2016	000676 IDEAL LIGHTING SUPPLY, INC.	108473		ELECTRIAL SUPPLIES-6/2016	
			108489	06-006283	2651.45.425.65020	86.93
			108495	08-003135	1011.60.710.63025 LIGHT FIXTURE/FOR PARK RESTROOMS-6/2016	1,983.80
				06-006283	2651.45.425.65020 ELECTRIAL SUPPLIES-6/2016	26.71
					<b>Total :</b>	<b>2,097.44</b>
184697	8/2/2016	000353 INFOSEND, INC.	108494		WATER QUALITY REPORT-7/2016	
			108498	06-006315	6051.45.450.64399	5,179.70
				06-006315	6051.45.450.64399 WATER QUALITY REPORT-6/2016	3,720.29
					<b>Total :</b>	<b>8,899.99</b>
184698	8/2/2016	008254 JCL BARRICADE COMPANY	86512		STREET SUPPLIES-6/2016	
				06-005952	2051.45.410.65020	397.85
					<b>Total :</b>	<b>397.85</b>
184699	8/2/2016	001269 JOHN L. HUNTER & ASSOCIATES	LYNBCR0516		BEVERAGE CONTAINER RECYCLING PROGRAM-5/2016	
			LYNBCR0616	06-006022	3501.45.465.62015	617.50
					BEVERAGE CONTAINER RECYCLING PROGRAM-6/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184699	8/2/2016	001269 JOHN L. HUNTER & ASSOCIATES	(Continued)			
				06-006022	3501.45.465.62015	47.50
			LYNFOG0516		CONSULTING SERVICES FOR FOG-5/2016	
				06-006336	6401.45.460.62015	2,470.00
			LYNFOG0616		CONSULTING SERVICES FOR FOG-6/2016	
				06-006336	6401.45.460.62015	380.00
			LYNNP0516		CONSULTING SERVICE-STORM WATER PROGRAM-5/2016	
				06-006337	6401.45.457.62015	2,090.00
			LYNNP0616		CONSULTING SERVICE-STORM WATER PROGRAM-6/2016	
				06-006337	6401.45.457.62015	4,932.50
			LYNUO0616		CONSULTING SERVICES-USED OIL-6/2016	
				06-006355	3621.45.460.62015	5,757.50
					<b>Total :</b>	<b>16,295.00</b>
184700	8/2/2016	010015 JOHNSON, BRITTANI	000444		REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33205	100.00
					<b>Total :</b>	<b>100.00</b>
184701	8/2/2016	003547 KANE, BALLMER & BERKMAN	22498		LEGAL SERVICES-5/2016	
				02-001896	1011.25.205.62001	13,516.44
			22498-A		LEGAL SERVICES-5/2016	
				02-001900	1011.25.205.62001	911.56
					<b>Total :</b>	<b>14,428.00</b>
184702	8/2/2016	007924 L & M PRINTING CO.	7269		YARD SALE SIGNS-8/2016	
				11-000765	1011.75.510.62025	223.45
					<b>Total :</b>	<b>223.45</b>
184703	8/2/2016	003331 L.A. COUNTY SHERIFF DEPT.	164757NH		LOUD NOISE SUPPLEMENTAL SERVICES-5/2016	
				07-000683	3801.40.235.64399	4,190.95
			164757NH-A		LOUD NOISE SUPPLEMENTAL SERVICES-5/2016	
				07-000684	1011.40.215.64399	843.74
			164773NH		SHERIFF SECURITY FOR PRIVATE RENTALS-5/2016	
				08-002898	1011.60.740.62016	2,816.63
			164774NH		LAW ENFORCEMENT-CITY COUNCIL-5/2016	
				07-000684	1011.40.215.64399	1,287.60
			164875NH		LAW ENFORCEMENT SERVICES-6/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184703	8/2/2016	003331 L.A. COUNTY SHERIFF DEPT.	(Continued)			
			164876NH	07-000672	1011.40.215.62015 LAW ENFORCEMENT SERVICES-6/2016	763,452.10
			164912NH	07-000684	1011.40.215.64399 HELICOPTER SUPPLEMENTAL SERVICES-5/2016	15,291.83
			165089NH	07-000684	1011.40.215.64399 SHERIFF SERVICE FOR RENTALS-6/2016	2,220.38
			165090NH	08-003124	1011.60.740.62016 LAW ENFORCEMENT-CITY COUNCIL MEETINGS-6/2016	3,379.96
			165129JK	07-000684	1011.40.215.64399 PRISONER MAINT SUPPLEMENTAL SERVICES-6/2016	1,529.02
				07-000684	1011.40.215.64399	1,183.75
					<b>Total :</b>	<b>796,195.96</b>
184704	8/2/2016	009236 LEAK, DEITRA	79-A		BARTENDER SERVICE FOR PRIVATE RENTALS-6/2016	
				08-003136	1011.60.740.62064	225.00
					<b>Total :</b>	<b>225.00</b>
184705	8/2/2016	004923 LEE ANDREWS GROUP, INC.	2016152		SERVICES REGARDING ANIMAL CONTROL-6/2016	
				07-000701	1011.40.445.62015	8,912.57
					<b>Total :</b>	<b>8,912.57</b>
184706	8/2/2016	001256 LINDSAY, CARLA	001256063016		YOGA INSTRUCTOR-SENIOR CENTER-6/2016	
				08-002878	1011.60.720.62015	352.25
					<b>Total :</b>	<b>352.25</b>
184707	8/2/2016	000208 LINE-X OF SANTA FE SPRINGS	137303		PROTECTIVE COATING ON VEHICLE #15-4/2016	
				06-006328	7011.45.420.64399	478.00
					<b>Total :</b>	<b>478.00</b>
184708	8/2/2016	010017 LOPEZ, MARTHA	348878980		REFUND-SUMMER DAY CAMP-CANCELLED	
					1011.60.33225	220.00
					<b>Total :</b>	<b>220.00</b>
184709	8/2/2016	009041 LOYA, RUUD AND ROMO, ATKINSON,	498995		EMPLOYEE TRAINING-5/2016	
				05-001384	7151.35.350.64010	3,460.00
					<b>Total :</b>	<b>3,460.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184710	8/2/2016	004084 LPA, INC.	73801		ARCHITECT/ HAM PARK COMMUNITY CENTER-6/2016	
				06-005528	4011.67.007.62015	12,458.94
<b>Total :</b>						<b>12,458.94</b>
184711	8/2/2016	009816 LYNWOOD SMOG CENTER	010197		SMOG SERVICE FOR CITY FLEET-6/2016	
			010198	06-006333	7011.45.420.63025	36.75
			010211	06-006333	7011.45.420.63025	36.75
			010213	06-006333	7011.45.420.63025	36.75
			010225	06-006333	7011.45.420.63025	36.75
			010226	06-006333	7011.45.420.63025	36.75
			010227	06-006333	7011.45.420.63025	36.75
			010258	06-006333	7011.45.420.63025	36.75
			010285	06-006333	7011.45.420.63025	36.75
<b>Total :</b>						<b>330.75</b>
184712	8/2/2016	000929 MCCAIN, INC.	INV0210800		POLES & SIGNAL HOUSING-6/2016	
				06-006371	2051.45.430.65020	4,551.84
<b>Total :</b>						<b>4,551.84</b>
184713	8/2/2016	000279 MEDICAL GROUP,INC., OCCUPATIONAL	000279042616		PRE-EMPLOYMENT PHYSICALS-10/2015-3/2016	
			00027905172016	05-001323	1011.35.335.62015	895.00
				05-001323	1011.35.335.62015	530.00
<b>Total :</b>						<b>1,425.00</b>
184714	8/2/2016	005256 MONJARAS & WISMEYER GROUP,INC.	14167		EMPLOYEE INTERACTIVE/MEDIATOR-5/2016-6/2016	
			14171	05-001319	1011.35.335.62015	1,285.46
					EMPLOYEE INTERACTIVE-MEDIATOR-12/24/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184714	8/2/2016	005256 MONJARAS & WISMEYER GROUP,INC.	(Continued)			
			14208	05-001319	1011.35.335.62015	400.00
				05-001319	EMPLOYEE INTERACTIVE PROCESS MEDIATOR-3/2016	325.00
					<b>Total :</b>	<b>2,010.46</b>
184715	8/2/2016	006731 MORALES, AURELIO	630		REPAIR OF BATEMAN HALL REFRIGERATOR-6/2016	
				08-003158	1011.60.740.63025	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
184716	8/2/2016	009012 MUNICIPAL WASTE SOLUTIONS	212		REFUSE CONTRACT OVERSIGHT-6/2016	
				06-006039	1052.45.440.62061	1,375.00
					<b>Total :</b>	<b>1,375.00</b>
184717	8/2/2016	009647 MV CHENG & ASSOCIATES, INC.	5/31/2016-CORRECT-A		TEMP SERVICES FINANCE-5/2016	
				02-001893	1052.30.315.62015	-2,201.00
				02-001893	6051.30.315.62015	-2,202.00
				02-001893	6401.30.315.62015	-2,202.00
			5/31/2016-CORRECTION		TEMP SERVICES-FINANCE-5/2016	
				02-001897	1011.30.270.62015	4,365.00
				02-001897	1011.30.275.62015	2,240.00
			6/30/2016		TEMP SERVICES FINANCE-6/2016	
				02-001897	1011.30.270.62015	5,760.00
			6/30/2016-A		TEMP SERVICES FINANCE-6/2016	
				02-001893	1052.30.315.62015	1,765.00
				02-001893	6051.30.315.62015	1,765.00
				02-001893	6401.30.315.62015	1,765.00
					<b>Total :</b>	<b>11,055.00</b>
184718	8/2/2016	004170 MV TRANSPORTATION, INC	69456		FIXED ROUTE TRANSIT SYSTEM-5/2016	
				06-006008	2401.45.435.62015	52,562.05
					<b>Total :</b>	<b>52,562.05</b>
184719	8/2/2016	000131 MW AUDIO VISUAL, INC.	1231		HAM PARK-AUDIO VISUAL CONSULTING-6/2016	
				08-003151	1011.60.710.64399	663.37
				08-003151	1011.60.715.64399	181.63
					<b>Total :</b>	<b>845.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184720	8/2/2016	010008 NAVARRETE, IVANIA	010008071116		REFUND-SUMMER DAY CAMP 1011.60.33225	45.00
<b>Total :</b>						<b>45.00</b>
184721	8/2/2016	000078 OFFICE DEPOT	836489540001		OFFICE SUPPLIES-4/2016	
			836489540001-A	02-001831	1011.30.275.65020	5.58
				02-001887	1011.30.310.65020	200.00
				02-001887	1011.30.275.65020	168.31
				02-001887	1011.30.275.65015	90.96
				02-001887	1011.30.270.65015	16.34
				02-001887	1011.30.270.65020	2.54
			838944831001		OFFICE SUPPLIES-5/2016	
				06-005935	6051.45.450.65015	43.59
<b>Total :</b>						<b>527.32</b>
184722	8/2/2016	005932 ONWARD ENGINEERING	3295		LINEAR PARK CONSTRUCTION MANAGEMENT-6/2016	
				11-000685	3782.75.208.62015	975.00
<b>Total :</b>						<b>975.00</b>
184723	8/2/2016	005562 ORKIN PEST CONTROL	96359371		PEST CONTROL SERVICE-6/2016	
			96359371-A	08-002871	1011.60.720.64399	124.00
			96359371-B	08-002866	1011.60.740.64399	5.90
			96359371-C	08-003155	1011.60.740.64399	3.00
				08-003163	1011.60.720.64399	1.74
<b>Total :</b>						<b>134.64</b>
184724	8/2/2016	002050 ORTCO INC.	2016-0150		INSTALL WOODCHIPS/REC CENTER/MLK/BIRCH-6/2016	
			2016-0151	06-006277	1011.45.415.63025	9,140.00
				06-006277	REPAIR RUBBERIZED SURFACE/ MEDINA PARK-6/2016	
					1011.45.415.63025	1,560.00
<b>Total :</b>						<b>10,700.00</b>
184725	8/2/2016	005840 PETTY CASH- PUBLIC WORKS, .	005840061516		REPLENISH PETTY CASH ACCOUNT-6/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184725	8/2/2016	005840	PETTY CASH- PUBLIC WORKS, .		(Continued)	
					6051.45.450.67950	196.90
					<b>Total :</b>	<b>196.90</b>
184726	8/2/2016	008664	PINS ADVANTAGE	382	AUTOMATED SYSTEM TRACKING-6/2016	
				05-001320	1011.35.330.62015	125.00
					<b>Total :</b>	<b>125.00</b>
184727	8/2/2016	000355	PITNEY BOWES PURCHASE POWER	000355050416	POSTAGE FEE-5/2016	
				05-001361	1011.35.330.65035	5,000.00
					000355060516	
				05-001361	POSTAGE FEE-6/2016	5,000.00
					1011.35.330.65035	5,000.00
					<b>Total :</b>	<b>10,000.00</b>
184728	8/2/2016	009815	PLAYMAX SURFACING	1647	REPAIR OF PLAYGROUND SURFACE-6/2016	
				06-006429	1011.45.415.63025	14,970.37
					<b>Total :</b>	<b>14,970.37</b>
184729	8/2/2016	005588	PLUMBERS DEPOT, INC	PD-31767	REPAIR SEWER TRUCK-6/2016	
				06-005897	6401.45.460.63025	258.97
					<b>Total :</b>	<b>258.97</b>
184730	8/2/2016	010011	PULIDO, PATRICIA	004238	REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33215	200.00
					<b>Total :</b>	<b>200.00</b>
184731	8/2/2016	001142	QUILL CORPORATION	6391155	COPY PAPER-6/2016	
				05-001311	1011.35.330.65020	358.61
					6569001	
				05-001311	COPY PAPER-6/2016	358.61
					1011.35.330.65020	358.61
					<b>Total :</b>	<b>717.22</b>
184732	8/2/2016	001313	QUINONEZ, MARIA	001313042916	REIMB-TRAVEL EXPENSE-CCAC-4/2016	
					1011.15.105.64015	40.00
				001313052516	REIMB-TRAVEL EXPENSE-IIMC-5/2016	
					1011.15.105.64015	99.70
					<b>Total :</b>	<b>139.70</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184733	8/2/2016	010009 RAMOS, ANTHONY	010009071116		REFUND-SUMMER DAY CAMP 1011.60.33225	425.00
<b>Total :</b>						<b>425.00</b>
184734	8/2/2016	001326 REDFLEX TRAFFIC SYSTEMS, INC.	RTS0011032	07-000675	DIGITAL PHOTO ENFORCEMENT SERVICES-6/2016 1011.40.215.67950	6,800.00
<b>Total :</b>						<b>6,800.00</b>
184735	8/2/2016	008690 RICOH USA, INC.	5043273695	06-006441	COPIER MAINTENANCE-6/2016 1011.45.415.63025	161.34
<b>Total :</b>						<b>161.34</b>
184736	8/2/2016	005067 ROADLINE	12545	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	495.95
			12547	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	494.04
			12549	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	436.00
			12550	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	495.95
			12551	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	494.04
			12552	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	436.00
			12553	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	495.95
			12554	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	494.04
			12555	06-006362	MATERIALS & SUPPLIES-6/2016 2051.45.410.65020	186.57
			12555-A	06-006107	MATERIALS & SUPPLIES-6/2016 1011.45.615.65020	249.43
			12556	06-006107	MATERIALS & SUPPLIES-6/2016 1011.45.615.65020	436.00
<b>Total :</b>						<b>4,713.97</b>
184737	8/2/2016	008805 RPW SERVICES, INC.	154144		GOPHER CONTROL-4/2016	

Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184737	8/2/2016	008805 RPW SERVICES, INC.	(Continued)			
			154146	06-006444	2701.45.610.64399 GOPHER CONTROL-5/2016	928.09
			154162	06-006444	2701.45.610.64399 GOPHER CONTROL-5/2016	1,312.31
			154174	06-006444	2701.45.610.64399 GOPHER CONTROL-5/2016	630.00
			154216	06-006444	2701.45.610.64399 GOPHER CONTROL-4/2016	1,815.52
			154217	06-006444	2701.45.610.64399 GOPHER CONTROL-5/2016	472.50
				06-006444	2701.45.610.64399	867.68
					<b>Total :</b>	<b>6,026.10</b>
184738	8/2/2016	008036 RUBIO'S TIRE SHOP	1417		REPAIRS & ROAD SERVICE-5/2016	
				06-005891	7011.45.420.63025	50.00
					<b>Total :</b>	<b>50.00</b>
184739	8/2/2016	000909 SANDE EQUIPMENT CO., INC.	0267665		SUPPLIES & REPAIRS FOR GRAFFITI TRUCK-6/2016	
				06-006267	1011.45.614.65020	134.90
					<b>Total :</b>	<b>134.90</b>
184740	8/2/2016	009297 SIGN CRE8TIONS	2247		BATEMAN HALL POLE BANNERS-6/2016	
				08-003133	1011.60.740.62025	889.44
					<b>Total :</b>	<b>889.44</b>
184741	8/2/2016	001742 SIMMONS, JASON	001742063016		INSANITY WORKOUT INSTRUCTOR-6/2016	
				08-003031	1011.60.740.62015	173.25
					<b>Total :</b>	<b>173.25</b>
184742	8/2/2016	000312 SPARKLETTS	14855810052816		WATER & COOLER RENTAL-5/2016	
			14855810062516	07-000677	1011.55.515.67950	3.00
				07-000677	WATER & COOLER RENTAL-6/2016 1011.55.515.67950	56.89
					<b>Total :</b>	<b>59.89</b>
184743	8/2/2016	007308 STREET CAPITAL ADVISORS, LLC, MAIN	Lynwood#21		INVESTMENT ADVISORY-4/2016-6/2016	

Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184743	8/2/2016	007308 STREET CAPITAL ADVISORS, LLC, MAIN	(Continued)			
				10-000152	1011.20.110.62015	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
184744	8/2/2016	004592 SWEETWATER SOUND, INC.	13921856		BATEMAN HALL AUDIO EQUIPMENT-5/2016	
				08-003156	1011.60.740.65020	1,799.89
					<b>Total :</b>	<b>1,799.89</b>
184745	8/2/2016	008890 TAFOYA AND GARCIA, LLP	2016.0310		LEGAL SERVICES-3/2016	
				05-001338	7151.35.350.62001	315.00
					<b>Total :</b>	<b>315.00</b>
184746	8/2/2016	002938 TAJ OFFICE SUPPLY	0035531-001		OFFICE SUPPLIES-3/2016	
				07-000678	1011.55.601.65015	70.84
			0035799-001		OFFICE SUPPLIES-5/2016	
				07-000678	1011.55.601.65015	202.08
			0035845-001		OFFICE SUPPLIES-6/2016	
				07-000678	1011.55.601.65015	82.18
			0036202-001		OFFICE SUPPLIES-9/2015	
				08-002872	1011.60.701.65015	185.13
				08-002872	1011.60.701.65020	15.59
				08-002872	1011.60.705.65015	1.30
				08-002872	1011.60.740.65015	11.82
				08-002872	1011.60.745.65020	86.86
			0036324-001		OFFICE SUPPLIES-10/2015	
				07-000678	1011.55.601.65015	8.57
			0036866-001		OFFICE SUPPLIES-5/2016	
				06-006450	2051.45.410.65020	340.54
			0036926-001		OFFICE SUPPLIES-5/2016	
				07-000678	1011.55.601.65015	5.44
			0037071-001		OFFICE SUPPLIES-6/2016	
				08-003157	1011.60.740.65020	83.11
					<b>Total :</b>	<b>1,093.46</b>
184747	8/2/2016	010007 TAYLOR, DONNETTA	1607402		REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33215	848.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184747	8/2/2016	010007 010007 TAYLOR, DONNETTA	(Continued)			<b>Total : 848.00</b>
184748	8/2/2016	001211 THE BANK OF NEW YORK MELLON	252-1949971	10-000141	ADMINISTRATION FEE-2/2016-4/2016 1011.20.110.62015	550.00 <b>Total : 550.00</b>
184749	8/2/2016	005797 THE LIFEGUARD STORE, INC.	INV451126	08-003060	STAFF UNIFORM-6/2016 1011.60.745.60040	202.40 <b>Total : 202.40</b>
184750	8/2/2016	009060 URIARTE, GABRIELA	004210		REFUND-BATEMAN HALL RENTAL DEPOSIT 1011.60.33215	400.00 <b>Total : 400.00</b>
184751	8/2/2016	007734 USA BLUE BOOK	991722	06-006397	CHLORINE PUMP-6/2016 6051.45.450.65020	997.56 <b>Total : 997.56</b>
184752	8/2/2016	002912 WATERLINE TECHNOLOGIES,INC	5341640 5341642 5342590	06-006451 06-006451 06-006451	SODIUM HYPOCHLORITE SOLUTION-6/2016 6051.45.450.65020 SODIUM HYPOCHLORITE SOLUTION-6/2016 6051.45.450.65020 SODIUM HYPOCHLORITE SOLUTION-6/2016 6051.45.450.65020	312.45 176.25 240.35 <b>Total : 729.05</b>
184753	8/2/2016	010016 WILLS, OLA	000173		REFUND-BATEMAN HALL RENTAL DEPOSIT 1011.60.33215	150.00 <b>Total : 150.00</b>
97 Vouchers for bank code : apbank						<b>Bank total : 1,162,277.18</b>
97 Vouchers in this report						<b>Total vouchers : 1,162,277.18</b>

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07/20/2016 3:27:18PM

FY 2016-2017  
Prepaid-Check List  
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184642	7/20/2016	000329 VISION SERVICE PLAN	ACTIVE-073116		VISION PLAN PREMIUM-ACTIVE-7/2016 1011.20140	2,517.12
			RETIREE-07312016		VISION PLAN PREMIUM-RETIREEES-7/2016 7151.35.355.64012	1,083.76
					<b>Total :</b>	<b>3,600.88</b>
					<b>1 Vouchers for bank code : apbank</b>	<b>Bank total : 3,600.88</b>
					<b>1 Vouchers in this report</b>	<b>Total vouchers : 3,600.88</b>



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Mike Poland, Planning Manager *MP*

SUBJECT: 3000 E. Imperial Highway  
Excavation Permit Application  
Impacted Soil Excavation Work Plan

## Recommendation:

Review the attached Excavation Permit Application and associated Impacted Soil Excavation Work Plan for 3000 E. Imperial Highway, and receive and file.

## Background:

On March 28, 2016 staff approved and issued a Demolition Permit for the property located at 3000 East Imperial Highway for the sole purpose of breaking up the existing asphalt pad, grinding it and stockpiling it on the site. No other permits for any other activities or work were requested, permitted or approved. The Demolition Permit was issued to Innovative Construction Solutions (ICS), on behalf of Robertshaw Controls Company.

On June 9, 2016, staff was informed that trucks were on the site and they were in the process of being loaded in order to transfer the grinded asphalt and surface soil (approx. 6"-8") to another location. Staff arrived at the site and informed the site foreman from ICS to stop work because the activities that were occurring require that the contractor apply for and receive approval of an excavation permit from the City.

Prior to the activities that occurred on June 9, 2016, staff did not have any prior knowledge, nor did we receive any prior verbal or written notification from the Robertshaw Controls Company or ICS that the excavation work was to commence on that day. Since that time, staff has received information that the contractor/hauler had worked on the site and transported 10 truckloads offsite on Wednesday June 8, 2016. An additional 12 truckloads were transported offsite on the morning of Thursday, June 9, 2016, prior to staff receiving the information

AGENDA  
ITEM

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that work had commenced and arriving on the site. Complete excavation and cleanup will take an additional 25 truckloads over 2 days. Once the excavation and removal work is completed the contractor will begin drilling for soil samples to determine the exact depth of the contaminated soil (approximately 15' – 22' deep). A separate permit however, must be secured for any drilling activity at a later date.

### **Discussion & Analysis:**

On June 30, 2016, Innovative Construction Solutions (ICS), on behalf of Robertshaw Controls Company, submitted an application for an Excavation Permit for the purpose of overseeing the removal of earth material that is currently stockpiled on the site. As part of the request for an Excavation Permit, the applicant was also required to provide the following information:

- Business License from the City of Lynwood – Contractor and Sub-Contractor(s).
- Impacted Soil Excavation Work Plan (ISEWP).
- Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan.
- Name and address of the generator, transporter, and the destination facility.
- US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
- Waste quantity.
- Name and phone number of a contact in case of an emergency.
- Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.
- Insurance Certificate with the City of Lynwood additionally insured with the following:

“The permittee agrees to indemnify, defend and hold harmless the City of Lynwood, California, and/or any other City Agency, its officers, agents and employees, for/from any and all claims or actions of any kind asserted against the City and/or other City agency its officers, agents and employees arising out of the permittee (including permittee employees, representatives, product and subcontractors) negligent performance under this agreement.”

It should be note that that ICS’s contract with Robertshaw Controls Company is for the sole purpose of removing and relocating the earth material that is currently stockpiled on the site to a properly licensed and permitted landfill facility that can accept the waste stream classification. ICS is not involved with any future development plans for the site at this time.

The purpose of the ISEWP that is referenced above is to provide the City with a detailed description of the excavation activities that will be implemented during the on-site remedial excavation of the impacted soils.

The ISEWP provides a detailed written description of the measures to be implemented prior to and during the on-site remedial excavation of the stockpiled earth material in accordance with all applicable City, State, and Federal regulations.

More specifically, the ISEWP addresses the following:

- The purpose of the Impacted Soil Excavation Work Plan.
- A description of the site and its location.
- A general work activity overview.
- Methods addressing personnel health and safety.
- Detailed excavation activities.
- Loading and transportation activities
- Backfill and compaction activities.
- Notification and permitting requirements.
- Excavation extent and methods.
- Soil handling methods.
- Control measures.
- Air monitoring during excavation.
- Proposed excavation equipment.
- Soil transportation modes.
- Traffic control and loading procedures.
- Manifests and record keeping.
- Backfill and compaction activities.

Staff will supervise the work that will be permitted under the ISEWP and the Excavation Permit, which will include the transportation and disposal of the earth materials located in areas that have exhibited contamination by heavy metals and petroleum hydrocarbons. These areas were previously unknown and unidentified and were only recently discovered upon the demolition and grinding of the asphalt that covered the project site. This work was performed under the Demolition Permit that was previously issued by the City. During the course of the activities permitted under the approved Demolition Permit, Geosyntec Scientific Engineering Consultants (on behalf of the Robertshaw Controls Company and ICS) were on site monitoring the newly exposed soil to identify potentially impacted areas based on visual observation and through the use of a direct read organic vapor analyzer (OVA) meter.

The impacted soil excavation activities at the site encompass various areas throughout the property. The identified areas of concern have been defined and delineated by Geosyntec Scientific Engineering Consultants and are described in

the attached Impacted Soil Excavation Work Plan. Specific areas that will need to be addressed will include soils that are assumed to have been associated with former process, manufacturing, and assembly areas.

The site was first developed in the 1930s by Grayson Heat Control, a manufacturer of heat control devices. Grayson was acquired by Robertshaw Controls Company during the late 1930s or early 1940s. Whittaker WMR Co. acquired the site in 1955. In 1963 the site was purchased by the Kanowsky family which owned the property until it was acquired by Gold Realty Company in 1970. Allied Upholstery operated at the site from approximately 1964 until 1981. K&K Office Furniture was the primary operator of the site from 1985 through 2000. Regent Officeworks, Inc. purchased K&K in 2004 and continued to operate the site as a furniture manufacturing facility until March 2007.

As the lead contractor, ICS will oversee the removal of the removal of the stockpiled earth materials. The transporter will be Hoyt Transportation from Lake Elsinore, California. There are two (2) types of material that will be transported offsite. These are described as either "Non-RCRA Hazardous Waste Solids" or "Non-Hazardous Waste Solids". The "Non-RCRA Hazardous Waste Solids (Copper and Lead)" will be transported to the La Paz Landfill (Republic Services) located at 26999 Hwy 95, Mile Post 128, Parker Arizona. The "Non Hazardous Waste Solids (Low level heavy metals and hydrocarbons)" will be transported to the Chiquita Canyon Landfill located at 29201 Henry Mayo Drive, Castaic, California.

Staff will also require during the removal of the earth materials, that when any soil or debris is profiled as hazardous waste, that the contractor provide to the City on a daily basis a Uniform Hazardous Waste Manifest form to be used to track the movement of soil from the point of generation to the point of ultimate disposition. The original Uniform Hazardous Waste Manifest form will be required to be on-site during the loading, transportation and disposal activities.

The Uniform Hazardous Waste Manifest form will be required at a minimum to include information such as:

- Name and address of the generator, transporter, and the destination facility.
- US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
- Waste quantity.
- Name and phone number of a contact in case of an emergency; and
- Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.

The manifests will be scanned and provided to the Department of Toxic Substances Control (DTSC) as part of subsequent reporting for the site.

Staff will be on the site at half-hour intervals, monitoring the removal of the earth materials for compliance with the ISEWP.

Approval of the Excavation Permit Application and the Impacted Soil Excavation Work Plan does not allow the property owner or developer to commence any grading, construction or development activities on the site.

**Fiscal Impact:**

There are no negative fiscal impacts associated with the Excavation Permit Application and the Impacted Soil Excavation Work Plan.

**Coordinated With:**

None

**Attachments:**

Excavation Permit Application and Impacted Soil Excavation Work Plan



4011 W. Chandler Avenue  
Santa Ana, CA 92704  
(714) 893-6366 Telephone  
(714) 893-5122 Facsimile  
License No. 764815 A-HAZ-C21  
www.ICInc.tv

June 30, 2016

City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90262



**RE: AUTHORIZATION LETTER  
EXCAVATION PERMIT  
3000 E. IMPERIAL HIGHWAY  
LYNWOOD, CALIFORNIA**

innovative construction solutions

To Whom It May Concern:

By way of this letter, Innovative Construction Solutions (ICS) confirms that Mr. Charles Parada is an authorized representative of the company. As an authorized representative of ICS, Mr. Charles Parada can apply for and obtain permits and/or licenses required for site activities for property located within the jurisdiction of the City of Lynwood.

Sincerely,

Hiran Emadi, P.E.  
President  
*Innovative Construction Solutions*  
4011 West Chandler Avenue  
Santa Ana, CA 92704  
Phone: (714) 893-6366



**CITY OF LYNWOOD**  
**DEPARTMENT OF DEVELOPMENT, ENFORCEMENT**  
**AND**  
**COMPLIANCE SERVICES**  
**(310) 603-0220**

**EXCAVATION PERMIT APPLICATION**

**APPLICANT'S INFORMATION**

Applicant: Robertshaw Controls Company

Contact Person: Duane Wanty

Address: 70 Mechanic Street, C41-32

City: Foxboro, MA Zip: 02043

Phone: 508-549-6004

Applicant: Robertshaw Controls Company

**CONTRACTOR'S INFORMATION**

Contractor: Innovative Construction Solutions

Contact Person: Brian Laurin

Address: 4011 W. Chandler Ave.

City: Santa Ana Zip: 92704

Phone: (714) 893-6366

Contractor's License No.: 764815

Exp. Date: 06-30-17

Address/location of work: 3000 E. Imperial Highway, Lynwood, CA

Type of Work to be performed: Excavation, Off-site Transportation, and Off-site Disposal of Impacted Soils  
Backfill of excavations with imported fill material

**The following Documents need to be submitted with this application:**

1. Business License from the City of Lynwood – Contractor and Sub-Contractor(s).
2. Impacted Soil Excavation Work Plan.
3. Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan.
4. Name and address of the generator, transporter, and the destination facility.
5. US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
6. Waste quantity..
7. Name and phone number of a contact in case of an emergency; and
8. Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.
9. Insurance Certificate with the City of Lynwood additionally insured with the following:

The permittee agrees to indemnify, defend and hold harmless the City of Lynwood, California, and/or any other City Agency, its officers, agents and employees, for/from any and all claims or actions of any kind asserted against the City and/or other City agency its officers, agents and employees arising out of the permittee

(including permittee employees, representatives, product and subcontractors) negligent performance under this agreement.

**AUTHORIZATION:**

Hereby names the applicant for an excavation permit from the City of Lynwood, subject to the provisions of the Lynwood Municipal Code and all applicable laws, rules and regulations of the City of Lynwood or any other public, County, State or Federal Agency.

Signature   
Authorized Agent for Permittee

Duane Wanty  
Print Name

Date 28 June 2016



**CITY OF LYNWOOD**  
**DEPARTMENT OF DEVELOPMENT, ENFORCEMENT**  
**AND**  
**COMPLIANCE SERVICES**  
**(310) 603-0220**

## EXCAVATION PERMIT APPLICATION

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City: Santa Ana Zip: 92704

Phone: (714) 893-6366

Contractor's License No.: 764815

Exp. Date: 06-30-17

Address/location of work: 3000 E. Imperial Highway, Lynwood, CA

Type of Work to be performed: Excavation, Off-site Transportation, and Off-site Disposal of Impacted Soils  
Backfill of excavations with imported fill material

### The following Documents need to be submitted with this application:

1. Business License from the City of Lynwood – Contractor and Sub-Contractor(s).
2. Impacted Soil Excavation Work Plan.
3. Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan.
4. Name and address of the generator, transporter, and the destination facility.
5. US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
6. Waste quantity..
7. Name and phone number of a contact in case of an emergency; and
8. Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.
9. Insurance Certificate with the City of Lynwood additionally insured with the following:

The permittee agrees to indemnify, defend and hold harmless the City of Lynwood, California, and/or any other City Agency, its officers, agents and employees, for/from any and all claims or actions of any kind asserted against the City and/or other City agency its officers, agents and employees arising out of the permittee

(including permittee employees, representatives, product and subcontractors) negligent performance under this agreement.

**AUTHORIZATION:**

Hereby names the applicant for an excavation permit from the City of Lynwood, subject to the provisions of the Lynwood Municipal Code and all applicable laws, rules and regulations of the City of Lynwood or any other public, County, State or Federal Agency.

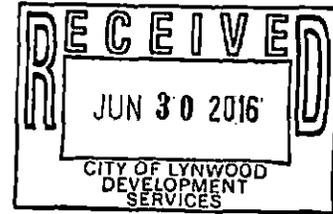
Signature   
Authorized Agent for Permittee

Duane Wanty  
Print Name

Date 28 June 2016



4011 W. Chandler Avenue  
Santa Ana, CA 92704  
(714) 893-6366 Telephone  
(714) 893-5122 Facsimile  
License No. 764815 A-HAZ-C21  
www.ICInc.tv



June 30, 2016

Mike Poland; Planning Manager  
City of Lynwood  
11330 Bullis Road  
Lynwood, California 90262  
(310) 603-0220, ext 251

Attn: Mike Poland; Planning Manager

Re: **Submittal of Documentation: Excavation Permit Application and Associated Documents**  
Project Site: 3000 E. Imperial Highway  
ICS Project No.: SC-16-1171

Mr. Poland,

Per our meeting with you on June 23, 2016 and per the receipt of the Excavation Permit Application and Impacted Soil Excavation Work Plan (Instructions) that you have provided, Innovative Construction Solutions (ICS) is respectfully submitting the requested documentation in support of our efforts to obtain an Excavation Permit for remedial excavation of impacted soils at the above referenced project site. Along with the Excavation Permit Application (attached), ICS is submitting the following:

1. Business License from the City of Lynwood – Contractor and Sub-Contractor(s)
2. Impacted Soil Excavation Work Plan
3. Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan
4. Name and address of the generator, transporter, and the destination facility
5. US Department of Transportation (US DOT) description of the waste being transported and any associated hazards
6. Waste quantity
7. Name and phone number of a contact in case of an emergency
8. Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number
9. Insurance Certificate with the City of Lynwood additionally insured
10. Non-RCRA Hazardous Waste Approved Profile and Manifests (Transported to date)
11. Non-Hazardous Soil Manifest Approved Profile and Shipments (Transported to date)

ICS is submitting this documentation for review and once approved by the City, ICS will pay the applicable fees as imposed by the City. ICS is committed to completing the work in accordance with City requirements. In addition, as we have done throughout the life of this project, ICS is committed to the

innovative construction solutions

mitigation of dust and nuisance issues through the use of proactive water truck dust control and effective equipment and truck management.

I personally appreciate your cooperation with our efforts to correct the course in order to get the project back on track and completed to the satisfaction of all stakeholders. If you should have any questions or require additional information, please do not hesitate to contact me at your convenience at (714) 352-3224 or on my cell phone (909) 743-9566.

Respectfully Submitted,

**Innovative Construction Solutions**



Brian Laurin  
Client Solutions Executive

Attachments Included

**Item #1**

City of Lynwood Business License

Attached

# CITY OF LYNWOOD

## BUSINESS LICENSE TAX CERTIFICATE



**Business Name:** Innovative Construction Solutions  
**Business Location:** 4011 W CHANDLER AVE  
SANTA ANA, CA 92704-5201

**Owner(s):** Innovative Construction Solutions

**Business Type:** Contractor

INNOVATIVE CONSTRUCTION SOLUTIONS  
4011 W CHANDLER AVE  
SANTA ANA, CA 92704-5201

**License Number:** 02314673  
**Date Issued:** 3/29/2016  
**Expiration Date:** 03/28/2017

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.  
IT IS NOT TRANSFERABLE OR ASSIGNABLE

A handwritten signature in black ink, reading "Stephen Seabler".  
HdL Account Manager

Innovative Construction Solutions:

Thank you for your payment on your City of Lynwood Business License.

This License Certificate does not permit any individual, business, or corporate entity, to conduct business activity which would otherwise be prohibited in the City. Payment of a business tax (required by the provisions of the City of Lynwood Municipal Code), its acceptance by the City, and the issuance of a certificate to any person, shall not authorize the holder thereof to carry on any business unless the holder has complied with all requirements of said Code and all other applicable laws. This certificate has been issued without verification that the holder is subject to or exempted from licensing by the state, county, or federal government; or any other government or government agency.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license. If you have questions concerning your business license, contact the Business Support Center via email at [support@hdlgov.com](mailto:support@hdlgov.com) or by telephone at (888) 602-0239.



CITY OF LYNWOOD  
8839 N CEDAR AVE #212  
FRESNO, CA 93720

# CITY OF LYNWOOD

## BUSINESS LICENSE TAX CERTIFICATE

INNOVATIVE CONSTRUCTION SOLUTIONS  
4011 W CHANDLER AVE  
SANTA ANA, CA 92704-5201

**License Number:** 02314673

**Date of Issue:** 03/29/2016



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **764815**

Entity **CORP**

Business Name **INNOVATIVE CONSTRUCTION  
SOLUTIONS**

Classification(s) **A HAZ C21**

Expiration Date **06/30/2017**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



STATE OF CALIFORNIA

# Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code  
and the Rules and Regulations of the Contractors State License Board,  
the Registrar of Contractors does hereby issue this license to:

## **INNOVATIVE CONSTRUCTION SOLUTIONS**

License Number 764815

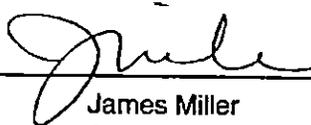
to engage in the business or act in the capacity of a contractor  
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR  
HAZ - HAZARDOUS SUBSTANCES REMOVAL  
C21 - BUILDING MOVING, DEMOLITION

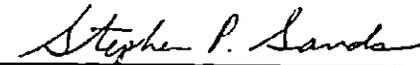
Witness my hand and seal this day,

November 3, 2010

**Issued June 22, 1999**



James Miller  
Board Chair



Stephen P. Sands  
Registrar of Contractors

This license is the property of the Registrar of Contractors,  
is not transferrable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or invalidated  
for any reason. It becomes void if not renewed.

STATE OF CALIFORNIA  
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD



*Building Quality*



## HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following individual person has successfully completed the hazardous substances removal and remedial actions examination.



Qualifier: **HIRAD EMADI**  
License No. **764815**  
Business Name

WITNESS my hand and official seal this

23 JULY 1999

INNOVATIVE CONSTRUCTION SOLUTIONS

Registrar of Contractors

13L-36 (12/97)

A-7874

**Item #2**

**Impacted Soil Excavation Work Plan**

**Attached**

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# **IMPACTED SOIL EXCAVATION WORK PLAN**

for the Project Site located at

**3000 E. Imperial Highway  
Lynwood, California**

---

Prepared for:

**City of Lynwood**  
11330 Bullis Road  
Lynwood, California 90262

Attention: Mr. Mike Poland  
Planning Manager

Prepared by:

**Innovative Construction Solutions**  
4011 W. Chandler Ave.  
Santa Ana, California 92704  
ICS Project: SC-16-1133

**June 30, 2016**

## **1.0 PRECONSTRUCTION ACTIVITIES**

### **1.1 Purpose of the Impacted Soil Excavation Work Plan**

Innovative Construction Solutions (ICS) has prepared this Impacted Soil Excavation Plan, hereafter referred to as the Excavation Work Plan, for the purpose of providing a detailed description of excavation activities to be implemented during the on-site remedial excavation activities of impacted soils at the 3000 E. Imperial Highway Project. The methods and procedures described in the Excavation Work Plan are intended to comply with all Federal, State, and local governing regulations.

### **1.2 Site Location and Description**

The 3000 E. Imperial Highway Project Site, hereinafter referred to the Project, is located on approximately 3.7 acres which is primarily surrounded by E. Imperial Highway to the north; State Street to the east; Beechwood Avenue to the south; and adjacent businesses and properties to the west.

### **1.3 General Work Activity Overview**

The work covered under this Soil Excavation Plan will involve the excavation, stockpiling, transportation and disposal of soil located in areas that have exhibited contamination by heavy metals and petroleum hydrocarbons. These areas were previously unknown and unidentified and were only discovered upon the demolition and removal of the concrete slab that covered the project site, which was performed under a Demolition Permit obtained from the City of Lynwood (City). During the course of slab demolition by ICS, Geosyntec Consultants was on-site monitoring the newly exposed soil to identify potentially impacted areas based on visual observation and through the use of direct read organic vapor analyzer (OVA) meter.

The impacted soil excavation activities at the site encompass various areas throughout site. The identified areas of concern and excavation have been defined and delineated by Geosyntec Consultants. Refer to Attachment A for *Figure 1– Approximate Extent of Excavations* for a drawing outlining the various areas to be addressed within this Excavation Work Plan. Areas to be addressed will include soils that are assumed to have been associated with former process, manufacturing, and assembly areas.

### **1.4 Personnel Health & Safety**

ICS considers safety and the prevention of accidents an integral part of it's operation. Under Federal, State and local law, ICS is responsible to provide a safe working environment, to protect life, health and safety of it's employees. Although providing safe-working conditions is primarily a management responsibility, safety and accident prevention can be accomplished only through coordinated efforts of all employees and on-site personnel. It is the policy of ICS for this project as with all of our projects, that if the task or service being undertaken cannot be done safely, that work is to be stopped until proper controls can be established.

ICS has prepared a Site-Specific Health & Safety Plan (SSHSP) for the completion of this project, which can be reviewed at any time in the ICS Superintendent work vehicle. Every worker on the Project Site will be required to read and sign an acknowledgment form and follow the SSHSP for the duration of the project. In addition, ICS will hold daily tailgate meetings for its employees prior to work commencement. Additionally, ICS will require that subcontractors be required to hold similar daily tailgate meetings covering their respective portion of the work. These meetings are designed to discuss the projected work schedule and prepare each worker for any potential hazards associated with the work activities. All personnel attending the safety meeting will be required to sign the safety-meeting log upon completion of the tailgate safety meeting. During the tailgate meetings, personnel will be reminded of site conditions and are encourage to participate with health and safety concerns.

## **2.0 PRECONSTRUCTION ACTIVITIES**

The following subsections will provide the ICS approach to this project including: preconstruction activities, excavation and stockpiling, loading and transportation, and backfill and compaction of excavated areas. The following outlines the services expected to be required for this project.

- Pre-Construction Activities

This activity will incorporate the development of project permitting and notifications, Health and Safety Planning, establishment of site controls, site coordination of personnel and equipment, establishment of on-site support facilities and project documentation.

- Excavation Activities

The coordination, excavation, and stockpiling of the impacted soils will be the most important aspect of this project. The establishment of site controls, coordination of waste haulers, and the overall perception of the surrounding community will take the highest priority for this project. By having good information at the beginning of the project and eliminating as many unknowns as possible, ICS will plan the project with the benefit of efficiently and effectively managing Health and Safety issues, personnel, equipment utilization, transportation and backfill.

- Loading and Transportation Activities

Stockpiles created as result of the remedial excavation activities will be sampled by Geosyntec Consultants for waste classification and profiling purposes. ICS will profile the waste to a properly licensed and permitted landfill facility that can accept the waste stream classification.

- Backfill and Compaction Activities

Once the excavations have been released by Geosyntec Consultants and M+D properties, backfill activities will be coordinated to return the subject area back to grade.

## **2.1 Temporary Facilities / Construction Control**

The site is currently secured by a chain link fence, with the primary construction access gate along Beechwood Avenue at the west side of the site. Adequate sanitary facilities will be provided for on-site employee use. Storage for tools, light equipment and appropriate signs will be provided by ICS.

## **2.2 Site Establishment**

Work areas will be secured and any equipment and materials necessary to complete the project will be moved to the facility and staged at predetermined locations within the work area. In addition, the following work areas will be established. In general, the work zones will include the following:

- Equipment and supplies staging areas
- Impacted soil stockpile locations
- Support areas

## **3.0 EXCAVATION AND STOCKPILING ACTIVITIES**

Excavation activities will commence after demolition and removal of the existing site slab has occurred. The excavation of impacted soils will be conducted in a manner that will allow Geosyntec Consultants the time to further characterize stockpiled waste material and/or further delineate excavation areas. This methodology will require the excavated soils to be temporarily staged on 6-mil visqueen sheeting until such time that the material is authorized for off-site disposal. With soils being stockpiled on-site, ICS will utilize a rubber-tired loader to load trucks with soil. The following subsections will further describe the field procedure and the methods that will be used to implement the remedial activities.

### **3.1 Notifications and Permitting**

ICS will obtain the permits required to complete the scope of work and/or notifications involved in the performance of work at the facility. The following is a brief description of agencies, which may be of concern.

- City of Lynwood: Excavation Permit
- Underground Service Alert of Southern California in accordance with California AB73

### **3.2 Excavation Extent and Methods**

Excavation will be implemented to address the removal of various contaminants impacting the soil throughout the Project site as identified and delineated by Geosyntec Consultants. The total in-place volume of soil that would be excavated and transported off-site from the excavations is estimated at 800-1,000 cubic yards (1,200-1,500 tons, assuming a 1.5 tons/cubic yard conversion factor) of impacted soil. These volumes are based on the approximate excavation areas illustrated in Attachment A, *Figure 1 – Approximate Extent of Excavations*.

### **3.3 Soil Handling Methods – Onsite Stockpiling**

The approximate horizontal extent of the impacted soil areas will be marked using stakes or marking paint to facilitate the excavation process. Excavation and stockpiling equipment to be utilized will consist of a track-mounted excavator with a bucket supported by a rubber-tired loader. The soil in question will be excavated and temporarily stockpiled adjacent to the excavation or transported to a pre-determined lay-down area. If needed, consolidation stockpile locations will be established for "like" material meeting specific waste stream characteristics. All stockpiled soil will be placed on and covered with 6-mil poly visqueen sheeting to prevent particulate emission and contaminant migration and erosion, in the case of a rain event.

During the excavation, all side slopes will be kept at an approximate 1:1 slope to ensure the safety of personnel, equipment, and the surrounding areas. Handling and monitoring of impacted soils will be in accordance with local South Coast Air Quality Control District regulations with respect to particulate or vapor emissions. Particulate suppressant is addressed in this scope of work by water provided by an on-site source as further discussed in the following Section 3.4. The extent of the excavations will be based on results of the soil sampling, visual observation (e.g., soil staining), field analysis, etc., as performed by Geosyntec representatives.

### **3.4 Control Measures**

During excavation and loading activities, personnel and equipment will be available to perform dust control measures as needed during operations. Dust suppression will be performed by lightly spraying or misting the work areas with water sprayed from a 2,000-gallon water truck. Water mist may also be used on soil placed in the transport trucks. Additionally, after the soil is loaded into the transport trucks, the load will be covered or tarped to prevent soil distribution or dust generation during transport from the site to the disposal facility.

While on the property, all vehicles will maintain slow speeds (i.e., less than 5 miles per hour) for safety purposes and for dust control measures. For dust control purposes, efforts will be made to minimize the soil drop height from excavator's bucket onto the soil pile and/or into the end-dump waste haulers.

### **3.5 VOC Air Monitoring During Excavation**

Volatile Organic Compounds (VOC) may be expected to be encountered. Air monitoring will be conducted using a direct-reading OVA during excavation and soil handling activities to measure for potential emissions. To mitigate off-site dust migration and resultant impact to neighboring properties, watering of the active excavation areas will be conducted throughout the excavation and backfill activities

### **3.6 Dust Monitoring**

The following Dust Monitoring Plan will be implemented to document that satisfactory dust control measures are being implemented during site activities. The measures presented herein will be implemented for the duration of site activities related to excavation of impacted soil, transportation and off-site disposal of the excavated material, and backfill of the excavations with clean fill material.

#### **Monitoring Scope and Methodology**

Geosyntec Consultants (Geosyntec) will conduct particulate monitoring for the remainder of site activities relating to the removal and disposal of stockpiled soil from the site. Monitoring shall be conducted for fugitive dust emissions, defined as particulate matter that has an aerodynamic diameter smaller than or equal to 10 microns (PM<sub>10</sub>). Monitoring at PM<sub>10</sub> dust monitoring locations will be performed using particulate air samplers for PM<sub>10</sub> dust monitoring.

Monitoring stations will be positioned along the property boundary upwind (one station) and downwind (two stations) relative to earth-disturbing activities during the excavation, loading, and backfill activities. The prevailing wind direction will be determined on a daily basis and will be based on local weather reports. The locations of the dust monitoring stations may be adjusted during the work day should wind conditions warrant. Each monitoring station will consist of a continuous monitoring device, such as a Thermo Anderson Data RAM4 or similar. The monitoring equipment will be battery powered and equipped with data-logging capability. Each device will be inspected and calibrated prior to the re-initiation of site activities in accordance with the manufacturer's specifications to ensure proper operation.

Dust monitoring stations will be set up and initiated a minimum of 10 minutes prior to the start of any earth disturbing work, and will collect and store PM<sub>10</sub> dust monitoring data at a minimum of every 10 minutes. Dust monitoring will continue for a minimum of 10 minutes after the conclusion of the daily activities.

#### **Monitoring Criterion and Fugitive Dust Response Actions**

Fugitive Dust is defined any solid particulate matter that becomes airborne, other than that emitted from an exhaust stack, directly or indirectly as a result of the activities of any person and that crosses the property line boundary. Fugitive dust emissions will be monitored based on the following monitoring criterion:

- Not-to-exceed limit of 50 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) of  $\text{PM}_{10}$  dust determined by simultaneous sampling as the difference between upwind and downwind high volume particulate matter samples.

The monitoring criterion applies to active operations when equipment is operating on the site in relation to the removal and disposal of stockpiled soil, and backfill of the excavations. If the monitoring criterion is exceeded during these times, site activities will be immediately halted and will not resume until adequate dust mitigation measures are applied within the active work area such that fugitive dust emissions are reduced to below the monitoring criterion.

### 3.7 Proposed Excavation Equipment

The following information is provided for the proposed equipment to be utilized in the completion of the proposed soil excavation activities.

Equipment Type	Operating Weight	Capacity
Hitachi 270 Excavator	60,000 lbs	2.5 yard bucket
Case 621F Wheel Loader	28,000 lbs	2.0 yard bucket
Bobcat T300 Skid Steer Loader	9,700 lbs	½-yard bucket
Water Truck	20,000 lbs	2,000 gallon

### 4.0 WASTE CHARACTERIZATION AND ANALYSIS

The objective of waste analysis is to characterize waste materials resulting from the waste generating scenarios to determine the appropriate waste disposal options. This characterization will be based on knowledge, observation, and laboratory analysis of waste materials. Excavated material will be disposed of at properly licensed disposal facility(s) permitted to accept the impacted soils.

## **5.0 TRANSPORTATION ACTIVITIES**

Impacted soil that will be removed from the site will be stockpiled and/or loaded into trucks for transportation to the designated disposal facility. It is anticipated that approximately 50-60 transport loads will be needed to transport the impacted soil from the site. This estimate is based on a truck capacity of approximately 24 tons of impacted soil.

### **5.1 Soil Transportation Mode**

Once contained securely within trucks, the soil will be transported to the designated disposal facility. While the soil is being loaded into the trucks, dust suppression will be performed by lightly spraying or misting the work areas with water. Water mist may also be used on soil placed in the trucks. After the soil is loaded into the trucks, the soil will be covered to prevent soil dispersal and/or dust generation during transport to the disposal facility.

All permitted facilities operate a certified weight station at their facility. As such, each transport vehicle will be weighed before offloading their payload. Weight tickets or bills of lading will be received by ICS after all the soil has been shipped offsite. Each truck driver will be provided with a Uniform Hazardous Waste Manifest or Non-Hazardous Waste Manifest identifying the waste type and classification that it is carrying.

### **5.2 Traffic Control and Loading Procedures**

During excavation activities, trucks will enter the Beechwood Avenue western gate along the south side property line. A flag person will be located at the site to assist the truck drivers safely onto and off of the site. Transporters will be in direct communication with the ICS Site Superintendent. As trucks are loaded and depart the site, other trucks will be brought to the work area for loading. While traveling around the work areas on unpaved surfaces, all vehicles will be required to maintain slow speeds (i.e., less than 5 miles per hour) for safety purposes and for dust control measures.

While the soil is being loaded into the transport vehicles, dust suppression will be performed by lightly spraying or misting the work areas with water. Efforts will be made to minimize the soil drop height from the excavator's or loader's bucket into the transport trucks. After the soil is loaded into the transport vehicles, the soil will be covered to prevent soil dispersion and/or dust generation during transport to the disposal facility.

Prior to exiting the site, transportation vehicle tires will be brushed to remove overburdened soil from areas of the truck that is not covered or protected. Before trucks leave the site, the ICS Site Superintendent will be responsible for inspecting each truck to ensure that the payloads are adequately covered, the trucks are cleaned of overburdened soil, and the soil is properly manifested.

Transport trucks will follow the designated haul route from the site exit to the 105 Freeway. This designated haul route is provided in Attachment B – Haul Route Plan.

### **5.3 Manifests and Record Keeping**

ICS shall prepare shipping papers for shipments of non-hazardous and hazardous materials in accordance with the requirements of 49 CFR Part 172, Subpart C and the Hazardous Materials Table in 49 CFR 172.101. Records and copies of waste characterization, waste profiles, manifests, and weight tickets will be maintained by ICS.

The Uniform Hazardous Waste Manifest form will be required at a minimum to include information such as:

- Name and address of the generator, transporter, and the destination facility.
- US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
- Waste quantity.
- Name and phone number of a contact in case of an emergency; and
- Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.

Records and copies of waste characterization, waste profiles, manifests, and weight tickets will be maintained by ICS. In addition, ICS will provide the City of Lynwood copies of all Non-Hazardous and Hazardous Waste Manifests utilized to transport waste from the site.

## **6.0 BACKFILL AND COMPACTION ACTIVITIES**

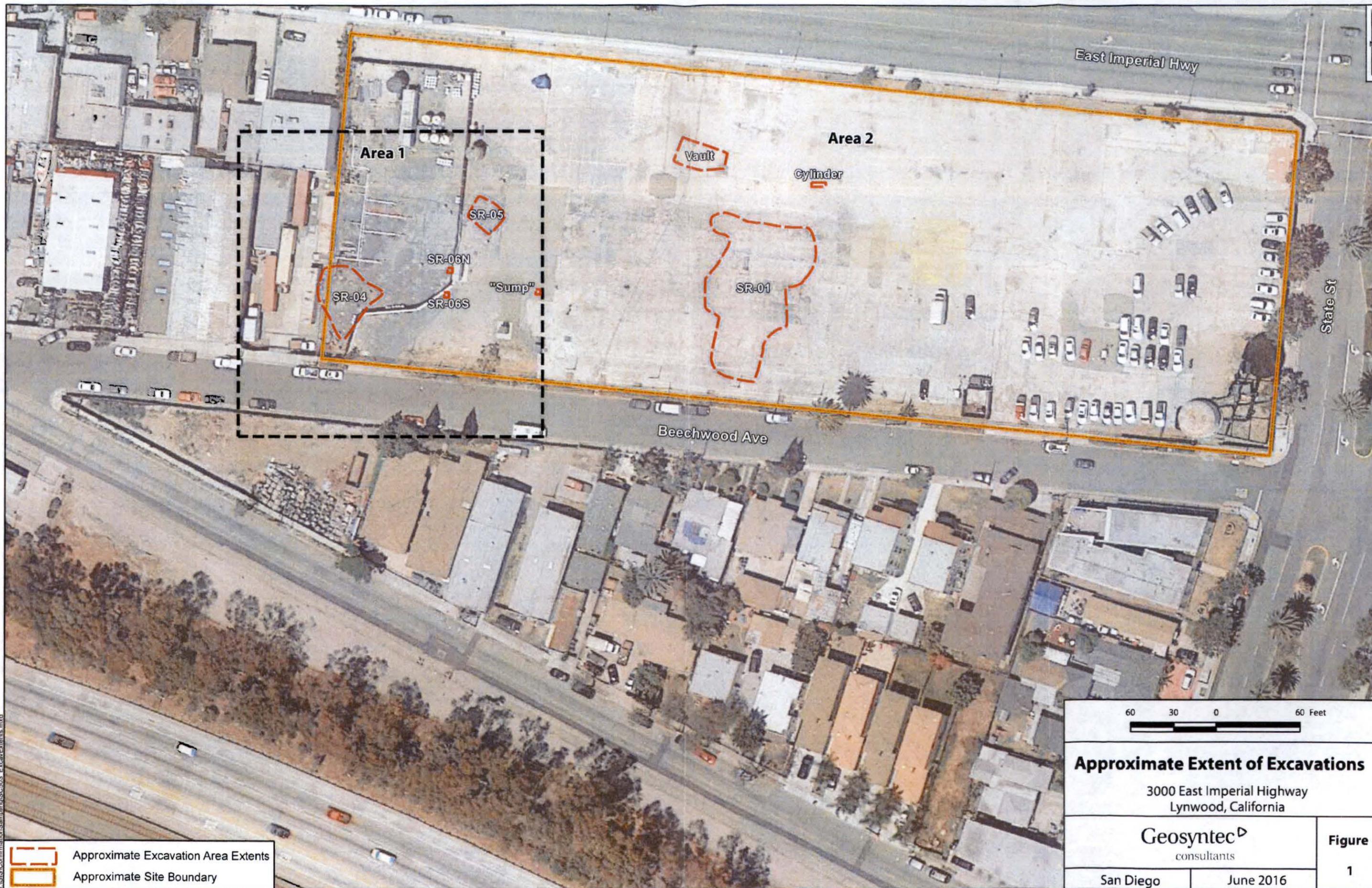
Upon review of the confirmatory sampling and/or approval to backfill by Geosyntec, M+D Properties, and the City of Lynwood per the permit requirements, ICS will coordinate the mobilization of equipment and fill material for the backfill and compaction of the excavated areas. Water will be applied as needed to provide that the moisture content is sufficient for compaction during infill into the excavation. ICS will import clean fill material to backfill excavations. ICS has provided documentation on the fill material source in Attachment C – Fill Material

Fill material will be placed in the excavation by standard industry equipment in 8" lifts and each lift must be compacted to 90 percent maximum dry density according to the Standard Proctor Test ASTM D698 or Modified Proctor Test ASTM D 1557. All excavations will be backfilled to surrounding existing grade. All backfill activities will proceed under the direction of a soils engineering firm and compaction report will be generated upon completion of the backfill.

# Attachment A

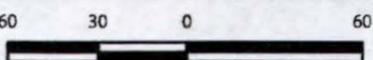
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Figure 1 - Approximate Extent of Excavations



J:\GIS\Confirmation\SanDiego\SC503\_Extent\Extent.mxd

-  Approximate Excavation Area Extents
-  Approximate Site Boundary

	
<b>Approximate Extent of Excavations</b> 3000 East Imperial Highway Lynwood, California	
Geosyntec <sup>®</sup> consultants	
San Diego	June 2016
<b>Figure</b> 1	

# Attachment B

---

Haul Route



4011 W. Chandler Avenue  
Santa Ana, CA 92704  
(714) 893-6366 Telephone  
(714) 893-5122 Facsimile  
License No. 764815 A-HAZ-C21  
www.ICInc.tv

**SITE:** 3000 E. Imperial Highway, Lynwood, CA



**Notes:** Flagman will be placed on Beechwood Avenue at ingress/egress point to control flow of truck traffic into and out of the project site.

Ingress/egress traffic will not obstruct the flow of traffic on Beechwood Avenue for the general public.



4011 W. Chandler Avenue  
Santa Ana, CA 92704  
(714) 893-6366 Telephone  
(714) 893-5122 Facsimile  
License No. 764815 A-HAZ-C21  
www.ICInc.tv

### INGRESS PATH OF TRAVEL



Site: 3000 E. Imperial Highway

Note: Vehicles entering the site will abide by the traffic flow indicated by the red arrows to access the site.  
Flagman will be placed on Beechwood Avenue at ingress point to control flow of truck traffic into the project site.  
Ingress traffic will not obstruct the flow of traffic on Beechwood Avenue for the general public.

# Attachment C

---

Fill Material



**Hanson**  
HEIDELBERGCEMENT Group

January 15, 2016

Lehigh Hanson Region West

Hanson Aggregates  
Irwindale Plant  
13550 Live Oak Ave  
Irwindale, CA 91706  
Tel 626.856.6700

**Subject: Hanson Irwindale Plant Aggregate Materials**

Dear Sir or Madam:

The Lehigh Hanson Irwindale, California plant (SMARA No. 91-19-0025) complies with the requirements of California Public Resources Code Section 2717(b). The aggregates extracted are derived from alluvium of the San Gabriel Mountains as deposited in the San Gabriel River basin. A petrographic examination performed in accordance with ASTM C295 indicates the aggregate materials are composed of igneous, metamorphic, and sedimentary rocks and minerals. These materials are principally granitic in origin with minor amounts of schist, diorite, gabbro and basalt.

Lehigh Hanson does not mine asbestos-containing minerals as defined by the U.S. E.P.A. Toxic Substances Act at its Irwindale, California plant. California Geologic Survey Open File Report 2000-019 indicates that neither asbestos nor ultramafic rocks occur in the area.

In Southern California, Lehigh Hanson does not mine ultramafic rock types that have been identified by the California Geological Survey (Open File Report 2000-019) as having the potential for naturally occurring asbestos.

The aggregate materials supplied to LAUSD from the Irwindale plant are produced from virgin materials and do not contain reclaimed or recycled materials. No chemical contaminants have been found in the deposit and no petroleum hydrocarbons or other regulated materials are incorporated in the production of the aggregate materials.

Sincerely,

Ashleigh Love, P.E.  
Quality Control Engineer



These data have been developed on the basis of information and tests of materials submitted to this laboratory which are assumed to be representative of the materials to be used. All test have been made in compliance with current ASTM or applicable methods of testing. ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN ARE EXCLUDED EXCEPT AS SET FORTH IN HANSON AGGREGATES' STANDARD TERMS AND CONDITIONS OF SALE. NO LIABILITY ARISING OUT OF THE USE OF THESE DATA WILL BE ASSUMED BY THIS CORPORATION



**SAND & GRAVEL INC.**

**800.522.0282 Dispatch**

**GET A QUOTE @ [www.wcsg.com](http://www.wcsg.com)**

**Date:** 4/22/2016

**Material:** Non Spec Fill Sand

**Plant:** HI

<u>Sieve Size</u>		<u>Weight</u>	<u>%Weight</u>	<u>% Passing</u>	<u>% Passing</u>
		<u>Retained</u>	<u>Retained</u>	<u>Required</u>	<u>Sample</u>
<u>Standard</u>	<u>Metric</u>				
2"	50 mm				
1 1/2"	37.5 mm				
1"	25 mm				
3/4"	19 mm				
1/2"	12.5 mm				
3/8"	9.5 mm				
#4	4.75 mm				98.0%
#8	2.36 mm				97.0%
#16	1.18 mm				96.0%
#30	600 um				92.0%
#50	300 um				72.0%
#100	150 um				42.0%
#200	75 um				19.0%
<b>Plasticity Index</b>	<b>Non-Plastic</b>				
<b>Expansion</b>					
<b>Classification</b>	<b>0</b>				
<b>SE</b>	<b>46</b>				
<b>PH</b>	<b>8.36</b>				
<b>* Material is considered "non spec" and the test results can vary</b>					
<b>* Some materials may segregate during transport</b>					



4011 W. Chandler Avenue  
Santa Ana, CA 92704  
(714) 893-6366 Telephone  
(714) 893-5122 Facsimile  
License No. 764815 A-HAZ-C21  
www.ICInc.tv

**EGRESS PATH OF TRAVEL**



**Site:** 3000 E. Imperial Highway

**Note:** Vehicles leaving the site will abide by the traffic flow indicated by the red arrows to access Highway 105 West.  
Flagman will be placed on Beechwood Avenue at egress point to control flow of truck traffic into and out of the project site.  
Ingress/egress traffic will not obstruct the flow of traffic on Beechwood Avenue for the general public.

**Item #3**

Response Plan Approval Letter from DTSC

Attached



*Linda S. Adams*  
Acting Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Deborah O. Raphael, Director  
9211 Oakdale Avenue  
Chatsworth, California 91311



*Edmund G. Brown Jr.*  
Governor

June 22, 2011

Mr. Steve Sacco, Vice-President  
Environmental Affairs, Sustainability & Real Estate  
Invensys  
33 Commercial Street, B51-2Z  
Foxboro, Massachusetts 02035

APPROVAL OF RESPONSE PLAN FOR 3000 EAST IMPERIAL HIGHWAY, LYNWOOD  
CALIFORNIA, LOS ANGELES COUNTY (SITE CODE: 301351)

Dear Mr. Sacco,

The Department of Toxic Substances Control (DTSC) approves the Draft Response Plan (RP) prepared by Geosyntec Consultants (March 2011). DTSC also prepared responses to public comments and filed the California Environmental Quality Act (CEQA) final Negative Declaration for the Project with the Governor's Office of Planning and Research. The RP was submitted in accordance with the Voluntary Cleanup Agreement, (Docket NO. HAS-CLRRRA 06/07-224) executed by DTSC and 3000 E. Imperial LLC on July, 10, 2007 pursuant to the California Land Reuse and Revitalization Act of 2004 (CLRRRA).

The Subject Property, which is the source of the contamination addressed in the RP, is located at 3000 East Imperial Highway in the City of Lynwood. For the purpose of the RP, the Site is defined as the impacted areas from known releases at the subject property to be addressed by the proposed remedies presented in the RP. The Site includes the 3.7-acre subject property, portions of the westerly adjacent Gonzales property, which is occupied by the Import Glass Corporation, and the eastern portion of the Vargas property (occupied by Vargas Custom Cabinets). The Site occupies a total area of approximately 4.2 acres. The Site is rectangular in shape, and is located in a mixed commercial/industrial and residential neighborhood. The Site is bounded to the north by East Imperial Highway, to the west by an auto body business and a single-family home, to the south by Beechwood Avenue, and to the east by State Street. The I-105 Freeway is located approximately one-quarter mile to the south of the Site.

Mr. Steve Sacco  
June 22 2011  
Page 2

Previous operations on the subject Site include the manufacturing of heat controls, aerospace parts and furniture. The RP specifies remedial action objectives and presents the general rationale and methodology for remediation of volatile organic compounds (VOC) and total petroleum hydrocarbons detected in soil, soil gas and groundwater, as well as a limited pocket of lead-impacted soil identified at the Site. Trichloroethylene (TCE) along with benzene, toluene, ethylbenzene and xylenes are the primary VOC contaminants of concern (COC) at the Site.

The RP remedial action objectives, which are consistent with the overall goal of property redevelopment under CLRRRA, are:

- to protect of human health by eliminating or minimizing potential exposure of workers and/or residents and nearby receptors to COCs;
- remediation of the impacted soil and groundwater to the extent practicable; and
- to limit the potential for soil COCs to leach to groundwater and limit the potential for further migration of COCs in groundwater in order to protect beneficial groundwater uses.

The RP proposes to use a soil vapor extraction system to clean soil and soil gas contamination. Excavation with off-site disposal may be used to clean up areas with high COC concentrations and for limited pockets of lead-impacted soil. The RP also proposes to use Enhanced In-Situ Bioremediation with Zero Valent Iron injections to address groundwater contamination.

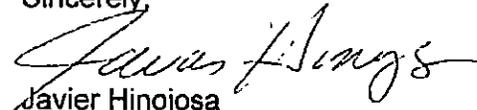
A 30-day public comment period for the RP was held from April 18, 2011 to May 19, 2011. DTSC received comments from one party during the public comment period. The comments were evaluated with respect to the RP and DTSC will forward the enclosed Responsiveness Summary to the party who submitted comments. DTSC determined that minor modification of the RP is necessary based on the comments received. Section 2 of the RP should be revised to include a description of the facilities that operated on the property and their manufacturing processes that may have been responsible for the contamination.

Please submit one electronic copy and two hardcopies of the revised RP to DTSC by July 18, 2011. In addition, please submit the RP Implementation Work Plan by September 30, 2011. The Implementation Work Plan should include copies of all required regulatory agency permits for construction and operation of soil vapor extraction systems, groundwater injection treatment, for soil disposal and for any proposed pilot studies.

Mr. Steve Sacco  
June 22 2011  
Page 3

Please contact Jose Diaz at (818) 717-6614, or email at [Jdiaz@dtsc.ca.gov](mailto:Jdiaz@dtsc.ca.gov), or me with any questions.

Sincerely,



Javier Hinojosa  
Unit Chief  
Brownfields & Environmental Restoration Program  
Southern California – Chatsworth Office

Enclosure

cc: Mr. Doug Riddle, Project Manager  
Contractor for Invensys  
61999 Yucca Road  
Mountain Center, California 92561

Mr. Chris Gale, Project Geologist  
Geosyntec Consultants  
10875 Rancho Bernardo Road  
Suite 200  
San Diego, California 92127



*Linda S. Adams*  
Acting Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Deborah O. Raphael, Director  
9211 Oakdale Avenue  
Chatsworth, California 91311



*Edmund G. Brown Jr.*  
Governor

June 22, 2011

### RESPONSIVENESS SUMMARY

**Project Title:** 3000 E. Imperial Highway, Response Plan

**Project Location:** 3000 E. Imperial Highway, Lynwood, California

**Contact Person:** Jose Diaz (818) 717-6614

In compliance with Health and Safety Code section 25356.1(e) (1) and the California Environmental Quality Act (CEQA), a public comment period was held from April 18<sup>th</sup> to May 19<sup>th</sup>, 2011. The purpose of the comment period was to provide the public with an opportunity to review and comment on the proposed cleanup activities described in the draft Response Plan and Negative Declaration proposed by the Department of Toxic Substances Control (DTSC) for the subject Project.

Written comments were received on the draft Response Plan and Negative Declaration, during the comment period. DTSC responses to the written comments are attached and included in Section 12 of the final RP.

**List of Revisions:** DTSC has fully reviewed and evaluated the comments received. The following sections of the RP were revised:

- Section 2. (Site Background) text was revised to include a description of past operations on the Site that resulted in the releases of contaminants to soil and groundwater.

**RESPONSIVENESS SUMMARY  
3000 E IMPERIAL HIGHWAY PROJECT  
LYNWOOD, CALIFORNIA**

**Comments from the City of Lynwood and Lynwood Redevelopment Agency**

The City of Lynwood ("City") and the Lynwood Redevelopment Agency ("Agency" and together with the City "Lynwood") have reviewed the April 2011 Fact Sheet and the related draft Response Plan ("Draft RP") prepared in connection with the remediation of contaminated soil and groundwater at 3000 East Imperial Highway, Lynwood, California (the "Site"). We have also reviewed the Draft Negative Declaration prepared in connection with the cleanup plan. We appreciate the opportunity to provide these comments on these documents.

Lynwood is supportive of the Department of Toxic Substances Control ("DTSC") in its efforts to foster remediation of contaminated properties in the City and within the Agency's project areas. Lynwood submits this letter to express two concerns about the Draft RP to DTSC.

Based on the discussion in DTSC's Fact Sheet, the contamination associated with the historic operations at the Site is impacting the Site, certain adjacent properties (listed in the Draft RP and the Negative Declaration), and groundwater extending a considerable distance from the Site. The Fact Sheet describes a plume of solvent impacted groundwater extending some 900 feet southwest from the Site. Section 2.1 of the Draft RP notes that the 1-105 Freeway is approximately 400 feet south of the Site. Combining those two figures, the groundwater plume emanating from the Site extends several hundred feet south of the freeway, roughly half way to one of the City's drinking water wells.

However, neither the Fact Sheet, the Draft RP, nor the Negative Declaration explains the impacts this plume is having or could be expected to have on the properties above the plume. The width of the plume also is not described, so that the total extent of impacted, overlying properties cannot be assessed. Many of the overlying properties are residential, and from the outside some appear to be used for day care services. The Fact Sheet indicates that there is no immediate health risk from the contamination (and we certainly hope that is the case), but we did not see in the Draft RP any specific discussion about potential impacts from this off-site groundwater plume. Of more concern, we did not see a Remedial Action Objective that clearly called for this off-site plume to be cleaned up. By the same token, the Negative Declaration does not disclose that the plume is to be left without remediation, which surely would be an impact necessitating discussion if that were part of the "project."

In any event, Lynwood feels strongly that the off-site contamination should not be ignored. Indeed, Lynwood believes this off-site contamination must be cleaned up in a thorough fashion. We assume that the off-site plume is not discussed at much length because (1) the Draft RP is only the first part of a multi-phase process and (2) a

subsequent phase of the process will bring about timely and full remediation of the offsite contamination, including potential impacts on downgradient properties and the City's well.

Lynwood respectfully asks that its understanding be confirmed by DTSC when the response to comments document is prepared. Further, if for any reason DTSC is not planning to compel the historic responsible party(ies) to address the off-site contamination emanating from the Site, Lynwood requests that the comment period be extended so that it can submit comments more specifically addressing the off-site contamination and the remediation of that contamination.

Our second concern arises from the somewhat inconsistent discussion in the Draft RP of land use at and near the Site. There obviously is considerable residential land use in the immediate vicinity of the Site. In some places, the Draft RP acknowledges that the eventual redevelopment of the Site itself may involve residential use. But in other places it seems to assume that there will be no residential use. That lack of clarity is compounded by the fact that the Draft RP does not acknowledge that some commercial uses are, in fact, "sensitive uses" (e.g., day care centers), requiring cleanup to standards comparable to residential use standards. The Draft RP needs to account for residential and other sensitive land uses at and near the Site.

Further, as the Department knows from its work on brownfield sites around the state, land use evolves over time, sometimes quickly. Thus it is always prudent to do a thorough cleanup the first time. A thorough cleanup is almost always more consistent with DTSC's approach to environmental justice issues. In light of all those considerations, Lynwood encourages DTSC to require a cleanup at the Site (and offsite) that will accommodate the full range of uses that could reasonably be made of the Site and the surrounding properties, including but not limited to residential and other so called sensitive uses.

***Response:*** *The actions proposed in the RP focus primarily on cleaning up the soil, soil gas and groundwater contamination that is clearly attributable to releases at the property as described in Section 2.1 of RP. The Fact Sheet should have specified the fact that actions being proposed in the RP are limited to cleaning up those areas depicted in Figure 5 which extend approximately 150 feet southwest of the property line. Off-site groundwater contamination which extends south of 105 Freeway, approximately 900 feet south of the property boundary will not be ignored. To date, several investigations have been conducted to define the nature and extent of off-site groundwater contamination attributed to the Site. Review of the most recent investigation data suggests that there may be an additional contamination source located off-site of the 3000 E Imperial Highway Property. This specific off-site source has not yet been identified. However, as outlined in the RP, Figures 6 and 7, the proposed remedies will be designed to capture off-site impacts in soil gas and groundwater, approximately 150 feet from the southern and western property lines. DTSC will continue to work with current and potential responsible parties (PRPs) to*

*identify whether contamination is originating from another nearby site, and if there are regional groundwater impacts contributing to the 3000 E Imperial Site plume.*

*DTSC is aware of the different land uses in the vicinity of the Site. Specifically, DTSC recognizes daycare centers (commercial or non-commercial) as a sensitive land use and will ensure that off-property contamination is cleaned up to protect current and future occupants of the neighboring properties from exposure to any of the contaminants emanating from the plume. Based on a preliminary evaluation of chemical concentrations in off-property soil vapor and groundwater and depth to groundwater, there is no risk to property occupants in the vicinity of the property. However, DTSC will continue to work with current and PRPs to identify whether contamination is originating from another nearby site, and if there are regional groundwater impacts contributing to the 3000 E Imperial Site plume.*

*Insofar as the Site remedial action objectives, the property owner has proposed a number of land-use scenarios including mixed-use; however, formal development plans have not been presented to DTSC. The remedial action objectives of the RP are consistent with DTSC's mission to protect human health and the environment. DTSC does not provide guidance to cities on land use designation, DTSC works closely with project proponents and stakeholders to ensure that cleanup goals for a property are established in accordance with its current or proposed land use designation. After implementation of the clean up strategy, DTSC will determine whether the remedial action objectives were achieved, the environmental conditions at the property are acceptable for its intended use or if additional cleanup actions may be necessary. The current remedial action objectives were established for the current and envisioned Site land use, consistent with the California Land Use and Revitalization Act of 2004. Multi-media site specific cleanup goals for the various land use scenarios will be developed and included in the Implementation Work plan to help guide the remedial activities. In addition, a post remediation human health risk assessment will be prepared to determine the remedial actions effectiveness in consideration of the proposed land use at the time.*

*DTSC will ensure that off-property contamination is cleaned up to protect current and future occupants of the neighboring properties from exposure to any of the contaminants emanating from the plume. Continuous updates on the progress of the cleanup of the 3000 E Imperial Highway property and off-property groundwater investigation will be provided to the City and the Agency.*

*DTSC determined that minor modification of the RP is necessary based on the comments received. Section 2 of the RP will be revised to include a description of the facilities that operated on the property and their manufacturing processes that may have been responsible for the contamination. DTSC held a 30-day public comment period and received one set of comments that have been carefully considered and addressed. DTSC will approve the RP with minor modifications and implement and the cleanup as soon as possible, as the cleanup is necessary to prevent further migration of the contaminant plume.*

## Item #4

### Name/Address of Generator, Transporter, and Destination

---

Generator: Robertshaw Controls Company  
70 Mechanic Street  
Foxboro, MA 02043

Transporter: Hoyt Transportation  
28245 El Toro Cut Off Road  
Lake Elsinore, CA 92532

Destination: Non-RCRA Hazardous Waste Disposal  
La Paz Landfill (Republic Services)  
26999 Hwy 95, Mile Post 128  
Parker, AZ 85344

Non-Hazardous Waste Disposal  
Chiquita Canyon Landfill  
29201 Henry Mayo Drive  
Castaic, CA 91384

**Item #5**

**US DOT Waste Description and Associated Hazards**

**Non-RCRA Hazardous Waste Solid**

**Hazards: Heavy Metals (Copper and Lead)**

**Non-Hazardous Waste Solid**

**Hazards: Low level heavy metals and hydrocarbons**

**Item #6**  
**Waste Quantities**

Non-RCRA Hazardous Waste Solid

Estimated Quantity: 167 cubic yards (250 tons)

Non-Hazardous Waste Solid

Estimated Quantity: 667 cubic yards (1,000 tons)

**Item #7**

**Emergency Contact Information**

---

**Innovative Construction Solutions:**

Aaron Teague (Superintendent): (714) 715-5285

Brian Laurin (Project Manager): (909) 743-9566

**Geosyntec:**

Chris Gale (Consultant): (858) 716-2915

**Item #8**

**US EPA Hazardous Generator Number**

**Generator: Robertshaw Controls Company**

**US EPA ID Number: CAD982474702**



**Matthew Rodriguez**  
Secretary for  
Environmental Protection

## Department of Toxic Substances Control

**Barbara A. Lee, Director**  
1001 I Street  
P.O. Box 806  
Sacramento, CA 958120806



**Edmund G. Brown Jr.**  
Governor

### EPA ID PROFILE

Map  
ID Number: CAD982474702  
Name: ROBERTSHAW CONTROLS COMPANY  
County: LOS ANGELES  
NAICS: N/A

	Name	Address	City	State	Zip Code	Phone
Location	ROBERTSHAW CONTROLS COMPANY	3000 E IMPERIAL HWY	LYNWOOD	CA	902620000	
Mailing		33 COMMERCIAL ST B51-2Z	FOXBORO	MA	020350000	
Owner	ROBERTSHAW CONTROLS COMPANY	33 COMMERCIAL ST B51-2Z	FOXBORO	MA	020355309	5085494285
Operator/Contact	DUANE WANTY	33 COMMERCIAL ST B51-2Z	FOXBORO	MA	02035	5085496004

Based Only Upon ID Number: CAD982474702

Calif. Manifests?	Non Calif. Manifests?	Transporter Registration?
Yes	Yes	INACTIVE

**California and Non California Manifest Tonnage Total and Waste Code by Year Matrix by Entity Type (if available) are on the next page**

### Calif. Manifest Counts and Total Tonnage

Top line represents Manifest Count and Bottom line represents Total Tonnage

Year	Generator	Trans. 1	Trans. 2	TSDf	ALT. TSDf
1995	9 108.55040	0 0.00000	0 0.00000	0 0.00000	0 0.00000
1999	1 0.34800	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2000	3 1.01450	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2004	2 0.34800	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2005	2 0.45870	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2011	10 74.57550	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2012	20 28.39302	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2013	23 50.55670	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2014	9 30.59415	0 0.00000	0 0.00000	0 0.00000	0 0.00000
2015	3 0.72714	0 0.00000	0 0.00000	0 0.00000	0 0.00000

**Non California Manifest Total Tonnage**

YEAR	GENERATOR	TRANS. 1	TRANS. 2	TSDf
1995	0.44400	0.00000	0.00000	0.00000

Waste Code Matrix					
California	Generator	Trans. 1	Trans. 2	TSDf	Alt. TSDf
RCRA	Generator	Trans. 1	Trans. 2	TSDf	Alt. TSDf

Waste Code Matrix as a spreadsheet

The Department of Toxics Substances Control (DTSC) takes every precaution to ensure the accuracy of data in the Hazardous Waste Tracking System (HWTS). However, because of the large number of manifests handled, inaccuracies in the submitted data, limitations of the manifest system and the technical limitations of the database, DTSC cannot guarantee that the data accurately reflect what was actually transported or produced.

Report Generation Date: 06/30/2016

**Item #9**

Insurance Certificate naming City of Lynwood as  
Additionally Insured

Attached

Client#: 22600

INNOCONS

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins Agency LLC 101 Enterprise #330 Lic0H18131 Aliso Viejo, CA 92656	<b>CONTACT NAME:</b> Nicole Crudup <b>PHONE (A/C, No, Ext):</b> 949-544-8461 <b>E-MAIL ADDRESS:</b> Nicole.Crudup@barneyandbarney.com	<b>FAX (A/C, No):</b> 858-909-9673
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Innovative Construction Solutions (ICS) 4011 W. Chandler Ave. Santa Ana, CA 92704	<b>INSURER A:</b> AXIS Surplus Insurance Company	<b>NAIC #</b> 26620
	<b>INSURER B:</b> Zurich American Insurance Compa	<b>16535</b>
	<b>INSURER C:</b> American Fire & Casualty Compan	<b>24066</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr.Poll Liability <input checked="" type="checkbox"/> Ded - \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ELZ787536012016	05/27/2016	10/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2BAA1656540101	05/27/2016	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELZ787537012016	05/27/2016	10/01/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC551375101	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Claims Made Form			ELZ787536012016	05/27/2016	10/01/2017	Each Claim - \$1,000,000 Deductible - \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Lynwood, its officers, agents and employees are named as additional insured, where required by written contract, per the attached.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lynwood 11330 Bullis Road Lynwood, CA 90262	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Nicole Crudup</i>
---	---

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INSURED: Innovative Construction Solutions (ICS)

POLICY #: ELZ787536012016

POLICY PERIOD: 05/27/2016

TO 10/01/2017

**ADDITIONAL INSURED/PRIMARY COVERAGE  
INCLUDING COMPLETED OPERATIONS (COVERAGES A, B & D)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the Specialty Package Policy.

In consideration of the premium charged, it is agreed that:

SECTION III - WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the schedule below as respects Coverages A, B and D, but only for liability arising out of **Your Work or Covered Operations** performed by you or on your behalf for that Additional Insured and not due to any actual or alleged independent liability of said Additional Insured.

This endorsement does not apply to **Bodily Injury, Property Damage or Loss** arising out of the sole negligence or willful conduct of, or for defects in design furnished by the Additional Insured.

As respects the coverage afforded the Additional Insured, this Insurance is primary and non-contributory where a written contract or written agreement in effect prior to any related **Claim** requires you to provide such coverage. When this insurance is primary and non-contributory, our obligations are not affected by any other insurance carried directly by such additional insured whether it is primary or excess coverage.

However, regardless of the provisions above:

We will not extend any insurance coverage to the additional Insured person or organization:

- (1) That is not provided to you in this Policy; or
- (2) That is broader coverage than you are required to provide to the additional Insured person or organization in the written contract or written agreement.

This endorsement does not increase the Company's Limits of Insurance as specified in the Declarations of the Policy.

**SCHEDULE OF ADDITIONAL INSUREDS**

As required by written contract in effect prior to any related Claim

**Item #10**

Non-RCRA Hazardous Waste Manifests

Transported on June 8, 2016

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Republic Services La Paz Profile Approval Attached

10 Hazardous Waste Manifests Attached



Republic Services, Inc.

18500 N. Allied Way, Phoenix, AZ 85054

**SPECIAL WASTE DEPARTMENT DECISION**

	Waste Profile # 5124168657	Expiration Date 5/24/2017	
I. Decision Request:	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Recertification <input type="checkbox"/> Change		
Disposal Facility: 5124 - La Paz County Landfill			
Generator Name: Robertshaw Controls Company			
Generator Site Address: 3000 E Imperial Highway			
City: Lynwood	County:	State: CA	Zip:
Name of Waste: Non RCRA Hazardous Waste Solid			
Estimated Annual Volume: 250 Tons			

II. Special Waste Department Decision:     Approved     Rejected

Management Method(s):     Landfill     Solidification     Bioremediation     Transfer Facility

Problematic Special Waste according to Republic?     Yes     No

If yes, which one? \_\_\_\_\_

Approved by Special Waste Review Committee?     Yes     No     Not Applicable

**Precautions, Conditions or Limitations on Approval**

Special Waste Analyst Signature: \_\_\_\_\_  
Date: 5/24/2016

Name (Printed): Suzanne Glass

III. Facility Decision:     Approved     Rejected

**Precautions, Conditions or Limitations on Approval**

By signing below, the General Manager or Designee agrees that a fully executed Special Waste Service Agreement is on file for this profile and that the special waste file is complete.

General Manager or Designee: \_\_\_\_\_  
Date: 5/24/2016

Name (Printed): Dean Pankowski

14041 34

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

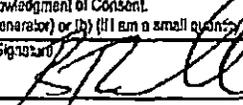
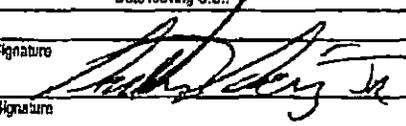
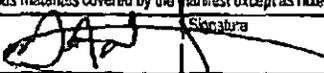
Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAD982474702	2. Page 1 of 1	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 014331574 JJK		
5. Generator's Name and Mailing Address Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 Generator's Phone: (508) 549-6004 Attn: Duane Warty				Generator's Site Address (if different than mailing address) Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262			
6. Transporter 1 Company Name <i>Hand Transportation Inc</i>				U.S. EPA ID Number <i>60981425853</i>			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256 Facility's Phone:				U.S. EPA ID Number			
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
		No.	Type				
1.	Non-RCRA Hazardous Waste Solid	001	DT	18	Y	611	
2.							
3.							
4.							
14. Special Handling Instructions and Additional Information Soil: 98-100% Waste Profile Number: 5124-16-8657 Debris: 0-2% Wear appropriate Personal Protective Equipment as necessary							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offeror's Printed/Typed Name BRIAN ROCKWELL (on behalf of Robertshaw Controls Company)				Signature <i>[Signature]</i>		Month Day Year 6 8 10	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____ Transporter signature (for exports only): _____							
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name <i>[Signature]</i> Signature Month Day Year 6 8 10 Transporter 2 Printed/Typed Name Signature Month Day Year							
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____							
18b. Alternate Facility (or Generator) Facility's Phone: _____				U.S. EPA ID Number			
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. <i>H132</i>		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name <i>[Signature]</i> Signature Month Day Year 6 8 10							

11047 270

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>CAD982474702</b>	2. Page 1 of <b>1</b>	3. Emergency Response Phone <b>(800) 424-9300</b>	4. Manifest Tracking Number <b>014331575 JJK</b>			
5. Generator's Name and Mailing Address <b>Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043</b>				Generator's Site Address (if different than mailing address) <b>Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262</b>				
Generator's Phone: <b>(508) 549-6004. Attn: Duane Warty</b>				U.S. EPA ID Number <b>CAD981425853</b>				
6. Transporter 1 Company Name <b>Holt Transportation Inc</b>				U.S. EPA ID Number				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address <b>La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344</b>				U.S. EPA ID Number				
Facility's Phone: <b>(928) 916-1256</b>								
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt/Vol	13. Waste Codes		
		No.	Type					
1.	<b>Non-RCRA Hazardous Waste Solid</b>	<b>001</b>	<b>DT</b>	<b>18</b>	<b>Y</b>	<b>611</b>		
2.								
3.								
4.								
14. Special Handling Instructions and Additional Information <b>Soil: 98-100% Waste Profile Number: 5124-16-8657</b> <b>Debris: 0-2% Wear appropriate Personal Protective Equipment as necessary</b>								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/picarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 282.27(n) (if I am a large quantity generator) or (h) (if I am a small quantity generator) is true.								
Generator's/Offeror's Printed/Typed Name <b>BRIAN ROCKWELL (on behalf of Robertshaw Controls Company)</b>				Signature 		Month <b>6</b>	Day <b>8</b>	Year <b>16</b>
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name <b>Anthony Sainz Jr</b>				Signature 		Month <b>6</b>	Day <b>8</b>	Year <b>16</b>
Transporter 2 Printed/Typed Name				Signature		Month	Day	Year
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
18b. Alternate Facility (or Generator)				Manifest Reference Number				
Facility's Phone:				U.S. EPA ID Number				
18c. Signature of Alternate Facility (or Generator)						Month	Day	Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1	<b>H132</b>	2.	3.	4.				
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a				Signature 		Month <b>6</b>	Day <b>8</b>	Year <b>16</b>

1041 310

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Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAD982474702	2. Page 1 of 1	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 014331576 JJK		
5. Generator's Name and Mailing Address Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 Generator's Phone: (508) 549-6004 Attn: Diane Wenty				Generator's Site Address (if different than mailing address) Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262			
6. Transporter 1 Company Name TRANSPORTATION INC				U.S. EPA ID Number CAD98425853			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256 Facility's Phone:				U.S. EPA ID Number			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
			No.	Type			
	1	Non-RCRA Hazardous Waste Solid	001	DT	18	Y	611
	2						
	3						
14. Special Handling Instructions and Additional Information Soil: 98 -100% Waste Profile Number: 5124-16-8657 Debris: 0 -2% Wear appropriate Personal Protective Equipment as necessary							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(e) (if I am a large quantity generator) or (f) (if I am a small quantity generator) is true.							
Generator's/Offeror's Printed/Typed Name BRIAN ROCKWELL (on behalf of Robertshaw Controls Company)				Signature <i>[Signature]</i>		Month Day Year 6 8 16	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____							
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name MAXIE R MCINTOSH				Signature <i>[Signature]</i>		Month Day Year 6 8 16
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
DESIGNATED FACILITY	18. Discrepancy						
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
	Manifest Reference Number: _____						
18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H132		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a							
Printed/Typed Name DAN				Signature <i>[Signature]</i>		Month Day Year 6 8 16	

HOYT 330

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAD982474702	2. Page 1 of 1	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 014331577 JJK					
5. Generator's Name and Mailing Address Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 Generator's Phone: (508) 549-6004 Attn: Duane Wentz				Generator's Site Address (if different than mailing address) Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262						
6. Transporter 1 Company Name HOYT TRANSPORTATION-INC				U.S. EPA ID Number XCAD981425055						
7. Transporter 2 Company Name				U.S. EPA ID Number						
8. Designated Facility Name and Site Address La Paz Landfill 26999 Hwy. 95, Mile Post 128, Parker, AZ 85344 Facility's Phone: (928) 916-1256				U.S. EPA ID Number						
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
	1	Non-RCRA Hazardous Waste Solid		001 DT		18	Y	611		
	2									
	3									
	4									
14. Special Handling Instructions and Additional Information Soil: 98 -100% Waste Profile Number: 5124-16-8657 Debris: 0 -2% Wear appropriate Personal Protective Equipment as necessary										
15. GENERATOR/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.										
Generator's/Offoror's Printed/Typed Name BRIAN ROCKWELL (on behalf of Robertshaw Controls Company)				Signature 			Month Day Year 6 5 16			
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____										
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials									
	Transporter 1 Printed/Typed Name X JUAN ALVARADO				Signature 			Month Day Year 6 8 16		
Transporter 2 Printed/Typed Name				Signature			Month Day Year			
18. Discrepancy										
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection										
18b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number _____										
DESIGNATED FACILITY	Facility's Phone: _____									
	18c. Signature of Alternate Facility (or Generator)							Month Day Year		
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H132		2.		3.		4.				
20. Designated Facility Owner or Operator Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a										
Printed/Typed Name				Signature 			Month Day Year 6 8 16			

1047 340

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Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAD982474702	2. Page 1 of 1	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 014331578 JJK						
5. Generator's Name and Mailing Address Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 (508) 549-6004 Attn: Duane Warty				Generator's Site Address (if different than mailing address) Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262							
6. Transporter 1 Company Name KHAYT TRANSPORTATION INC.		U.S. EPA ID Number KCAD981425853		7. Transporter 2 Company Name							
8. Designated Facility Name and Site Address La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256		U.S. EPA ID Number									
9a. HM		9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes			
1		Non-RCRA Hazardous Waste Solid		001 DT		18	Y	611			
2											
3											
4											
14. Special Handling Instructions and Additional Information Seal: 98-100% Waste Profile Number: 5124-16-8657 Debris: 0-2% Wear appropriate Personal Protective Equipment as necessary											
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.											
Generator's/Officer's Printed/Typed Name BRIAN ROCKWELL (on behalf of Robertshaw Controls Company)								Signature [Signature]		Month Day Year 16 18 16	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____											
17. Transporter Acknowledgment of Receipt of Materials											
Transporter 1 Printed/Typed Name JOHN BLANCHARD				Signature [Signature]				Month Day Year 16 18 16			
Transporter 2 Printed/Typed Name				Signature				Month Day Year			
18. Discrepancy											
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection											
Manifest Reference Number: _____											
18b. Alternate Facility (or Generator)				U.S. EPA ID Number							
Facility's Phone: _____											
18c. Signature of Alternate Facility (or Generator)								Month Day Year			
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)											
1. H132		2.		3.		4.					
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 18a								Printed/Typed Name		Signature	
[Signature]								Month Day Year		6 8 16	

ZPCA 1509

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Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAD 982474702	2. Page 1 of	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 014331579 JJK		
5. Generator's Name and Mailing Address Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 Generator's Phone: (508) 549-6004 Attn: Duane Wauty				Generator's Site Address (if different than mailing address) Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262			
6. Transporter 1 Company Name X ZEPEDA BROTHERS TK6		U.S. EPA ID Number X CA 000184143		7. Transporter 2 Company Name U.S. EPA ID Number			
8. Designated Facility Name and Site Address La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256 Facility's Phone:				U.S. EPA ID Number			
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt/Vol.	13. Waste Codes	
1	Non-RCRA Hazardous Waste Solid	001	DT	18	Y	611	
2							
3							
4							
14. Special Handling Instructions and Additional Information Soil: 98-100% Waste Profile Number: 5124-16-8657 Debris: 0-2% Wear appropriate Personal Protective Equipment as necessary							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(e) (if I am a large quantity generator) or (f) (if I am a small quantity generator) is true.							
Generator's/Offero's Printed/Typed Name BRIAN ROCKWELL (on behalf of Robertshaw Controls Company)						Signature [Signature] Month Day Year 6 9 16	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____ Transporter signature (for exports only): _____							
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name X HENRY ZEPEDA Signature X Henry Zepeda Month Day Year 10 18 16 Transporter 2 Printed/Typed Name Signature Month Day Year							
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____ U.S. EPA ID Number							
18b. Alternate Facility (or Generator) Facility's Phone: _____						U.S. EPA ID Number	
18c. Signature of Alternate Facility (or Generator) Month Day Year							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.	H13Z	2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name [Signature] Signature Month Day Year 6 8 16							

CANDY 5427

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAD 982474702	2. Page 1 of 1	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 014331580 JJK		
5. Generator's Name and Mailing Address Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 (508) 549-6004 Attn: Duane Wanty				Generator's Site Address (if different than mailing address) Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262			
6. Transporter 1 Company Name Candy Trucking				U.S. EPA ID Number KCA1 000321248			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256				U.S. EPA ID Number			
Facility's Phone:							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
		No.	Type				
1.	Non-RCRA Hazardous Waste Solid	001	DT	18	Y	611	
2.							
3.							
4.							
14. Special Handling Instructions and Additional Information Soil: 98-100% Waste Profile Number: 5124-16-8657 Debris: 0-2% Wear appropriate Personal Protective Equipment as necessary							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Officer's Printed/Typed Name BRIAN ROCKWELL (on behalf of Robertshaw Controls Company)				Signature <i>[Signature]</i>		Month Day Year 16 8 16	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/out: Date leaving U.S.:							
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name: Jose Galvez Signature: <i>[Signature]</i> Month Day Year: 16 8 16 Transporter 2 Printed/Typed Name: Signature: Month Day Year:							
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number:							
18b. Alternate Facility (or Generator) Facility's Phone:				U.S. EPA ID Number			
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.	H132	2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name: Signature: Month Day Year: 16 8 16							

*KOLAMF TRK #731*

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Form Approved. OMB No. 2050-0039

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>CA D 982474702</b>	2. Page 1 of	3. Emergency Response Phone No. <b>(800) 424-9300</b>	4. Manifest Tracking Number <b>014331581 JJK</b>	
5. Generator's Name and Mailing Address <b>Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 (508) 549-6004 Attn: Duane Warty</b>			Generator's Site Address (if different than mailing address) <b>Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262</b>			
6. Transporter 1 Company Name <b>X ROCIAMI Trucking</b>		U.S. EPA ID Number <b>CA R000191015</b>		7. Transporter 2 Company Name		
8. Designated Facility Name and Site Address <b>La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256</b>		U.S. EPA ID Number				
Facility's Phone:						
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol
			No.	Type		
	1.	<b>Non-RCRA Hazardous Waste Solid</b>	<b>001</b>	<b>DT</b>	<b>18</b>	<b>Y</b>
	2.					
	3.					
4.						
14. Special Handling Instructions and Additional Information <b>Soil: 98 -100% Waste Profile Number: 5124-16-8657 Debris: 0 -2% Wear appropriate Personal Protective Equipment as necessary</b>						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable International and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name <b>BRIAN ROCKWELL</b> (on behalf of Robertshaw Controls Company)					Signature <i>[Signature]</i>	Month Day Year <b>6 8 16</b>
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name <b>X Ignacio M del Cury</b>					Signature <i>[Signature]</i>	Month Day Year <b>6 8 16</b>
Transporter 2 Printed/Typed Name					Signature	Month Day Year
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number:						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
18c. Signature of Alternate Facility (or Generator)					Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. <b>H132</b>		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name <b>[Signature]</b>					Signature <i>[Signature]</i>	Month Day Year <b>6 8 16</b>

S+V SZ

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAD982474702	2. Page 1 of 1	3. Emergency Response Phone No. (800) 424-9300	4. Manifest Tracking Number 014331582 JJK		
5. Generator's Name and Mailing Address Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 (508) 549-6004 Attn: Duane Wauty				Generator's Site Address (if different than mailing address) Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262			
6. Transporter 1 Company Name X SEV TRUCKING		U.S. EPA ID Number KCAR000187831					
7. Transporter 2 Company Name		U.S. EPA ID Number					
8. Designated Facility Name and Site Address La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256				U.S. EPA ID Number			
Facility's Phone:							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. L/U/L W/L/Vol.	13. Waste Codes	
		No.	Type				
	1. Non-RCRA Hazardous Waste Solid	001	DT	18	Y	611	
	2.						
	3.						
	4.						
14. Special Handling Instructions and Additional Information Soil: 98 -100% Waste Profile Number: 5124-16-8657 Debris: 0 -2% Wear appropriate Personal Protective Equipment as necessary							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations, if export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offeror's Printed/Typed Name BRAN ROCKWELL (on behalf of Robertshaw Controls Company)				Signature <i>[Signature]</i>		Month Day Year 6 8 16	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name SERGIO BUENRASTRO				Signature <i>[Signature]</i>		Month Day Year 06 08 16	
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number							
18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Receipt Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H132		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a							
Printed/Typed Name DAN				Signature <i>[Signature]</i>		Month Day Year 6 8 16	

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>CA 982474702</b>	2. Page 1 of 1	3. Emergency Response Phone <b>(800) 424-9300</b>	4. Manifest Tracking Number <b>014331583 JJK</b>		
5. Generator's Name and Mailing Address <b>Robertshaw Controls Company 70 Mechanic St., Foxboro, MA, 02043 (508) 549-6004 Attn: Duane Wanty</b>			Generator's Site Address (if different than mailing address) <b>Robertshaw Controls Company 3000 E. Imperial Hwy., Lynwood CA 90262</b>				
6. Transporter 1 Company Name <b>Medwa Trucking</b>		U.S. EPA ID Number <b>CA000055752</b>					
7. Transporter 2 Company Name		U.S. EPA ID Number					
8. Designated Facility Name and Site Address <b>La Paz Landfill 26999 Hwy 95, Mile Post 128, Parker, AZ 85344 (928) 916-1256</b>					U.S. EPA ID Number		
Facility's Phone:							
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt/Vol.	13. Waste Codes
	1	Non-RCRA Hazardous Waste Solid	001	DT	18	Y	611
	2						
	3						
	4						
14. Special Handling Instructions and Additional Information Soil: 98 -100%      Waste Profile Number: 5124-16-8657 Debris: 0 -2%      Wear appropriate Personal Protective Equipment as necessary							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. (If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Officer's Printed/Typed Name <b>BRIAN ROCKWELL</b>		(on behalf of Robertshaw Controls Company)		Signature <i>[Signature]</i>	Month Day Year <b>16 18 16</b>		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.    Port of entry/exit: _____ Transporter signature (for exports only): _____    Date leaving U.S.: _____							
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name <b>FEDERLO MEDWA</b>	Signature <i>[Signature]</i>		Month Day Year <b>16 18 16</b>			
Transporter 2 Printed/Typed Name _____    Signature _____    Month Day Year _____							
DESIGNATED FACILITY	18. Discrepancy						
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
	18b. Alternate Facility (or Generator) _____    Manifest Reference Number _____    U.S. EPA ID Number _____						
	Facility's Phone: _____						
18c. Signature of Alternate Facility (or Generator) _____    Month Day Year _____							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1	2	3	4				
<b>H13Z</b>							
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name <i>[Signature]</i>		Signature <i>[Signature]</i>		Month Day Year <b>16 18 16</b>			

**Item #11**

**Non-Hazardous Soil Manifests**

**Transported on June 9, 2016**

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**Chiquita Canyon Profile Approval Attached**

**12 Non-Hazardous Waste Manifests Attached**

**(Approximately 25 additional loads remaining on-site)**

Chiquita Canyon Landfill  
 29201 Henry Mayo Drive  
 Castaic, CA 91384  
 PH: 661.257.3655  
 FX: 661.257.5730



WASTE CONNECTIONS INC.  
*Connect with the Future*

APPROVAL NUMBER: <b>CCL-16-101</b>
AMENDMENT NUMBER:
EXPIRATION DATE: <b>5/25/17</b>
APPROVED BY: <b>N. Chambers</b>

**SPECIAL WASTE PERMIT**  
 (This Page for OFFICE USE ONLY)

GENERATOR: Invensys, 3000 E. Imperial Hwy., Lynwood, CA 90262  
 CUSTOMER: Innovative Construction Solutions, 4011 West Chandler Avenue, Santa Ana, CA 92704

**H. ENVIRONMENTAL COMPLIANCE SUPERVISOR DECISION**

1.  Acceptable  Not Acceptable Reason Non-hazardous Soil; CAM-17 Metals, STLC (Cr, Pb), TPH, VOCs (Stockpile samples only)
2. Name: Nichole Chambers, Special Waste Coordinator 3. Date: 5/25/16
4. Signature: N. Chambers 5. Phone: (360) 566-6920

**I. INSTRUCTIONS/HANDLING PROCEDURES**

*This Section is to be completed by BOTH the Environmental Compliance Supervisor and the Facility Manager.*

1. Disposal Method(s):  Landfill  Solidification  Approved ADC  Other: Cover Material
2. Review and approval of waste is based upon a submitted documentation from generator/customer, the Landfill Waste Acceptance Criteria, and any applicable State or Federal waste disposal regulations. Approval is granted subject to the enforcement of the following conditions. Failure to comply may result in rejection of the wastes.
- A. Customer/Generator shall receive a copy of this sheet upon approval and shall conform to all instructions/limitations noted herein.
  - B. Loads may be randomly inspected upon receipt at the landfill to ensure wastes conform to description on Application.
  - C. This material must be properly contained, bagged, or covered prior to and during shipment and disposal.
3. The conditions marked below apply to this waste stream.

**APPROVAL CONDITION(S):**

- CONDITIONAL APPROVAL: This is a conditional approval/extension. Upon receipt of additional analyses, this approval may be extended.  
 SPECIFIC CONDITION:
- BLANKET APPROVAL: The manifest accompanying each load of waste shall denote the specific waste generation address/location(s) for that load.

**WASTE CONDITION(S):**

- ABSORBENT MATERIALS: Absorbent material (pads, booms, diapers, socks, soles, etc.) must not be supersaturated so as to release free liquids on handling. Wastes that would not pass a paint filter test must be solidified prior to placement in the landfill.
- ASBESTOS CONTAINING MATERIAL (ACM):  Friable  Non-Friable

FREE LIQUIDS/SLUDGE:

OTHER:

**LANDFILL SPECIAL HANDLING PROCEDURES:**

- CARE UNLOADING: Maintain integrity of container/packaging.
- DUST: Materials may become airborne. Use appropriate control measures to prevent the material from becoming airborne.
- IRRITANT DUST: Materials may be dusty and are likely to cause irritation to skin and/or eyes. Use appropriate dust control measures and PPE as needed to prevent airborne dust and/or employee exposure. See MSDS for additional information.
- ODOR: Bury immediately upon arrival.
- SLUDGE: Potential traction issue on work face.
- SPECIAL BURIAL REQUIREMENTS: Immediately cover waste  MSW  Dirt prior to compaction.
- SURVEY REQUIREMENT: Materials must be surveyed in or indicated on a grid.
- OTHER:
- CALL LANDFILL: Prior to disposal, contact landfill to arrange for delivery (Liquids, Totes, and Asbestos).

Chiquita Canyon Landfill  
 29201 Henry Mayo Drive  
 Castaic, CA 91384  
 PH: 661.257.3655  
 FX: 661.257.5730



**FOR OFFICE USE ONLY**

APPROVAL NUMBER:  
 EXPIRATION DATE:  
 APPROVED BY:

**SPECIAL WASTE APPLICATION**

Information utilized for completion of this form must originate from an authorized representative of the generator of the waste material. The information on this form must be **COMPLETELY FILLED OUT, TYPE WRITTEN**, and the form must be **SIGNED BY AUTHORIZED REPRESENTATIVE**.

A. PROFILE INFORMATION	
1. <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Recertification, list prior special waste approval number(s):	
2. Have there been any changes to the composition of, or process generating this waste stream (that would alter the characteristics of the waste stream)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Updated analysis may be required even if no change to process or composition.)	
B. GENERATOR INFORMATION	C. CUSTOMER/BILLING INFORMATION
1. Generator Name: Invensys	1. Billing Name: Innovative Construction Solutions
2. Address: 70 Mechanic Street, C41-32	2. Address: 4011 W. Chandler Ave.
City: Foxboro County: Norfolk	City: Santa Ana County: Orange
State: MA Zip: 02043	State: CA Zip: 92704
3. Site Location (if different): 3000 E. Imperial Hwy, Lynwood, CA 90262	3. Contact Name: Brian Laurin
4. Contact Name: Duane Wanty	4. Phone Number: 714-893-6366 5. Fax Number: 714-893-5122
5. Phone Number: 508-549-6004 6. Fax Number:	6. Email Address: blaurin@icsinc.tv
7. Email Address: Duane.Wanty@schneider-electric.com	7. Is there a service agreement on file? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
8. State Facility ID # (if applicable):	8. Agent / Consultant: N/A
9. State Waste Code (if applicable):	9. Letter of Authorization: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
D. TRANSPORTER/SHIPPING INFORMATION	E. WASTE STREAM INFORMATION
1. Name: West Coast Sand & Gravel, Inc. (others may be utilized also)	1. Common Name of Material or Waste Stream: <b>Non-Hazardous Waste Solid</b>
2. Street Address: P.O. Box 5067	2. Detailed Description of Process or How Generated (attach additional sheet if needed): <b>Site remediation</b>
City: Buena Park State: CA Zip: 90622	3. Physical State at 70°F: <input checked="" type="checkbox"/> Solid <input type="checkbox"/> Semi-Solid <input type="checkbox"/> Sludge <input type="checkbox"/> Liquid <input type="checkbox"/> Powder <input type="checkbox"/> Other
3. Phone Number: 800-522-0282 4. Fax Number:	4. Free Liquids: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES % Liquids:
5. Contact Name: Brad Zimmer	5. Color: Brown 6. pH Range: 6-8
6. EPA or State Transporter ID #:	7. Odor: <input checked="" type="checkbox"/> None <input type="checkbox"/> Mild <input type="checkbox"/> Significant Describe:
7. Designated Landfill(s): Chiquita Canyon	8. Flash Point: <input type="checkbox"/> °F <input type="checkbox"/> °C N/A
8. Transportation: <input checked="" type="checkbox"/> End Dump <input type="checkbox"/> Bottom Dump <input type="checkbox"/> Super 10 <input type="checkbox"/> Transfer Truck <input type="checkbox"/> Roll-Off <input type="checkbox"/> Other:	9. Reactive: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES with:
9. Estimated Volume: 1000 <input checked="" type="checkbox"/> Tons <input type="checkbox"/> Cubic Yards <input type="checkbox"/> Gallons	10. State Required Information (if applicable):
10. Packaging: <input checked="" type="checkbox"/> Tarped <input type="checkbox"/> Bagged <input type="checkbox"/> Wrapped <input type="checkbox"/> Drums <input type="checkbox"/> Totes	
11. Shipping Frequency: _____ per: <input checked="" type="checkbox"/> One Time Project <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year <input type="checkbox"/> Other:	
F. NON-HAZARDOUS DETERMINATION	
1. Attached Document(s) (check all that apply): <input type="checkbox"/> Not Applicable <input type="checkbox"/> Process Knowledge <input type="checkbox"/> MSDS / SDS <input checked="" type="checkbox"/> Certified Analytical Report <input type="checkbox"/> Exempt Waste	
2. If Special Handling is required, provide details (Health & Safety Plan, etc.): N/A	
3. If analytical data is attached, is the data derived from testing a representative sample in accordance with 40 CFR 261 and/or other applicable laws? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Type of Sample: <input checked="" type="checkbox"/> Composite <input type="checkbox"/> Grab Number of Samples: _____	
4. If Exempt Waste, check applicable item below: <input type="checkbox"/> UST Corrective Action - 40 CFR 261.4(b)(10) <input type="checkbox"/> PCB Bulk Product Waste - 40 CFR 761.62 <input type="checkbox"/> Oil & Gas E&P Waste - 40 CFR 261.4(b)(5) <input type="checkbox"/> RCRA-Empty Containers - 40 CFR 261.7 <input type="checkbox"/> Other (provide reference):	
G. GENERATOR CERTIFICATION STATEMENT:	
I hereby certify that all information contained herein is true and correct, and the material described is properly identified, classified, packaged, labeled, and prepared as indicated. I certify this waste is not hazardous or dangerous as defined by the U.S. EPA, or the state or province of origin. I certify this waste does not contain any regulated radioactive materials, that all known and suspected hazards have been disclosed, and that the waste is not a regulated hazardous waste by government or local authority, and does not contain PCB's regulated by TSCA or any other regulatory authority. I certify that all samples used for this analysis are representative of the materials described herein. I acknowledge that Chiquita Canyon Landfill does not accept VOC contaminated soil as regulated by the South Coast Air Quality Management District (Rule 1166) and I also understand that all wastes may undergo inspection upon arrival at the designated facility and may be refused if the delivered material does not conform to the description herein. Notification will be provided immediately if there is a change in the composition of, or process generating this waste stream, prior to offering the waste for shipment or management.	
<i>Nicholas Godinez as agent for Duane Wanty</i> <small>AUTHORIZED REPRESENTATIVE NAME-TITLE</small>  <small>AUTHORIZED REPRESENTATIVE SIGNATURE</small>	<i>Invensys</i> <small>COMPANY NAME</small>  <small>DATE COMPLETED</small> <b>5/23/2016</b>

100-1-1

<b>NON-HAZARDOUS WASTE MANIFEST</b>	1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-0300	4. Waste Tracking Number CCL-15-1319-021		
5. Generator's Name and Mailing Address Invensys 70 Mechanics Street, C41-32, Foxboro, MA 02043 Generator's Phone: (508) 549-0004 Attn: Duane Wandy		Generator's Site Address (if different than mailing address) Invensys 3000 E. Imperial Hwy, Lynwood, CA 90262				
6. Transporter 1 Company Name D & S Trucking		U.S. EPA ID Number				
7. Transporter 2 Company Name		U.S. EPA ID Number				
8. Designated Facility Name and Site Address Chiquita Canyon Landfill 29201 Henry Mayo Dr., Castaic, California 91384 Facility's Phone: (661) 257-3055		U.S. EPA ID Number				
GENERATOR	9. Waste Shipping Name and Description	10. Containers		11. Total Quantity	12. Unit Wt/Vol	
	1. Non-Haz. Sol	No.	Type	18	Y	
	2.	001	DT			
	3.					
	4.					
13. Special Handling Instructions and Additional Information Soln. 98-100% CCL Profile Number: CCE-16-101 CCL Account Number: 1504 Deliv. 0-2% Wear appropriate Personal Protective Equipment as necessary						
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations						
Generator's/Officer's Printed/Typed Name BRJIV ZUCKERLL		Signature (on behalf of Invensys) <i>[Signature]</i>		Month	Day	Year
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.		Port of entry/exit: Date leaving U.S.				
16. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name S. F. Row		Signature <i>[Signature]</i>		Month	Day	Year
Transporter 2 Printed/Typed Name		Signature		Month	Day	Year
17. Discrepancy						
17a. Discrepancy Indication Space <input checked="" type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
17b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
17c. Signature of Alternate Facility (or Generator) Month Day Year						
18. Designated Facility Owner or Operator Certification of receipt of materials covered by the manifest except as noted in Item 17a						
Printed/Typed Name		Signature		Month	Day	Year

#1 MT1

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-6366	4. Waste Tracking Number CCL-15-1319-074
5. Generator's Name and Mailing Address Inverys 70 Mechanic Street, C41-32, Foxboro, MA 02043 Generator's Phone: (508) 549-6004 Attn: Duane Warty			Generator's Site Address (if different than mailing address) Inverys 3000 E. Imperial Hwy, Lynwood, CA 90262		
6. Transporter 1 Company Name Monty - r/k				U.S. EPA ID Number	
7. Transporter 2 Company Name				U.S. EPA ID Number	
8. Designated Facility Name and Site Address Chiquita Canyon Landfill 29201 Henry Mayo Dr., Castro, California 91384 Facility's Phone: (661) 257-3655				U.S. EPA ID Number ICS-MT1	
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
		No.	Type		
1. Non-Haz Soil		001	DT	18	Y
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information Soil: 98 -100% CCL Profile Number: CCL-16 - 101 CCL Account Number: 1554 Debris: 0 -2% Wear appropriate Personal Protective Equipment as necessary					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Offlor's Printed/Typed Name S.P. ... LL (on behalf of Inverys)				Signature [Signature]	Month Day Year 6 9 16
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:					
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name [Signature]				Signature [Signature]	Month Day Year 6 9 16
Transporter 2 Printed/Typed Name				Signature	Month Day Year
17. Discrepancy					
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
Manifest Reference Number:					
17b. Alternate Facility (or Generator)				U.S. EPA ID Number	
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator)				Month Day Year	
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a					
Printed/Typed Name [Signature]				Signature [Signature]	Month Day Year 6 9 16

5129 79340

<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-6366	4. Waste Tracking Number CCL-15-1319-013	
5. Generator's Name and Mailing Address Inverness 10 Mechanic Street, C41-32, Foxboro, MA 02043 (508) 549-0004 Attn: Duane Warky			Generator's Site Address (if different than mailing address) Inverness 3000 E. Imperial Hwy, Lynwood, CA 90262			
Generator's Phone:			U.S. EPA ID Number			
6. Transporter 1 Company Name			U.S. EPA ID Number			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address Anquata Canyon Landfill 29201 Henry Mayo Dr., Castaic, California 91384 (661) 257-3655			U.S. EPA ID Number			
Facility's Phone:			U.S. EPA ID Number			
GENERATOR	9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	
			No.	Type	12. Unit Wt./Vol.	
	1. Non-Huz Soil		001	DT	18	Y
	2.					
	3.					
13. Special Handling Instructions and Additional Information Soils: 98-100% CCL Profile Number: CCL 15-101 - CCL Account Number 1554 Debris: 0-2% Wear appropriate Personal Protective Equipment as necessary						
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Offeror's Printed/Typed Name BRIAN ROCKWELL (on behalf of Inverness)			Signature [Signature]		Month Day Year 16 6	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:						
TRANSPORTER INTL	16. Transporter Acknowledgment of Receipt of Materials					
	Transporter 1 Printed/Typed Name SAGE SOLVER		Signature [Signature]		Month Day Year 16 9 11	
Transporter 2 Printed/Typed Name		Signature		Month Day Year		
17. Discrepancy						
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number						
DESIGNATED FACILITY	17b. Alternate Facility (or Generator)			U.S. EPA ID Number		
	Facility's Phone:					
	17c. Signature of Alternate Facility (or Generator)					
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a					Month Day Year	
Printed/Typed Name [Signature]			Signature [Signature]		Month Day Year 16 9 11	

75 880

ICS-PT

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number		2. Page 1 of 1		3. Emergency Response Phone (714) 893-6306		4. Waste Tracking Number CCL-15-1319 012	
5. Generator's Name and Mailing Address Inversys 70 Mechanic Street, L41-32, Foxboro, MA 02043 Generator's Phone: (508) 549-6004 Attn. Duane Warty					Generator's Site Address (if different than mailing address) Inversys 3000 E Imperial Hwy Lynwood, CA 90262				
6. Transporter 1 Company Name PEREL TRUCKING 14 K #160					U.S. EPA ID Number				
7. Transporter 2 Company Name					U.S. EPA ID Number				
8. Designated Facility Name and Site Address Chiquita Canyon Landfill 29201 Henry Mayo Dr., Custaic, California 91384 Facility's Phone: (661) 257-3655					U.S. EPA ID Number				
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.				
		No.	Type						
1. Non-Haz Soil		001	DT	18	Y				
2.									
3.									
4.									
13. Special Handling Instructions and Additional Information Soil: 98-100%      CCL Profile Number CCL-16-101      CCL Account Number 1554 Debris: 0-2%      Wear appropriate Personal Protective Equipment as necessary									
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations									
Generator's/Offeror's Printed/Typed Name Duane Warty					Signature <i>[Signature]</i>			Month Day Year 10/01/16	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.    Port of entry/exit _____ Transporter Signature (for exports only) _____    Date leaving U.S. _____									
16. Transporter Acknowledgment of Receipt of Materials									
Transporter 1 Printed/Typed Name LUIS PEREZ					Signature LUIS PEREZ			Month Day Year 10/01/16	
Transporter 2 Printed/Typed Name					Signature			Month Day Year	
17. Discrepancy									
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
17b. Alternate Facility (or Generator) _____    U.S. EPA ID Number _____									
17c. Signature of Alternate Facility (or Generator) _____    Month Day Year _____									
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a									
Printed/Typed Name					Signature <i>[Signature]</i>			Month Day Year 10/01/16	

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-0300	4. Waste Tracking Number CCL-15-1319-022
5. Generator's Name and Mailing Address Invensys 70 Mechanic Street, C41-32, Foxboro, MA 02043 Generator's Phone: (508) 549-6004 Attn: Duane Warty			Generator's Site Address (if different than mailing address) Invensys 3000 E. Imperial Hwy, Lynwood, CA 90262		
6. Transporter 1 Company Name ESPINOSA M. TRUCKING				U.S. EPA ID Number	
7. Transporter 2 Company Name				U.S. EPA ID Number	
8. Designated Facility Name and Site Address Chiquita Canyon Landfill 29201 Henry Mayo Dr, Castaic, California 91384 Facility's Phone: (661) 257-3655				U.S. EPA ID Number	
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
1. Non-Haz Soil		No.	Type	18	Y
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information Soil 98-100% CCL Profile Number CCL-16-101 CCL Account Number 1554 Debris 0-2% Wear appropriate Personal Protective Equipment as necessary					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Officer's Printed/Typed Name DREW DREWELL (on behalf of Invensys)				Signature	Month Day Year 6 27 98
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:					
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name MARTIN ESPINOSA				Signature	Month Day Year 6 29 98
Transporter 2 Printed/Typed Name				Signature	Month Day Year
17. Discrepancy					
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
Manifest Reference Number:					
17b. Alternate Facility (or Generator)				U.S. EPA ID Number	
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator)				Month Day Year	
18. Designated Facility Owner or Operator, Certification of receipt of materials covered by the manifest, except as noted in item 17a					
Printed/Typed Name				Signature	Month Day Year

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<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-6366	4. Waste Tracking Number CCL-15-1319-017	
5. Generator's Name and Mailing Address Irvensys 70 Mechanic Street, C41-32, Foxboro, MA 02043 (508) 549-6004 Attn: Duane Warty			Generator's Site Address (if different than mailing address) Irvensys 3000 E. Imperial Hwy, Lynwood, CA 90262			
Generator's Phone:			6. Transporter 1 Company Name <b>SAV TRUCKING</b>		U.S. EPA ID Number	
7. Transporter 2 Company Name					U.S. EPA ID Number	
8. Designated Facility Name and Site Address Chiquita Canyon Landfill 29201 Henry Mayo Dr., Castaic, California 91384 (661) 257-3655					U.S. EPA ID Number	
Facility's Phone:						
9. Waste Shipping Name and Description			10. Containers		11. Total Quantity	12. Unit Wt/Vol.
			No.	Type		
1. Non- Haz Soil			001	DT	18	Y
2.						
3.						
4.						
13. Special Handling Instructions and Additional Information Soil: 98 -100%      CCL Profile Number: CCL-16 - 101      CCL Account Number: 1554 Debris: 0 -2%      Wear appropriate Personal Protective Equipment as necessary						
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, properly marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Offeror's Printed/Typed Name <b>BRIAN ROCKWELL</b>			(on behalf of Irvensys) Signature <i>[Signature]</i>		Month 6	Day 7
Year 16						
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
16. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name <b>SEKOLABUENRUSTRO</b>			Signature <i>[Signature]</i>		Month 06	Day 09
Transporter 2 Printed/Typed Name			Signature		Year 16	
17. Discrepancy						
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
17b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number: _____						
17c. Signature of Alternate Facility (or Generator) _____ Month: _____ Day: _____ Year: _____						
18. Designated Facility Owner or Operator, Certification of receipt of materials covered by the manifest except as noted in Item 17a						
Printed/Typed Name <i>[Signature]</i>			Signature <i>[Signature]</i>		Month 6	Day 9
Year 16						

<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-0310	4. Waste Tracking Number CCL-15-1319-016	
5. Generator's Name and Mailing Address <b>Inversys</b> 70 Mechanic Street, C41-32, Foxboro, MA 02043 Generator's Phone: (508) 549-6004 Attn: Duane Warty			Generator's Site Address (if different than mailing address) <b>Inversys</b> 3000 E. Imperial Hwy, Lynwood, CA 90762			
6. Transporter 1 Company Name <b>MEDINA TRUCKING</b>				U.S. EPA ID Number <b>CA000255752</b>		
7. Transporter 2 Company Name				U.S. EPA ID Number		
8. Designated Facility Name and Site Address <b>Chiquita Canyon Landfill</b> 29201 Henry Mayo Dr, Castaic, California 91384 Facility's Phone: (661) 257-3655				U.S. EPA ID Number		
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	
		No.	Type			
1. Non-Haz Soil		001	DT	18	Y	
2.						
3.						
4.						
13. Special Handling Instructions and Additional Information Soil: 98-100%      CCL Profile Number: CCL-16-101      CCL Account Number: 1554 Debris: 0-2%      Wear appropriate Personal Protective Equipment as necessary						
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Offeror's Printed/Typed Name <b>BRYAN ROCKWILL</b> (on behalf of Inversys)				Signature <i>[Signature]</i>	Month Day Year / /	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.    Port of entry/exit: _____ Transporter Signature (for exports only): _____    Date leaving US: _____						
16. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name <b>FEDERICO MEDINA</b>				Signature <i>[Signature]</i>	Month Day Year 6 9 16	
Transporter 2 Printed/Typed Name				Signature	Month Day Year	
17. Discrepancy						
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
17b. Alternate Facility (or Generator)				Manifest Reference Number: _____ U.S. EPA ID Number		
Facility's Phone: _____						
17c. Signature of Alternate Facility (or Generator)				Month Day Year		
18. Designated Facility Owner or Operator Certification of receipt of materials covered by the manifest except as noted in Item 17a						
Printed/Typed Name <i>[Signature]</i>				Signature <i>[Signature]</i>	Month Day Year / /	

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NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-6366	4. Waste Tracking Number CCL-15-1319-015
5. Generator's Name and Mailing Address Invenys 70 Mechanic Street, C41-32, Foxboro, MA 02043 (508) 549-0004 Attn: Duane Warty			Generator's Site Address (if different than mailing address) Invenys 1000 E Imperial Hwy, Lynwood, CA 90262		
6. Transporter 1 Company Name ROCKWELL TRUCKING		U.S. EPA ID Number			
7. Transporter 2 Company Name		U.S. EPA ID Number			
8. Designated Facility Name and Site Address Chaquita Canyon Landfill 29201 Henry Mayo Dr, Castaic, California 91384 (661) 257-3055					U.S. EPA ID Number
9. Waste Shipping Name and Description					
		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
		No	Type		
1.	Non-Haz Soil	001	DT	18	Y
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information Soil: 98 -100% - - - CCL Profile Number: CCL-10-101 CCL Account Number 1551 Debris: 0 -2% Wear appropriate Personal Protective Equipment as necessary					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Officer's Printed/Typed Name BRIM ROCKWELL		(on behalf of Invenys)		Signature	Month Day Year 6 / 1 / 16
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Part of entry/exit: Date leaving U.S.:					
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name		Signature		Month	Day Year
Transporter 2 Printed/Typed Name		Signature		15	1 / 16
17. Discrepancy					
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
17b. Alternate Facility (or Generator) Manifest Reference Number U.S. EPA ID Number					
17c. Signature of Alternate Facility (or Generator) Month Day Year					
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in item 17a					
Printed/Typed Name		Signature		Month	Day Year
				6	9 / 16

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<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone (714) 893-6366	4. Waste Tracking Number CCL-15-1319-011
5. Generator's Name and Mailing Address Invenys 70 Mechanic Street, C41-32, Foxboro, MA 02043 (508) 549-6000 Attn: David Warty			Generator's Site Address (if different than mailing address) Invenys 3000 E. Imperial Hwy, Lynwood, CA 90262		
Generator's Phone			U.S. EPA ID Number		
6. Transporter 1 Company Name ZEPORA BROTHERS INC			U.S. EPA ID Number		
7. Transporter 2 Company Name			U.S. EPA ID Number		
8. Designated Facility Name and Site Address Chiquita Canyon Landfill 29201 Henry Mayo Dr., Castaic, California 91384 (661) 257-3055			U.S. EPA ID Number		
Facility's Phone			U.S. EPA ID Number		
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Haz Wt/Vol
		No	Type		
1. Non-Haz Soil		001	D1	18	Y
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information Soil: 98-1100%      CCB Profile Number: CCL-10-101      CCB Account Number: 1551 Debris: 0-2%      Wear appropriate Personal Protective Equipment as necessary					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Offero's Printed/Typed Name DAVID WARTY			Signature (on behalf of Invenys)		Month Day Year 6 9 16
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.      Port of entry/exit:      Date leaving U.S.:					
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name FRANK ZEPORA			Signature Frank Zepora		Month Day Year 6 9 16
Transporter 2 Printed/Typed Name			Signature		Month Day Year
17. Discrepancy					
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
17b. Alternate Facility (or Generator)			Manifest Reference Number		U.S. EPA ID Number
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator)					
Month Day Year					
18. Designated Facility Owner or Operator: Confirmation of receipt of materials covered by the manifest as noted in item 17a					
Printed/Typed Name C. B. L.			Signature C. B. L.		Month Day Year 6 9 16

<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Waste Tracking Number
5. Generator's Name and Mailing Address			Generator's Site Address (if different than mailing address)		
6. Transporter 1 Company Name			U.S. EPA ID Number		
7. Transporter 2 Company Name			U.S. EPA ID Number		
8. Designated Facility Name and Site Address			U.S. EPA ID Number		
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
		No.	Type		
1.					
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Offeror's Printed/Typed Name			Signature		Month Day Year
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:					
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name			Signature		Month Day Year
Transporter 2 Printed/Typed Name			Signature		Month Day Year
17. Discrepancy					
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
Manifest Reference Number:					
17b. Alternate Facility (or Generator)			U.S. EPA ID Number		
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator)			Signature		Month Day Year
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by this manifest except as noted in item 17a					
Printed/Typed Name			Signature		Month Day Year

<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone 1-800-424-9304	4. Waste Tracking Number 100-10-100-100
5. Generator's Name and Mailing Address 12345678 7890 Main Street, Columbus, GA 31901 (404) 555-1234			Generator's Site Address (if different than mailing address) 118 2nd St 6000 Longwood Dr, Columbus, GA 31906		
Generator's Phone:			U.S. EPA ID Number		
6. Transporter 1 Company Name <i>Y.S. Trucking</i>			U.S. EPA ID Number		
7. Transporter 2 Company Name			U.S. EPA ID Number		
8. Designated Facility Name and Site Address 12345 Main Street, Columbus, GA 31901 (604) 555-5678			U.S. EPA ID Number		
Facility's Phone:			U.S. EPA ID Number		
8. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unl. Wt./Vol.
		No.	Type		
1.		1000	100	1000	
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information None					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/packaged, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Officer's Printed/Typed Name			Signature		Month Day Year
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.			Port of entry/exit: _____ Date leaving U.S.: _____		
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name			Signature		Month Day Year
Transporter 2 Printed/Typed Name			Signature		Month Day Year
17. Discrepancy					
17a. Discrepancy Indication Specie <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
Manifest Reference Number: _____					
17b. Alternate Facility (or Generator)			U.S. EPA ID Number		
Facility's Phone: _____					
17c. Signature of Alternate Facility (or Generator)			Signature		Month Day Year
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in item 17a					
Printed/Typed Name			Signature		Month Day Year

**NON-HAZARDOUS WASTE MANIFEST**

1. Generator ID Number

2. Page 1 of 1

3. Emergency Response Phone  
(714) 893-6366

4. Waste Tracking Number

CCL-15-1319-018

5. Generator's Name and Mailing Address

Invensys  
70 Mechanic Street, C41-32, Foxboro, MA 02043

Generator's Site Address (if different than mailing address)

Invensys  
3600 E. Imperial Hwy, Lynwood, CA 90262

Generator's Phone: (508) 349-6004 Attn: Dume Warty

6. Transporter 1 Company Name

Jorge Garcia Inc

U.S. EPA ID Number

7. Transporter 2 Company Name

U.S. EPA ID Number

8. Designated Facility Name and Site Address

Chiquita Canyon Landfill  
29201 Henry Mayo Dr., Castro, California 91384  
(661) 257-3655

U.S. EPA ID Number

Facility's Phone:

9. Waste Shipping Name and Description

10. Containers

No.

Type

11. Total Quantity

12. Unit Wt./Vol.

1.

Non-Haz Soil

001

DT

18

Y

2.

3.

4.

13. Special Handling Instructions and Additional Information

Soil: 98 -100%

CCL Profile Number: CCL-16 - 101

CCL Account Number: 1554

Debris: 0 -2%

Wear appropriate Personal Protective Equipment as necessary

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled (placards, etc.) are in all respects in proper condition for transport according to applicable international and national regulatory requirements.

Generator's/Offendor's Printed/Typed Name

BREND RICKVELL

(on behalf of Invensys)

Signature

[Signature]

Month Day Year

6 9 16

15. International Shipments

Import to U.S.

Export from U.S.

Port of entry/exit:

Date leaving U.S.:

Transporter Signature (for exports only):

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name

Jorge Garcia

Signature

[Signature]

Month Day Year

6 9 16

Transporter 2 Printed/Typed Name

Signature

Month Day Year

17. Discrepancy

17a. Discrepancy Indication Space

Quantity

Type

Residue

Partial Rejection

Full Rejection

Manifest Reference Number:

17b. Alternate Facility (or Generator)

U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator)

Month Day Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a

Printed/Typed Name

Signature

Month Day Year

6 9 16



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Mike Poland, Planning Manager *MP*

SUBJECT: 2600 E. Imperial Highway  
Excavation Permit Application  
Impacted Soil Excavation Work Plan

## Recommendation:

Review the attached Excavation Permit Application and associated Impacted Soil Excavation Work Plan for 2600 E. Imperial Highway, and receive and file.

## Background:

On October 26, 2015, the Department of Development, Compliance and Enforcement Services approved Site Plan Review No. 2015-01 to allow the development of a 201,027 sq. ft. Warehouse/ Distribution building, which will include approximately 6,000 sq. ft. of office area and will provide 215 parking stalls. The project is located at 2600 East Imperial Highway in the Manufacturing (M) Zone and it has a General Plan designation of Industrial.

The site is bounded by Philadelphia Way to the north, with the elevated Interstate Highway 105 beyond; South Alameda Street to the west, with the sunken Alameda Corridor (railroad) beyond; and commercial and industrial properties to the south and east.

## Discussion & Analysis:

On June 30, 2016, The Source Group, a division of Apex Companies, LLC, on behalf of the property owner, Duke Lynwood Limited Partnerships, submitted an application for an Excavation Permit for the purpose of reducing the risk to future onsite construction workers and future onsite commercial/industrial workers. A secondary benefit will also be to reduce the potential on-going contributions of contaminants to soil vapor and groundwater. The objective of the proposed excavation activities is to remove soil from specific areas that exceed the risk-

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based cleanup goals and will extend below the maximum anticipated depth of grading and trenching activities for the proposed development that was approved as part of Site Plan Review No. 2015-01. Impacts remaining below that depth will be addressed through soil vapor extraction and natural attenuation.

As part of the request for an Excavation Permit, the applicant was also required to provide the following information:

- Business License from the City of Lynwood – Contractor and Sub-Contractor(s).
- Impacted Soil Excavation Work Plan (ISEWP).
- Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan.
- Name and address of the generator, transporter, and the destination facility.
- US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
- Waste quantity.
- Name and phone number of a contact in case of an emergency.
- Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.
- Insurance Certificate with the City of Lynwood additionally insured with the following:

“The permittee agrees to indemnify, defend and hold harmless the City of Lynwood, California, and/or any other City Agency, its officers, agents and employees, for/from any and all claims or actions of any kind asserted against the City and/or other City agency its officers, agents and employees arising out of the permittee (including permittee employees, representatives, product and subcontractors) negligent performance under this agreement.”

The purpose of the ISEWP that is referenced above is to provide the City with a detailed description of the excavation activities that will be implemented during the on-site remedial excavation of the impacted soils.

The ISEWP provides a detailed written description of the measures to be implemented prior to and during the on-site remedial excavation of the stockpiled earth material in accordance with all applicable City, State, and Federal regulations.

More specifically, the ISEWP addresses the following:

- The purpose of the Impacted Soil Excavation Work Plan.
- A description of the site and its location.
- A general work activity overview.

- Methods addressing personnel health and safety.
- Detailed excavation activities.
- Loading and transportation activities
- Backfill and compaction activities.
- Notification and permitting requirements.
- Excavation extent and methods.
- Soil handling methods.
- Control measures.
- Air monitoring during excavation.
- Proposed excavation equipment.
- Soil transportation modes.
- Traffic control and loading procedures.
- Manifests and record keeping.
- Backfill and compaction activities.

Staff will supervise the work that will be permitted under the ISEWP and the Excavation Permit, which will include the excavation, transportation and disposal of the earth materials.

All site buildings were removed in 2012. The removal of the remaining concrete pads and footings across the entire site was initiated in September 2015 and completed in January 2016. Therefore, no conflicts such as concrete or asphalt surface, overhead or underground utilities, etc. are expected.

The 8.6-acre Site was developed in 1941 by Western Gear Corporation as a manufacturing plant for naval vessel machinery and was leased to Philadelphia Gear to manufacture gears for water power plants and turbine engines. Many buildings were used for manufacturing, assembly, storage, and offices. Since 1987, eight subsurface site assessments have been conducted. Approximately 350 soil samples, 92 soil vapor samples, and 53 groundwater samples have been collected and analyzed. Based on these historical site investigations, chemicals of potential concern (COPCs) present in Site soils, soil vapor, and groundwater include Total Petroleum Hydrocarbons (TPHs), Volatile Organic Compounds (VOCs), metals, Polychlorinated biphenyls (PCBs), 1,4-Dioxane and organic lead above their screening levels.

The proposed excavation areas were developed based on the results of soil sampling performed in areas of suspected impacts. The lateral and vertical extents of each proposed excavation point were estimated using this soil data.

During excavation, soil will be screened according to South Coast Air Quality Management District (SCAQMD) Rule 1166 guidelines. Clean soil will be stockpiled separately for later reuse. Impacted soil will be segregated into either a low impact or high impact stockpiles. In order to minimize Volatile Organic Compounds (VOC) emissions to the atmosphere during excavation and handling

of impacted soils, all stockpiles will be placed on plastic sheeting, sprayed with water and fully covered with plastic sheeting when completed at the end of each workday and during periods of inactivity greater than 1 hour.

The Contaminants of Concern (COC) levels in the soil will be used to segregate it for shipping to the proper facility. Final disposition of excavated soil will be determined upon further characterization and waste profiling by the receiving facilities. Based on historical data, all soil concentrations will be low enough to classify as Class II (non-RCRA and non-hazardous) and sent directly to a landfill or soil treatment facility. Currently, soil that can be directly landfilled will be transported to Soil Safe of California, Adelanto, California. If encountered, hazardous waste will be disposed at the US Ecology facility located in Beatty, Nevada.

Staff will also require during the removal of the earth materials, that when any soil or debris is profiled as hazardous waste, that the contractor provide to the City on a daily basis a Uniform Hazardous Waste Manifest form to be used to track the movement of soil from the point of generation to the point of ultimate disposition. The original Uniform Hazardous Waste Manifest form will be required to be on-site during the loading, transportation and disposal activities.

The Uniform Hazardous Waste Manifest form will be required at a minimum to include information such as:

- Name and address of the generator, transporter, and the destination facility.
- US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
- Waste quantity.
- Name and phone number of a contact in case of an emergency; and
- Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.

The manifests will be scanned and provided to the Department of Toxic Substances Control (DTSC) as part of subsequent reporting for the site.

Staff will be on the site at half-hour intervals, monitoring the removal of the earth materials for compliance with the ISEWP.

Approval of the Excavation Permit Application and the Impacted Soil Excavation Work Plan does not allow the property owner or developer to commence any grading, construction or development activities on the site.

**Fiscal Impact:**

There are no negative fiscal impacts associated with the Excavation Permit Application and the Impacted Soil Excavation Work Plan.

**Coordinated With:**

None

**Attachments:**

Excavation Permit Application and Impacted Soil Excavation Work Plan



June 30, 2016

City of Lynwood  
Department of Development, Enforcement, and Compliance Services  
11330 Bullis Road  
Lynwood, CA 90262

Re: Excavation Permit Application  
2600 East Imperial Highway  
Lynwood, CA 90262

On behalf of Duke Lynwood Limited Partnership, The Source Group, Inc. (SGI), a division of Apex Companies, LLC, has prepared this Excavation Permit Application. Please find the following documentation as fulfillment of the requirements of the City of Lynwood Excavation Permit Application.

- 1. Excavation Permit Application**  
Included as Attachment A
- 2. Business License from the City of Lynwood**  
Included as Attachment B
- 3. Impacted Soil Excavation Work Plan**  
Included as Attachment C
- 4. Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan**  
Included as Attachment D
- 5. Name and address of generator, transporter, and destination facility**  
Generator – Duke Realty, 300 Spectrum Center Drive, Suite 1450, Irvine, CA 92618  
Transporter – American Integrated Services, 1502 E Opp St, Wilmington, CA 90744  
Destination Facility – Soil Safe of California, 12328 Hibiscus Road, Adelanto, CA 92301
- 6. US Department of Transportation (US DOT) description of the waste being transported and any associated hazards**  
Soils planned for excavation are impacted with volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH), semi-volatile compound (SVOCs), and polychlorinated biphenols (PCBSs). Based on the historical data set, all soils concentrations are low enough to classify as Class II waste (non-RCRA and non-hazardous).
- 7. Waste Quantity**  
A minimum of 389 cubic yards (cy) of soil will be excavated and removed from the site. Although not anticipated, a worst-case final volume of 3,300 cy was assumed for California Environmental Quality Act (CEQA) impact planning purposes. Final volumes will be determined based on results of confirmation soil sampling conducted during the excavation activities.

**Name and phone number of a contact in case of an emergency**

Paisha Jorgensen, Project Manager  
510-847-9217

**9. Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number  
CAC002831994**

**10. Insurance Certificate with the City of Lynwood additionally insured  
Included as Attachment E**

In addition, during excavation activities, when any soil or debris is profiled as hazardous waste, Apex will provide to the City on a daily basis a Uniform Hazardous Waste Manifest form to be used to track the movement of soil from the point of generation to the point of ultimate disposition. The original Uniform Hazardous Waste Manifest form will be located on-site during the loading, transportation and disposal activities. The Uniform Hazardous Waste Manifest form will at a minimum include the following information:

- Name and address of the generator, transporter, and the destination facility.
- US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
- Waste quantity.
- Name and phone number of a contact in case of an emergency; and
- Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.
- Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan.

The manifests will be scanned and provided to the Department of Toxic Substances Control (OTSC) as part of subsequent reporting for the site.

Please let us know if you have any questions or require further information.

Sincerely,  
**Apex Companies, LLC**



Paisha Jorgensen, P.G.  
Senior Geologist/Project Manager

**Attachments:**

- Attachment A Excavation Permit Application
- Attachment B Business License from the City of Lynwood
- Attachment C Impacted Soil Excavation Work Plan
- Attachment D Department of Toxic Substances Control (DTSC) Approval
- Attachment E Insurance Certificate

**ATTACHMENT A**  
**Excavation Permit Application**



**CITY OF LYNWOOD**  
**DEPARTMENT OF DEVELOPMENT, ENFORCEMENT**  
**AND**  
**COMPLIANCE SERVICES**  
**(310) 603-0220**

## EXCAVATION PERMIT APPLICATION

### APPLICANT'S INFORMATION

Applicant: Apex Companies, LLC  
Contact Person: Paisha Jorgensen  
Address: 3478 Buskirk Avenue, Suite 100  
City: Pleasant Hill, CA Zip: 94523  
Phone: 925-951-6378  
Applicant: \_\_\_\_\_

### CONTRACTOR'S INFORMATION

Contractor: Apex Companies, LLC  
Contact Person: Walter Morales, P.E.  
Address: 1962 Freeman Avenue  
City: Signal Hill, CA Zip: 90755  
Phone: 562-597-1055 x105  
Contractor's License No.: 956505  
Exp. Date: 1/31/2017

Address/location of work: 2600 East Imperial Highway, Lynwood, CA  
Type of Work to be performed: Excavation of contaminated soils

### The following Documents need to be submitted with this application:

1. Business License from the City of Lynwood – Contractor and Sub-Contractor(s).
2. Impacted Soil Excavation Work Plan.
3. Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan.
4. Name and address of the generator, transporter, and the destination facility.
5. US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
6. Waste quantity..
7. Name and phone number of a contact in case of an emergency; and
8. Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.
9. Insurance Certificate with the City of Lynwood additionally insured with the following:

The permittee agrees to indemnify, defend and hold harmless the City of Lynwood, California, and/or any other City Agency, its officers, agents and employees, for/from any and all claims or actions of any kind asserted against the City and/or other City agency its officers, agents and employees arising out of the permittee

(including permittee employees, representatives, product and subcontractors) negligent performance under this agreement.

**AUTHORIZATION:**

Hereby names the applicant for an excavation permit from the City of Lynwood, subject to the provisions of the Lynwood Municipal Code and all applicable laws, rules and regulations of the City of Lynwood or any other public, County, State or Federal Agency.

Signature   
Authorized Agent for Permittee

Paisha Jorgensen  
Print Name

Date 6/29/16



**CITY OF LYNWOOD  
DEPARTMENT OF DEVELOPMENT, ENFORCEMENT  
AND  
COMPLIANCE SERVICES  
(310) 603-0220**

## **IMPACTED SOIL EXCAVATION WORK PLAN (INSTRUCTIONS)**

An Impacted Soil Excavation Work Plan is required to be submitted along with an Excavation Permit when impacted soils are proposed to be removed from a project site. The Impacted Soil Excavation Work Plan is required for the purpose of providing a detailed description of excavation activities to be implemented during the on-site remedial excavation activities. The methods and procedures described in the Excavation Work Plan are required to comply with all Federal, State, and local governing regulations.

The Excavation Work Plan is required, at a minimum, to address the following:

- The purpose of the Impacted Soil Excavation Work Plan.
- A description of the site and its location.
- A general work activity overview.
- Methods addressing personnel health and safety.
- Detailed excavation activities.
- Loading and transportation activities
- Backfill and compaction activities.
- Notification and permitting requirements.
- Excavation extent and methods.
- Soil handling methods.
- Control measures.
- Air monitoring during excavation.
- Proposed excavation equipment.
- Soil transportation modes.
- Traffic control and loading procedures.
- Manifests and record keeping.
- Backfill and compaction activities.

The City also requires during the excavation activities, that when any soil or debris is profiled as hazardous waste, that the contractor provide to the City on a daily basis a Uniform Hazardous Waste Manifest form to be used to track the movement of soil from the point of generation to the point of ultimate disposition. The original Uniform Hazardous Waste Manifest form will be required to be on-site during the loading, transportation and disposal activities.

The Uniform Hazardous Waste Manifest form will be required at a minimum to include information such as:

- Name and address of the generator, transporter, and the destination facility.
- US Department of Transportation (US DOT) description of the waste being transported and any associated hazards.
- Waste quantity.
- Name and phone number of a contact in case of an emergency; and
- Site US Environmental Protection Agency (EPA) Hazardous Waste Generator Number.
- Approval, in writing, from the Department of Toxic Substances Control (DTSC) of a Response Plan.

The manifests will be scanned and provided to the Department of Toxic Substances Control (DTSC) as part of subsequent reporting for the site.

**ATTACHMENT B**  
**Business License from the City of Lynwood**

# CITY OF LYNWOOD

## BUSINESS LICENSE TAX CERTIFICATE



**Business Name:** Apex Engineering Companies of Delaware LP  
**Business Location:** 15850 CRABBS BRANCH WAY # 200  
ROCKVILLE, MD 20855-2649

**Owner(s):** Michael J. Clark

APEX ENGINEERING COMPANIES OF  
DELAWARE LP  
15850 CRABBS BRANCH WAY # 200  
ROCKVILLE, MD 20855-2649

**Business Type:** Contractor: A-General  
Engineering

**License Number:** 02314837  
**Date Issued:** 6/20/2016  
**Expiration Date:** 12/19/2016

**THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.  
IT IS NOT TRANSFERABLE OR ASSIGNABLE**

  
HdL Account Manager

Apex Engineering Companies of Delaware LP:

Thank you for your payment on your City of Lynwood Business License.

This License Certificate does not permit any individual, business, or corporate entity, to conduct business activity which would otherwise be prohibited in the City. Payment of a business tax (required by the provisions of the City of Lynwood Municipal Code), its acceptance by the City, and the issuance of a certificate to any person, shall not authorize the holder thereof to carry on any business unless the holder has complied with all requirements of said Code and all other applicable laws. This certificate has been issued without verification that the holder is subject to or exempted from licensing by the state, county, or federal government; or any other government or government agency.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license. If you have questions concerning your business license, contact the Business Support Center via email at [support@hdlgov.com](mailto:support@hdlgov.com) or by telephone at (888) 602-0239.



CITY OF LYNWOOD  
8839 N CEDAR AVE #212  
FRESNO, CA 93720

# CITY OF LYNWOOD

## BUSINESS LICENSE TAX CERTIFICATE

APEX ENGINEERING COMPANIES OF  
DELAWARE LP  
15850 CRABBS BRANCH WAY # 200  
ROCKVILLE, MD 20855-2649

**License Number:** 02314837  
**Date of Issue:** 06/20/2016



**CITY TAX PAYMENT**

3676505450

RECEIVED BY: Selina Meza

PAYOR: Apex Company LLC Walter Morale

TODAY'S DATE: 06/20/2016

PAYMENT DATE: 6/20/2016 3:28:25PM

DESCRIPTION AMOUNT

CREDIT \$91.00

ACCOUNT ID: 02314837

---

TOTAL DUE: \$91.00

TENDERED: \$91.00

REFERENCE NUM: VISA

X

---

SIGNATURE

**ATTACHMENT C**  
**Impacted Soil Excavation Work Plan**

**IMPACTED SOIL EXCAVATION WORK PLAN**

**Westech Site  
2600 East Imperial Highway  
Lynwood, California**

01-DUKE-002

Prepared For:

**Duke Lynwood Limited Partnership  
300 Spectrum Center Drive, Suite 1450  
Irvine, California 92618**

Prepared By:



**3478 Buskirk Avenue, Suite 100  
Pleasant Hill, California 94523**

June 30, 2016

Prepared By:

A handwritten signature in black ink, appearing to read 'Paisha Jorgensen', written in a cursive style.

**Paisha Jorgensen, P.G.  
Senior Geologist**

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## 1.0 EXCAVATION WORK PLAN

On behalf of Duke Lynwood Limited Partnership, The Source Group, Inc. (SGI), a division of Apex Companies, LLC, has prepared this Excavation Work Plan as required by the City of Lynwood Excavation Permit Application. The proposed excavations are located at the Westech Site, 2600 East Imperial Highway in Lynwood, California (Figure 1-1; the Site).

### 1.1 Site Description and Location

The 8.6-acre Site is located at 2600 East Imperial Highway in the City of Lynwood, Los Angeles County, California (Figure 1-1). The Site has been assigned Assessor's Parcel Number (APN) 6169-012-016. The Site is bounded by Philadelphia Way to the north, with the elevated Interstate 105 beyond; South Alameda Street to the west, with the sunken Alameda Corridor (railroad) beyond; and commercial and industrial properties to the south and east. The ground surface is approximately 90 feet above mean sea level (msl) and is relatively flat with a gentle slope toward the south-southeast.

### 1.2 Purpose

The proposed excavations are in compliance with Duke's Voluntary Cleanup Agreement Docket No. HSA VCA-15/16-016 (VCA) with the Department of Toxic Substances Control (DTSC), which was executed on September 3, 2015, and amended on January 6, 2016.

Excavation of soils at the Site is proposed for the primary purpose of reducing the risk to future onsite construction workers and future onsite commercial/industrial workers. A secondary benefit will be to reduce potential on-going contributions of contaminants to soil vapor and groundwater. The objective of the excavation activities is to remove soil from specific areas that exceed the risk-based cleanup goals (RBCGs; discussed in Section 4.0 of the RAW [SGI, 2016a]) and will extend below the maximum anticipated depth of grading and trenching activities for the proposed Site redevelopment. Impacts remaining below that depth will be addressed through soil vapor extraction and natural attenuation.

### 1.3 Current and Future Land Use and Zoning

Based on the City of Lynwood General Plan Map, the Site and surrounding area are zoned as "M" for industrial. According to the City of Lynwood general, the industrial uses include but are not limited to "...railroad related loading and distribution activities, storage of component parts, assembly and manufacturing of parts for product creation, fabrication, warehousing, batch plants, and activities related to the distribution of manufactured goods and products." Surrounding properties are also zoned as M with the exception of the property west (across Alameda Street and the Alameda Corridor) that is zoned PF (public facilities). This property is developed as the Century Regional Detention Center and County of Los Angeles, Lynwood Sheriffs Station. No known hospitals (i.e., sensitive receptor) are located within a ½-mile of the Site. Two schools are located greater than ¼-

mile from the Site, one to the northwest and one to the southwest. The nearest downgradient residential area is located approximately 1,000 feet or 0.20 miles southeast of the Site.

All Site buildings were demolished and removed in 2012. The removal of the remaining concrete pads and footings across the entire facility was initiated in September 2015 and completed in January 2016. Future long-term use of the Site is expected to remain industrial and consistent with the City of Lynwood General Plan. Future development plans include construction of an approximately 200,000 square-foot warehouse building including a small office area and associated parking and landscaping, which will be consistent with the current zoning.

#### **1.4 Source Area Removal**

Excavated soils will be temporarily stockpiled on-site, sampled for profiling purposes and then removed by trucks and delivered to an appropriate disposal facility. Due to the grading activities planned as part of the Site redevelopment activities, it is anticipated that the excavations will not require backfilling. The DTSC guidance document *Information Advisory – Clean Imported Fill* will be followed if importing fill should be necessary. Additional details regarding the excavation of impacted soils at the site is discussed in the following sections.

##### **1.4.1 Pre-Field Activities**

All above and below surface structures at the Site have recently been demolished. Therefore, no conflicts such as concrete or asphalt surfaces, overhead or underground utilities, etc. are expected.

At least 2-working days in advance of the excavation, Underground Service Alert of Southern California will be contacted to mark utilities in the vicinity of the proposed dig areas. In addition, existing maps of onsite utilities will be reviewed and the utilities will be located and marked.

A Site-specific stormwater pollution prevention plan (SWPPP) has been prepared that will address the steps required to reduce the risk of uncontrolled soil leaving the Site via storm water or wind.

##### **1.4.2 Notification and Permitting**

Prior the start of field work, the DTSC, City of Lynwood, and South Coast Air Quality Management District (SCAQMD) will be notified of the planned excavation of VOC-impacted soil as required by SCAQMD Rule 1166 (Appendix A). Necessary grading and/or excavation permits will be procured from the City of Lynwood.

In addition, the State of California, Division of Occupational Safety and Health will be notified of the work in accordance with the T-1 Annual Excavation Permit (Appendix A).

##### **1.4.3 Excavation Areas**

The excavation areas were developed based on the results of soil sampling performed in areas of suspected impacts. The lateral and vertical extents of each excavation were estimated using these soil data and the RBCGs discussed in Section 4.0 of the RAW. For planning purposes, it was

assumed that the depth of each excavation would be at least 2 feet deeper than the deepest sample that exceeds the RBCG for any compound, to a maximum depth of 12 feet. The final extents may be significantly smaller or larger based on field screening performed during digging and on laboratory analyses of confirmation soil samples collected from the excavation extents. Excavations will be sloped or benched where necessary to reduce the risk of sidewall collapse. At no point will a person enter an excavation. All samples will be collected using the excavator bucket.

Proposed excavation areas are shown on Figure 1-2. Note that the symbols shown on Figure 1-2 do not show the actual excavation limits, rather the location of each excavation. Proposed excavation dimensions and volumes are presented in Table 1-1.

Following is a list of the proposed excavations and the rationale for each:

Excavation EX-1 is proposed based on impacts of TPH (C22-C44 Range), VOC's (PCE) and SVOCs (benzidine) that exceed their RBCGs at a depth of 4 feet. It is anticipated to require the removal of approximately 25 cy of soil;

Excavation EX-2 is proposed based on impacts of VOC's (PCE) reported in a sample at a depth of 1 foot. It is anticipated to require the removal of approximately 12 cy of soil;

Excavations EX-3a and EX-3b were chosen based on impacts of VOCs (PCE) reported in samples at depths of 5 and 8 feet. The proximity of the two borings suggests that it is possible the excavations may merge. It is anticipated that approximately 40 cy of soil will be removed from each excavation (80 cy total);

Excavation EX-4 is proposed based on impacts of TPH (C22-C44 Range) and PCB (Aroclor 1260) reported in a sample at a depth of 8 feet. It is anticipated to require the removal of approximately 40 cy of soil;

Excavation EX-5 is proposed based on impacts of TPH (C22-C44 Range) and VOC's (PCE) that exceed their RBCGs at depths of 5 (TPH and PCE) and 11.5 feet (PCE). It is anticipated to require the removal of approximately 45 cy of soil;

Excavation EX-6 is proposed based on impacts of TPH (C22-C44 Range), VOC's (PCE) and SVOCs (benzidine) that exceed their RBCGs at depths of 5 feet (PCE), 10 feet (PCE and TCE) and 15 feet, (PCE, TCE, benzidine). It is anticipated to require the removal of approximately 45 cy of soil;

Excavation EX-7 is proposed based on impacts of PCB (Aroclor 1260), VOC's (PCE) and SVOCs (benzidine) that exceed their RBCGs at depths of 1 foot (Aroclor 1260), 5 feet (PCE and benzidine) and 10 feet (PCE and benzidine). It is anticipated to require the removal of approximately 3 cy of PCB impacted soil and 42 cy of VOC/SVOC impacted soil (45 cy total);

Excavation EX-8 is proposed based on impacts of TPH (C22-C44 Range) and SVOCs (benzidine) that exceed their RBCGs at a depth of 1 foot. It is anticipated to require the removal of approximately 12 cy of soil;

Excavation EX-9 is proposed based on impacts of VOC's (PCE) that exceed their RBCGs at a depth of 3 feet. It is anticipated to require the removal of approximately 20 cy of soil;

Excavation EX-10 is proposed based on impacts of VOC's (PCE) and SVOCs (benzidine) that exceed their RBCGs at depths of 1 foot (PCE and benzidine) and at 3 feet (benzidine) feet. It is anticipated to require the removal of approximately 20 cy of soil.

Excavation EX-11 is proposed based on impacts of TPH (C22-C44 Range) that exceed the RBCG at a depth of 8 feet. This exceedance was reported in an excavation sidewall sample collected during the removal of lubricating/cutting oil impacted soil beneath machinery in 1997. Although subsequent sampling of boring B-133 showed only trace impacts remained, it was deemed prudent to further investigate the area. It is anticipated to require the removal of approximately 37 cy of soil.

In total, an estimated 389 cy (525 tons) of impacted soil will be removed from the site from these excavations. Since this estimate is based on limited data, it is considered to be a minimum likely volume. The results of field screening and/or confirmation soil sampling may expand each excavation resulting in a substantially larger final volume. Although not anticipated, a worst-case final volume of 3,300 cy was assumed for CEQA impact planning purposes.

#### **1.4.4 Excavation Equipment**

It is anticipated that the following equipment will be used during the excavation activities:

- Excavator – Hitachi 135G
- Loader – John Deere 624K
- Water truck – International, 4000-gallon capacity; and
- Support trucks.

#### **1.4.5 Excavation, Soil Staging, and Segregation**

During excavation, soil will be screened using a PID calibrated to hexane according to SCAQMD Rule 1166 guidelines. Clean soil (soil with PID screening values of less than 10 parts per million by volume [ppmv]) will be stockpiled separately for later reuse. Impacted soil (soil with PID screening values of greater than 10 ppmv) will be further segregated into either a low impact or a high impact stockpiles. In order to minimize VOC emissions to the atmosphere during excavation and handling of impacted soils, all stockpiles will be placed on plastic sheeting, sprayed with water and fully covered with plastic sheeting when completed and at the end of each workday or during periods of inactivity greater than 1 hour. Efforts will be made to uncover only those stockpiles or portions of stockpiles necessary to complete the current work activity.

The COC levels in the soil will be used to segregate it for shipping to the proper facility. Final disposition of excavated soil will be determined upon further characterization and waste profiling requested by the receiving facilities. Based on the historical data set, all soils concentrations will be low enough to classify as Class II waste (non-RCRA and non-hazardous) and sent directly to a landfill

or soil treatment facility. Currently, soil that can be direct landfilled will be transported to Soil Safe of California in Adelanto, California. If encountered, hazardous waste will be disposed at the US Ecology facility located in Beatty, Nevada.

Should permits require direct loading of soil, pre-profiling within the excavation may be required for proper manifesting, transportation, and disposal.

#### **1.4.6 Excavation Dewatering**

Due to the shallow depths of the planned excavations, groundwater is not as anticipated to be encountered. First encountered groundwater at the Site is found at a depth of approximately 30 feet below the ground surface; the deepest planned excavation is 12 feet below the ground surface. In the event that dewatering is required due to rainfall or un-anticipated groundwater, it will be performed with the use of a submersible pump to transfer the water from the excavation to a temporary holding tank. The water will subsequently be processed through filters and granular activated carbon prior to being discharged under a temporary discharge permit to the City of Lynwood sanitary sewer system.

#### **1.4.7 Confirmation Soil Sampling and Analyses**

Post-excavation confirmation soil sampling will be conducted after removal of impacted soil at the extents of excavations. Once impacted soil is removed, a sampling grid will be established for the excavation floor and sidewalls. For excavation floor sampling, the excavated areas will be divided into 50- by 50-foot sampling grids. A discrete soil sample will be collected from the excavation floor at the approximate center of each grid cell and submitted for analytical testing. For excavation sidewall sampling, a discrete soil sample will be obtained for every 25 linear feet of horizontal sidewall, or portion thereof, and every 5.0 feet of vertical sidewall, or portion thereof. Soil samples will be taken at a depth of approximately 6 inches into the exposed surface. Regardless of size, each excavation will be sampled at a minimum of four sidewall locations (cardinal points of each square excavation) and at least one floor location.

If confirmation soil sample results exceed the RBCGs, further excavation will be performed. Additional confirmation sampling will be performed in the over-excavated area to ensure all impacts exceeding the RBCGs are removed to the maximum planned depth.

#### **1.4.8 Waste Characterization**

Soil stockpiled for off-site disposal will be sampled by compositing four individual samples collected from random points selected from locations on a three-dimensional grid. The frequency of stockpiled soil sampling will be in accordance with the receiving facilities guidelines (anticipated to be Soil Safe of California in Adelanto, California). Approximate sampling frequency is as follows:

- A minimum of one (1) 4-point composite sample will be collected from stockpiles of less than 100 cubic yards;

- Three (3) 4-point composite soil samples per 500 cubic yards in a stockpile containing up to 1,000 cubic yards;
- Five (5) 4-point composite soil samples for the first 1,000 cubic yards and one (1) sample for each additional 500 cubic yards in a stockpile containing up to 5,000 cubic yards.

#### **1.4.9 Soil Transportation and Disposal**

Ideally, excavated soil will be direct loaded to minimize handling and expedite removal. However, due to scheduling requirements and potential permit and receiving facility requirements, some temporary stockpiling of soil will also be required.

Soil transport trucks will be staged on Site prior to loading. Once loaded, each truck will be covered and cleaned of loose soil prior to leaving the site. Truck tires will be washed on site to minimize transport of soil to city streets.

Each truck containing soil will include Bill of Lading, Non-Hazardous Waste, or Hazardous Waste profile as appropriate for the type of material being transported. The manifests will include information including: the generators name, address and EPA Identification number; the receiving facility name, address and EPA Identification number; and the type and approximate volume of material being transported. In addition, a copy of these documents will be kept on Site.

It is anticipated that the soil will be disposed as non-hazardous waste at the Soil Safe of California facility located in Adelanto, California. If encountered, hazardous waste will be disposed at the US Ecology facility located in Beatty, Nevada.

A flagger will provide traffic control as the transport trucks leave the site on South Alameda Street. Soil transport trucks will follow the transport route shown in Appendix B. Trucks leaving the Site will follow these directions to Soil Safe in Adelanto, California.

- Turn right leaving Site onto South Alameda Street;
- Immediate right onto Philadelphia Way and following until East Imperial Highway;
- Left on East Imperial Highway for approximately 0.6 miles;
- Left on Wilmington Ave;
- Right onto I-105 E onramp;
- Continue on I-105 E for approximately 8 miles;
- Take I-605 N for approximately 18 miles;
- Take I-210 for approximately 28 miles;
- Take I-15 N for approximately 24 miles;
- Take US-395 N for approximately 9.5 miles;
- Exit at Adelanto Road and continue for approximately 1.5 miles;

- Turn right onto Hibiscus Road;
- Soil Safe of California is located at 12328 Hibiscus Road, Adelanto, California.

#### **1.4.10 Dust Mitigation**

During excavation and loading, water will be used to suppress dust. Haul roads and work areas will be kept moist during work hours and water-spraying equipment will be available at each excavation during digging and loading. If visible dust is observed, the work will cease until the soils are wetted.

As discussed in Section 1.1.3, all stockpiles will be placed on plastic sheeting, sprayed with water and fully covered with plastic sheeting when completed and at the end of each workday or during periods of inactivity greater than 1 hour. Efforts will be made to uncover only those stockpiles or portions of stockpiles necessary to complete the current work activity.

Trucks will be cleaned of loose soil and their load will be covered with a tarp before leaving the Site.

#### **1.4.11 Vapor Mitigation**

Vapor suppression techniques including the use of water and/or an approved vapor-suppressant will be as necessary during digging and will comply with all health and safety and SCAQMD requirements. Air monitoring will be performed as required by SCAQMD Rule 1166 and to protect workers. Should additional vapor suppression be required or an increase in worker personal protective equipment be required per action levels specified in the revised Health and Safety Plan (SGI, 2016b), work will cease until necessary actions are taken.

#### **1.4.12 Backfill and Compaction**

Due to the grading activities planned as part of the Site redevelopment activities, it is anticipated that the excavations will not require backfilling. The DTSC guidance document *Information Advisory – Clean Imported Fill Material* will be followed if importing fill should be necessary.

## 2.0 REFERENCES

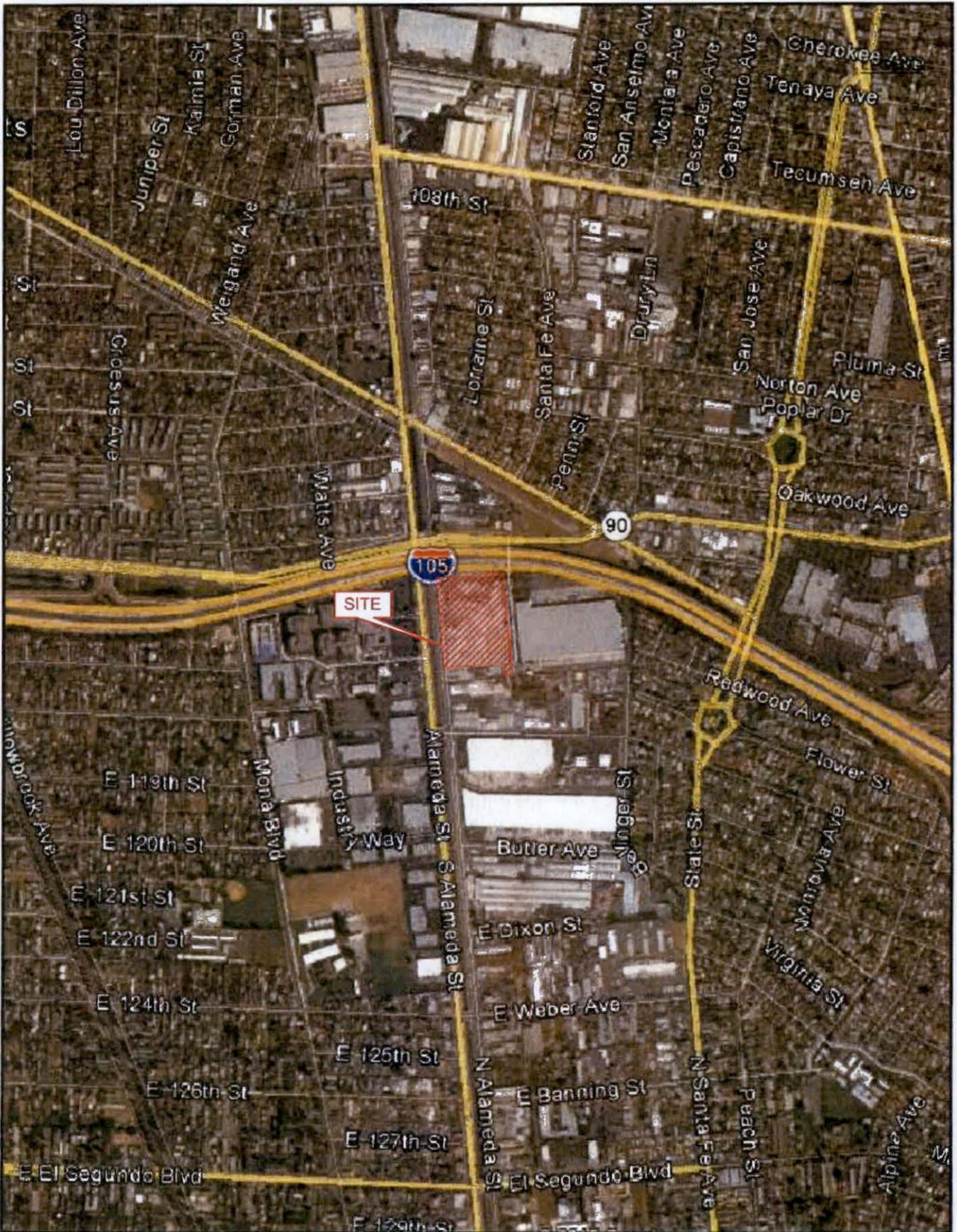
- SGI. 2016a. Final Removal Action Workplan. Westech Site, 2600 East Imperial Highway, Lynwood, California. June 7.
- SGI. 2016b. Health and Safety Plan. Westech Site, 2600 East Imperial Highway, Lynwood, California. June 7.

### 3.0 LIMITATIONS

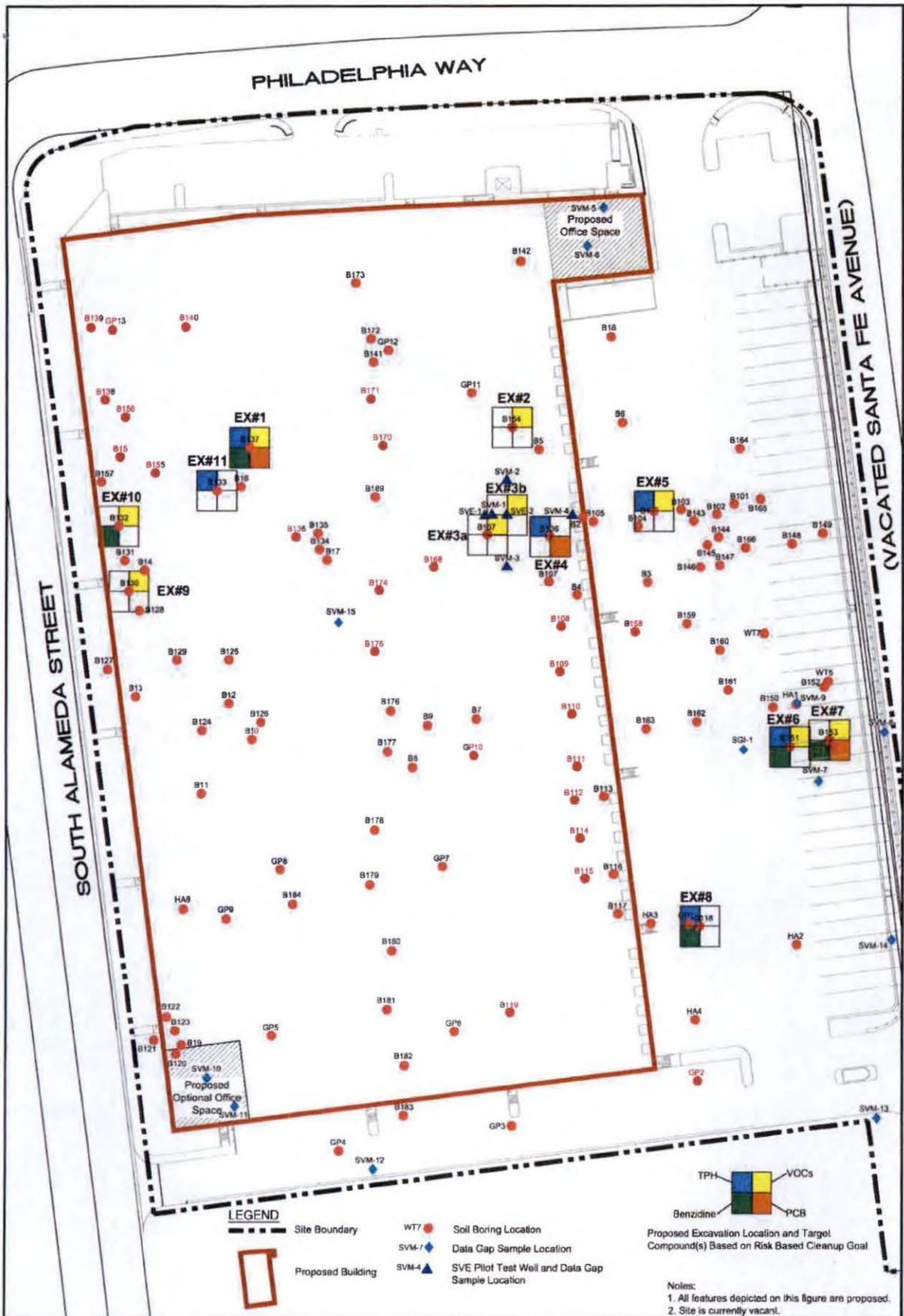
This document was prepared for the exclusive use of Duke Lynwood Limited Partnership (Duke) and the City of Lynwood (the City) for the express purpose of complying with a client- or regulatory directive for environmental investigation or restoration. SGI and Duke must approve any re-use of this work product in whole or in part for a different purpose or by others in writing. If any such unauthorized use occurs, it shall be at the user's sole risk without liability to SGI or Duke. To the extent that this report is based on information provided to SGI by third parties, including Duke, their direct contractors, previous workers, and other stakeholders, SGI cannot guarantee the completeness or accuracy of this information, even where efforts were made to verify third-party information. SGI has exercised professional judgment to collect and present findings and opinions of a scientific and technical nature. The opinions expressed are based on the conditions of the Site existing at the time of the field investigation, current regulatory requirements, and any specified assumptions. The presented findings and recommendations in this report are intended to be taken in their entirety to assist Duke and the City personnel in applying their own professional judgment in making decisions related to the property. SGI cannot provide conclusions on environmental conditions outside the completed scope of work. SGI cannot guarantee that future conditions will not change and affect the validity of the presented conclusions and recommended work. No warranty or guarantee, whether expressed or implied, is made with respect to the data or the reported findings, observations, conclusions, and recommendations.

**FIGURES**

S:\Clients A - FDuke Realty\Westech\Workplans\RAW\Figures\Fig.1-Site Location Map.dwg



 <p>3478 BUSKIRK AVENUE, SUITE 100 PLEASANT HILL, CA 94523</p>	<p>WESTECH SITE 2600 EAST IMPERIAL HIGHWAY LYNWOOD, CALIFORNIA</p>				<p><b>SITE LOCATION MAP</b></p>		 <p><b>FIGURE 1-1</b></p>
	<p>PROJECT NO. 01-DUKE-002</p>	<p>DATE 02/13/16</p>	<p>DR. BY: ZA</p>	<p>APP. BY: PJ</p>	 <p>HORIZONTAL SCALE IN FEET</p>		



**SGI** THE SOURCE GROUP, INC.  
 environmental  
 3478 BUSKIRK AVENUE, SUITE 100  
 PLEASANT HILL, CA 94523

WESTECH SITE  
 2600 EAST IMPERIAL HIGHWAY  
 LYNWOOD, CALIFORNIA

PROJECT NO	DATE	DR BY	APP BY
01 DUKE 002	02/13/16	ZA	PJ

**PROPOSED EXCAVATION LOCATIONS MAP**

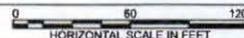


FIGURE 1-2

**TABLES**

**Table 1-1**  
**Excavation Volume Estimates and Rationale**  
 Westech Site  
 Lynwood, California

Excavation #	Length (ft)	Width (ft)	Depth (ft)	Vol (cy Insitu)	Vol (cy exsitu)	Vol (ton)	Target Contaminant(s)
EX#1	10	10	12	44.4	57.8	60.0	TPH, VOCs, benzidine
EX#2	10	10	4	14.8	19.3	20.0	VOCs
EX#3a	10	10	10	37.0	48.1	50.0	VOCs
EX#3b	10	10	10	37.0	48.1	50.0	VOCs
EX#4	10	10	10	37.0	48.1	50.0	TPH, PCB
EX#5	10	10	12	44.4	57.8	60.0	TPH, VOCs
EX#6	10	10	12	44.4	57.8	60.0	TPH, VOCs, benzidine
EX#7	10	10	12	44.4	57.8	60.0	TPH, VOCs, PCB
EX#8	10	10	3	11.1	14.4	15.0	TPH, benzidine
EX#9	10	10	5	18.5	24.1	25.0	VOCs
EX#10	10	10	5	18.5	24.1	25.0	VOCs, benzidine
EX#11	10	10	10	37.0	48.1	50.0	TPH
<b>TOTAL</b>				<b>389</b>	<b>506</b>	<b>525</b>	

**Notes and Key Assumptions:**

ft = feet below existing surface

Vol = Volume

cy = cubic yards

TPH = Total petroleum hydrocarbons

VOCs = Volatile organic compounds

PCB = Polychlorinated biphenyl

Maximum depth of 12' or at least 2' beneath a soil sample which exceeded the RBCG.

Clean overburden soil will be segregated during digging.

Exsitu volume based on 'fluff' factor of 1.3.

Tonnage based on 'insitu' volume X 1.35 tons/cy.

Excavations include 2' beneath failed sample, or 12' maximum depth.

**APPENDIX A**  
**NOTIFICATION FORMS**

0/15/10 11:00am



### SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT SVE Operation (R203) or Rule 1166 NOTIFICATION FORM

Use this form to notify of operation of a Soil Vapor Extraction unit (SVE); or prior to Excavating, Handling, Monitoring, Treating known or suspect Volatile Organic Compounds (VOC) contaminated soil per R1166. See Instructions on the back of this form. For questions check our website at [www.aqmd.gov](http://www.aqmd.gov) or call the Hotline at (909) 396-2326. FAX this form to 909-396-3342 and within 48 hours of the fax, MAIL the original form and fee to:

SCAQMD - 1166/203 Notifications, File # 55641, Los Angeles, CA 90074-5641

This form will be faxed back to you with a REFERENCE number if you provide a FAXBACK # here: 562-597-1070

AQMD USE ONLY		RECEIVED BY	POSTMARK	REFERENCE # <u>437318</u>
COMPLETED BY <u>Molly Black</u>		Company <u>The Source Group, Inc.</u>		Phone # <u>562-597-1055</u>
Date <u>6/15/10</u>	Check #	Amount <u>57.98</u>	Project # <u>OTDUKE-002</u>	
NOTIFICATION TYPE (check one only)	Original (Initial) <input checked="" type="checkbox"/>	Revision (prior reference #) <input type="checkbox"/>	Cancellation (prior reference #) <input type="checkbox"/>	
PROJECT TYPE (check one only)	<sup>1</sup> Soil Vapor Extraction (SVE) <input type="checkbox"/>	<sup>2</sup> R1166 Treating Contaminated Soil <input type="checkbox"/>	<sup>2</sup> R1166 Excavation of VOC Soil/Tank <input checked="" type="checkbox"/>	<sup>2</sup> R1166 Reporting > 50 ppm VOC Soil <input type="checkbox"/>
				<sup>2</sup> R1166 Reporting > 1000 ppm VOC Soil <input type="checkbox"/>
<sup>1</sup> SVE Permit issued to (name):		<sup>1</sup> SVE Permit Number:		
<sup>1</sup> SVE Distance to nearest sensitive receptor in feet (see your permit condition requirements):				
<sup>2</sup> R1166 Mitigation Plan issued to (name): <u>The Source Group, Inc.</u>		<sup>2</sup> R1166 Plan Number: <u>575632</u>		
<sup>2</sup> R1166 - Date & time of VOC > 50 or 1000 ppm exceedance:		Highest VOC reading in ppm:		
PROJECT DATES	START <u>6/20/10</u>	END <u>7/8/10</u>	WORK SHIFT	day <input checked="" type="checkbox"/> swing <input type="checkbox"/> night <input type="checkbox"/>
SITE CONTRACTOR INFORMATION		AQMD ID # <u>155080</u>	CSLB License # <u>956505</u>	Phone # <u>562-597-1055</u>
Name <u>The Source Group, Inc. / Apex</u>		Address <u>1962 Freeman Ave.</u>		
City <u>Signal Hill</u>	Zip <u>90755</u>	Site supv name & phone # <u>Carlos Vera 562-343-8041</u>		
SITE INFORMATION		Site Name <u>Westech Site</u>	Site AQMD ID #	
Site Address <u>2600 East Imperial Highway</u>		Cross Street <u>South Alameda St.</u>		
Site City <u>Lynwood</u>	Zip <u>90262</u>	Site contact name & phone # <u>Carlos Vera 562-343-8041</u>		
TANK INFORMATION	# OF TANKS	EACH	CAPACITY (gal)	MATERIAL STORED IN TANK ABOVE GROUND? (Y/N)
Example	3 tanks		10,000	Gasoline no
INFORMATION CERTIFICATION		I certify that the above information is complete and accurate		
Company Name <u>The Source Group, Inc.</u>		Print Name <u>Molly Black</u>	Signature <u>[Signature]</u>	Date <u>6/15/10</u>
COMMENTS				



AQMD

**FROM**

**TO**

Name: Cynthia Lozano

915625971070@fax.aqmd.gov

Phone: (909)396-31 Fax:

915625971070

E-mail: clozano@aqmd.gov

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Sent: 6/15/16

at: 12:59:44 PM

2 page(s) (including cover)

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Subject: re: R1166 Reference Number 437318

Comments:

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South Coast Air Quality Management District  
21865 Copley Drive, Diamond Bar, CA 91765-4178  
**COMPLIANCE PLAN**

Page 1 of 5  
Plan No.  
575632

This plan must be renewed annually and is subject to annual renewal fees pursuant to Rule 306 (h).

Plan Issue Date: 6/9/2015

ID 155080

Company: THE SOURCE GROUP, CORP.  
1962 FREEMAN AVE  
SIGNAL HILL, CA 90755-1291

Site Location: VARIOUS LOCATIONS IN SCAQMD

**Conditions:**

The operation under this Rule 1166 has been conditionally approved and is subject to the following conditions:

**SECTION I - GENERAL REQUIREMENTS**

1. A signed copy of this plan shall be present at each excavation site at all times and shall be made available to SCAQMD personnel upon request.
2. This plan is not valid for the excavation of VOC contaminated soils at landfills or sites used for disposal of refuse or other types of waste.
3. This plan does not allow the treatment of VOC-contaminated soil by thermal, chemical, or mechanical processes. Any of the above treatment processes requires a permit to operate from the SCAQMD and a site-specific Rule 1166 plan.
4. This plan does not allow back-filling of treated VOC contaminated soil. Back-filling of treated VOC contaminated soil may be allowed under a site specific Rule 1166 plan.
5. The total quantity of VOC contaminated soil excavated and handled at each site shall not exceed 2,000 cubic yards. This total includes any VOC contaminated soils excavated from this location under a various location plan within the last twelve (12) calendar months. Excavations involving quantities in excess of 2,000 cubic yards of VOC contaminated soil requires the application submittal and approval of a site specific Rule 1166 excavation plan.
6. For the purposes of Rule 1166 and this plan, soil measured pursuant to Rule 1166 as VOC contaminated soil, is considered as VOC contaminated soil from the time of measurement onward, until the soil is treated pursuant to an approved SCAQMD treatment process.
7. During each step of the process up to and including the removal and disposal process, all precautions and measures shall be taken to minimize the release of VOC, odor and dust. This includes, but is not limited to:
  - A. The use of additional plastic sheeting or suppressants on exposed soil surfaces and work areas,
  - B. Maintaining paved public streets free of soil deposits, and
  - C. Operating such that VOC soil shall not be spread on-site or off-site; and not performing any unnecessary movement or agitation of soil, including the reshaping or relocation of stockpiles, that may cause the uncontrolled evaporation of VOCs into the atmosphere.

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8. The SCAQMD shall be immediately notified of any complaints received as a result of activities conducted under this plan. Such notification shall include the nature of the complaint, number of complainants and the action taken by the plan holder to mitigate the source of the complaint.

#### SECTION II - PRIOR TO EXCAVATION

9. At least 24 hours prior to commencing excavation or grading of soil at the site, the executive officer or designee shall be notified of the excavation by fax using a form approved by the executive officer which is fully completed and including, the name of the company performing the excavation, and the application number listed on this mitigation plan. The notification shall be made by faxing the notification form at (909) 396-3342. Fax notifications will receive a reference number by return fax or can be obtained referencing the fax notification by phone Tuesday through Friday during business hours at (909) 396-2326. The reference number shall be retained as proof of compliance with this requirement.

Reference Number:

Notification Date:

10. Complete verification information in Attachment section and obtain required signatures, prior to commencing excavation.

#### SECTION III - MONITORING

11. All monitoring shall be conducted by trained personnel who are proficient in the use of the hydrocarbon monitor selected for use at this site.
12. During the excavation process, an organic vapor analyzer (OVA) shall be on site at all times. The OVA shall be maintained in good working order at all times and shall be calibrated by the manufacturer at least once every three months. The calibration of the OVA shall be verified using certified calibration gas at the beginning of each working day with the procedures specified by the manufacturer. If a calibration gas other than hexane is used, each measured reading shall be correlated to and expressed as hexane, using equivalency factors provided by the manufacturer.
13. All monitoring shall be conducted at a distance no more than 3 inches above the soil surface using an OVA described in condition no. 12 above. Monitoring shall be conducted at a minimum frequency of one reading for every two cubic yards of soil excavated, not to exceed fifteen minutes between readings. All readings shall be taken no later than three (3) minutes after each load of soil is excavated.
14. Written records of OVA monitoring and calibrations required above shall be kept in a format approved by the SCAQMD. The approved format is included in the attachment section (total 6 pages). The certification on all records shall be signed and dated on the day the measurements are observed.

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15. Upon detection of VOC contaminated soil (readings 50 PPMV or greater), the executive officer or designee shall be notified within 24 hours of the first detection of VOC contamination. The notification shall be made by faxing the notification form to (909) 396-3342 or calling (909) 396-2326. A reference number will be faxed back or will be issued when the phone notification is received. All phone notifications shall be followed by mailing the notification form to the district postmarked within 48 hours. The reference number will be retained as proof of compliance with this requirement.

Reference Number:

Notification Date:

#### SECTION IV - HANDLING

16. If the OVA measurement is greater than 50 PPMV but less than 1000 PPMV
- A. The affected work area and load of soil shall be sprayed with water and/or approved vapor suppressant.
  - B. Contaminated soil in stockpiles shall be covered with plastic sheeting which overlap a minimum of twenty-four inches and are secured so that no portion of the contaminated soil is exposed to the atmosphere. In the course of handling the stockpile, only the working face of the stockpile may be uncovered.
17. If the soil OVA measurement equals or is greater than 1,000 PPMV, notify the District immediately or within one hour of detection, and,
- A. The affected soil and Working area shall be immediately sprayed with water or an approved vapor suppressant, and either:
    - i. The contaminated soil excavated shall be immediately placed in SCAQMD approved sealed containers equipped with vapor tight lids, or,
    - ii. The soil shall be directly loaded in trucks, sprayed with additional water or approved vapor suppressants, covered, and transported immediately off site to an approved treatment facility, or,
  - B. Handled by alternative storage methods with prior written approval from the SCAQMD.
18. All VOC-contaminated soil below 1000 PPMV shall be stockpiled, covered with plastic sheeting and stored separately from non-VOC-contaminated soil, or immediately transported to a treatment facility

#### SECTION V - STORAGE

19. A stockpile shall not contain more than 400 cubic yards of soil.
20. During excavation, the only exposed VOC contaminated soil shall be restricted to the immediate working area of the site or stockpile. All other portions of the stockpile shall be covered with plastic sheeting, with seams, which overlap a minimum of twenty-four inches and are secured with duct tape. Any exposed VOC-contaminated soil surfaces (work face) shall be kept moist with water or other approved suppressants at all times, and shall be re-covered during periods of inactivity longer than one (1) hour. At the end of each working day, all stockpiles shall be completely covered and securely anchored to prevent any exposure of soil to the atmosphere.

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21. Once covered with plastic sheeting, stockpiles shall remain undisturbed until removed from site.
22. Daily inspections shall be conducted of all covered VOC-contaminated stockpiles to ensure the integrity of the plastic cover. Such inspections shall include a visual inspection of all seams and plastic cover surfaces. Any holes, tears or any other potential sources of fugitive VOC emissions shall be repaired immediately. Daily records shall be maintained to ensure compliance with this condition.

#### SECTION VI - SOIL REMOVAL AND DISPOSAL

23. All excavated VOC-contaminated soil shall be removed from the site within thirty (30) days of its excavation.
24. All VOC-contaminated soil removed from the site shall comply with the following:
  - A. Be transported to an approved treatment/disposal facility. It shall be the responsibility of the plan holder to ensure that the receiving treatment/disposal facility has received approval from the appropriate environmental oversight agencies to handle and treat VOC contaminated soils.
  - B. Prior to covering/tarpping, loaded contaminated soil shall be treated by spraying with water or dust suppressants.
  - C. The truck or trailer shall be completely covered/tarped prior to leaving the site to prevent particulate emissions to the atmosphere.
  - D. When loading is completed and during transportation, no excavated material shall extend above the sides or rear of the truck or trailer.
  - E. The exterior of the trucks (including the tires) shall be cleaned off prior to the trucks leaving the excavation site.

#### SECTION VII - RECORDS AND REPORTING

25. A written report shall be provided to the SCAQMD within 30 days of initial detection of contaminated soil, which includes the following information:
  - A. The status of the excavation pit, and any VOC contaminated soil remaining on site.
  - B. A brief summary indicating if additional clean up efforts are necessary, the additional quantity of VOC contaminated soils to be excavated and the projected schedule of the excavation.
26. Records of disposal shall be maintained for all VOC-contaminated soil removed from this site. Such records shall be clearly labeled SCAQMD RULE 1166-VOC CONTAMINATED SOIL and shall include the identification and the location of, 1) the generator, 2) transporter and 3) receiving facility. In addition, such records shall be signed and dated by each of the above parties indicating receipt or relinquishment of the VOC-contaminated soil at the time custody is transferred.
27. Records of disposal of VOC-contaminated soil shall be maintained on site during the excavation and later maintained for a period of two (2) years. The records shall be made available to SCAQMD personnel upon request.

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28. Within thirty (30) days after the excavation at the site is completed, the written records under conditions no. 14, 22, and 27 shall be submitted to the SCAQMD at the following address:

South Coast Air Quality Mgmt District  
Engineering & Compliance division  
Toxics & Waste management unit  
(Rule 1166 Compliance)  
21865 E. Copley Dr.  
Diamond Bar, CA. 91765-4182

29. Once issued, this plan is subject to further review by the SCAQMD and may be revoked if excavation activities are found in violation of plan conditions or SCAQMD's Rules and Regulations. Failure to comply with one or more of the conditions contained within this plan constitutes a violation of Rules 221 and 1166.

#### NOTICE

This plan does not authorize the emission of air contaminants in excess of those allowed by Division 26 of the Health and Safety Code of the State of California or the applicable Rules and Regulations of the South Coast Air Quality Management District (SCAQMD). This plan cannot be considered as permission to violate existing laws, ordinances, regulations or statutes of other government agencies.

A copy of this plan shall be displayed in the vicinity of the equipment subject to this plan.

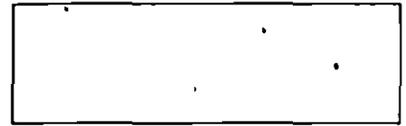
Executive Officer

By Dorris M. Bailey/CG06  
6/9/2015

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South Coast Air Quality Management District  
21865 Copley Drive, Diamond Bar, CA 91765-4178



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**ATTACHMENT SECTION**

**VERIFICATION AND SIGNATURE**

THIS PLAN IS NOT VALID UNTIL ALL PARTIES HAVE REVIEWED AND SIGNED THE VERIFICATION STATEMENT BELOW.

Site Name		Type of Business	
Address	City	Zip	
Responsible Party (Owner/Operator)			Phone
Address	City	Zip	

I CERTIFY THAT I HAVE REVIEWED AND UNDERSTAND THE CONDITIONS CONTAINED WITHIN THIS PLAN. IN SIGNING BELOW, I ACKNOWLEDGE THAT UNDER THE PROVISIONS OF RULE 1166, I CAN BE HELD RESPONSIBLE FOR THE REQUIREMENTS SET FORTH IN THIS PLAN.

Responsible Party	Responsible Party Signature	Date Signed
General Contractor	General Contractor Signature	Date Signed
Excavation Contractor	Excavation Contractor Signature	Date Signed
Environmental Consultant	Environmental Consultant Signature	Date Signed

**DEFINITIONS**

<b>Excavation</b>	Is the process of digging out and removing materials including any material necessary to that process such as the digging out and removal of asphalt or concrete necessary to expose, dig out and remove known VOC contaminated soil.
<b>Organic Vapor Analyzer (OVA)</b>	For the purposes of this plan, an OVA is an hydrocarbon monitor utilizing flame ionization, photo ionization or other analytical methods complying with 40 CFR PART 60 APPENDIX A, EPA METHOD 21 SECTION 3, "DETERMINATION OF VOLATILE ORGANIC COMPOUND LEAKS, MONITORING INSTRUMENT SPECIFICATIONS. The monitor shall be capable of being calibrated using hexane at a range of 0 parts per million by volume (PPMV) to 50 PPMV, and at a detection range of at least 30 PPMV to 1100 PPMV
<b>Responsible Party</b>	For the purposes of this plan, Responsible Party is the party financially responsible for initiating the excavation. This may include the property owner or the tank operator. This excludes contractors working for the property owner or operator, and any other party that lacks the direct authority to immediately treat all VOC contaminated soils generated at the excavation site.
<b>VOC Contaminated Soil</b>	Is soil that registers a concentration of 50 PPM or greater of volatile organic compounds as measured before suppression materials have been applied and at a distance of no more than three inches from the surface of the excavated soil with an organic vapor analyzer calibrated with hexane.
<b>Volatile Organic Compound (VOC)</b>	Is any volatile compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates,

ammonium carbonate, and exempt compounds. Exempt compounds areas defined in Rule 102 -- Definitions of Terms.

Once issued, this plan is subject to further review by the SCAQMD and may be revoked if excavation activities are found in violation of plan conditions or SCAQMD's Rules and Regulations. Failure to comply with one or more of the conditions contained within this plan constitutes a violation of Rules 221 and 1166.

Other governmental agencies may require approval before any excavation begins. It shall be the responsibility of the applicant to obtain that approval. The South Coast Air Quality Management District shall not be responsible or liable for any losses because of measures required or taken pursuant to the requirements of this approved Rule 1166 Contaminated Soil Mitigation Plan.

Questions regarding this plan should be directed to Larry Israel at (909) 396-2370.





# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765

1-800-CUT-SMOG www.aqmd.gov

## IMPORTANT NOTICE Rules 203, 1149 and 1166 Fees

TO COMPANIES AND CONTRACTORS THAT:

- Operate portable soil/vapor extraction units at a location for 5 days or more (Rule 203)*
- Degas storage tanks known/suspected to contain Volatile Organic Compounds (VOC) (Rule 1149)*
- Remove tanks or transfer piping known/suspected to contain VOC (Rule 1166)*
- Handle, excavate, grade, monitor or treat soil known/suspected to contain VOC (Rule 1166)*

SCAQMD Regulation III - Fee amendments for the Fiscal Years notification fee are as shown below. All required notifications for soil vapor extraction projects, tank degassing projects, and excavation of VOC soil projects, are subject to the new fee per Rule 301(x). See fee schedule below:

Fiscal Year	Notification Fee*
2014-2015	\$57.18
2015-2016	\$57.98

The fee is per notification and an additional service charge fee of \$25.00 may apply for any returned check per Rule 313(i).

Initial notifications must be faxed to 909-396-3342 and the original notification and fee must be postmarked within 48 hours of the fax time.

SCAQMD recommends mailing your notification to save time, money, reduce traffic, conserve energy use and avoid air pollution. *For your convenience please mail all notifications and fees to the following mailing address:*

*SCAQMD R203/1149/1166 Notifications,  
FILE # 55641,  
Los Angeles, CA 90074-5641*

Notifications should be completed, signed, mailed and the fee paid by the contractor performing the project. Notifications submitted without a fee are deemed incomplete and they will be returned to sender and referred to the Air Toxics Compliance Unit.

Rules 203, 1149 and 1166 notification forms, instructions, and information can be obtained from the SCAQMD web site at <http://www.aqmd.gov>

The forms are located at our home page, click on **Business / Compliance Program / Recordkeeping and Reporting Forms** or the **Rule** link below.

- 203** Soil Vapor Extraction (SVE) Notification Form
- 1166** VOC Emissions From Soil Excavation Notification Form
- 1149** Storage Tank Degassing Notification Form

For any Rule 203/1149/1166 questions call the above Rules Hot Line at (909) 396-2326.

\*NOTE: Rule 304(e) requires an owner operator to pay for analysis of SCAQMD field samples showing non compliance. Please consult the current Rule 301 for the correct Notification Fee prior to sending the payment.



**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**  
**SVE Operation (R203) or Rule 1166 NOTIFICATION FORM**

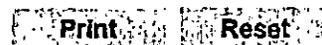
Use this form to notify of operation of a Soil Vapor Extraction unit (SVE); or prior to Excavating, Handling, Monitoring, Treating known or suspect Volatile Organic Compounds (VOC) contaminated soil per R1166. See instructions on the back of this form. For questions check our website at [www.aqmd.gov](http://www.aqmd.gov) or call the Hotline at (909) 396-2326.

FAX this form to 909-396-3342 and within 48 hours of the fax, MAIL the original form and fee to:

SCAQMD - 1166/203 Notifications, File # 55641, Los Angeles, CA 90074-5641

This form will be faxed back to you with a REFERENCE number if you provide a FAXBACK # here: \_\_\_\_\_

AQMD USE ONLY		RECEIVED BY	POSTMARK	REFERENCE #	
COMPLETED BY		Company		Phone #	
Date	Check #	Amount	Project #		
NOTIFICATION TYPE (check one only)	Original (Initial) <input type="checkbox"/>	Revision (prior reference #) <input type="checkbox"/>	Cancellation (prior reference #) <input type="checkbox"/>		
PROJECT TYPE (check one only)	<sup>1</sup> Soil Vapor Extraction (SVE) <input type="checkbox"/>	<sup>2</sup> R1166 Treating Contaminated Soil <input type="checkbox"/>	<sup>2</sup> R1166 Excavation of VOC Soil/Tank <input type="checkbox"/>	<sup>2</sup> R1166 Reporting > 50 ppm VOC Soil <input type="checkbox"/>	<sup>2</sup> R1166 Reporting > 1000 ppm VOC Soil <input type="checkbox"/>
<sup>1</sup> SVE Permit issued to (name):			<sup>1</sup> SVE Permit Number:		
<sup>1</sup> SVE Distance to nearest sensitive receptor in feet (see your permit condition requirements):					
<sup>2</sup> R1166 Mitigation Plan issued to (name):			<sup>2</sup> R1166 Plan Number:		
<sup>2</sup> R1166 - Date & time of VOC > 50 or 1000 ppm exceedance:			Highest VOC reading in ppm:		
PROJECT DATES	START	END	WORK SHIFT	day <input type="checkbox"/> swing <input type="checkbox"/> night <input type="checkbox"/>	
SITE CONTRACTOR INFORMATION		AQMD ID #	CSLB license #	Phone #	
Name		Address			
City		Zip	Site suprv name & phone #		
SITE INFORMATION		Site Name	Site AQMD ID #		
Site Address		Cross Street			
Site City		Zip	Site contact name & phone #		
TANK INFORMATION	# OF TANKS	EACH	CAPACITY (gal)	MATERIAL STORED IN TANK	ABOVE GROUND? (Y/N)
		@			
		@			
<i>Example</i>	<i>3 tanks</i>	<i>@</i>	<i>10,000</i>	<i>Gasoline</i>	<i>no</i>
INFORMATION CERTIFICATION I certify that the above information is complete and accurate					
Company Name		Print Name	Signature	Date	
COMMENTS					



## Rule 203 and Rule 1166 Form Notification Instructions

Use this form to notify of operation of a Soil Vapor Extraction unit (SVE) at any site for more than 5 days per permit condition (R203); or for notifying about R1166 projects prior to excavating soil that is known or suspected to contain Volatile Organic Compounds (VOC), VOC tank excavation, discovering the presence of > 50 ppm and 1000 ppm VOC contaminated soil during soil excavation, or to notify of onsite VOC contaminated soil mitigation or treating. For questions check our website at [www.aqmd.gov](http://www.aqmd.gov) or call the Hotline at (909) 396-2326

**NOTIFICATION FEES:** Per Rule 301(x) any person required to submit a notification per Rule 1166 projects or Rule 203 - Soil Vapor Extraction projects must pay a notification fee per notification.

**FAX** all notifications to (909) 396-3342 and then **MAIL** the form and fee within 48 hours of fax to:

SCAQMD Rule 1166 / 203 Notifications, File # 55641, Los Angeles, CA 90074-5641

Notifications must include the following **MANDATORY** information:

**Faxback #** - Provide your fax # at the top of the Notification Form if you want a Reference # faxed back to you.

**Notification Type** - **CIRCLE** the type of Notification. Original is for new or initial Notifications. Revisions are for updating information on notifications in which the project End Date has not expired. Provide the most recent prior Reference # issued for Revisions or Cancellations.

**Project Type** - **CIRCLE** the type of work you are submitting a notification for. A separate notification and fee is required for each type of work selected.

**Mitigation Plan/Permit** - Each Project Type requires a valid R1166 Mitigation Plan or SVE Permit # (important).

**Site Contractor Information** - Provide the information for the actual contractor doing the work. The AQMD ID #, also known as Company or Facility ID #, can be found on the contractor's AQMD Mitigation Plan, Permits or Invoices.

**Site Information** - Provide the site name and complete address. Include the street number and name, city, zip code, and nearest cross street. Give more detailed directions for site(s) difficult to locate.

**Project Dates** - Provide the project Start and End Dates. Any changes will require a Revision notification.

**Tank Information** - For R1166 tank excavation specify the tank capacity, the VOC material stored in the tank, and if the tank is above ground (a/g) or underground (u/g).

**Information Certification** - The notification must be signed and dated by the contractor doing the work or authorized representative to confirm that the information provided is complete and accurate.

**SOIL/TANK EXCAVATION NOTIFICATION Rule 1166(c)(1)(B)** Notify 24 hours prior of intent to Excavate known or suspected VOC storage and/or transfer equipment (includes diesel and waste oil tanks); or handling known or suspected VOC contaminated soil. **NOTE:** Soil excavation > 5,000 cubic yards may require a R403 Fugitive Dust Plan.

**DETECTING/FINDING VOC SOIL NOTIFICATION - Rule 1166(c)(1)(D)(II)** Notify of finding VOC contaminated soil

- within 1 hour of detecting VOC greater than 1000 ppm\*
- within 24 hours of detecting VOC greater than 50 ppm
- within 1 hour of an excavation due to a breakdown requiring a Rule 430 notification to SCAQMD

**EMERGENCY NOTIFICATION Rule 1166(c)(1)(B)** Notify prior to start work of any incident declared an emergency by an authorized agency requiring immediate tank removal/repairs or excavating/handling known or suspected VOC soil:

- Call 1-800-CUT-SMOG prior to excavating or fax the emergency notification to 909-396-3342 and
- Mail the notification within 48 hours after the excavation including the agency Order or Declaration.

**SOIL VAPOR EXTRACTION NOTIFICATION (SVE - Rule 203 \*)** Notify upon the 5<sup>th</sup> day after operating at a new site: notifying of start-up or testing of operation of portable Soil Vapor Extraction equipment lasting 5 days or more. Provide the distance in feet to the nearest sensitive receptor if the site is located less than 1/4 mile from any Long-Term Health Care Facility, Rehabilitation Center, Convalescent Center, Retirement Home, Residence, School, Playground, Child Care Center or Athletic Facility (\* See your SVE permit condition requirements).

**MITIGATION/TREATING VOC SOIL NOTIFICATION (Rule 203 \*)** Notify per Permit condition requirements when: notifying of on-site mitigation or treating of VOC contaminated soil (\* See your Permit condition requirements).

6/15/16 11:06am

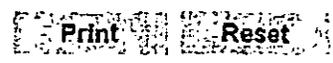


### SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT SVE Operation (R203) or Rule 1166 NOTIFICATION FORM

Use this form to notify of operation of a Soil Vapor Extraction unit (SVE); or prior to Excavating, Handling, Monitoring, Treating known or suspect Volatile Organic Compounds (VOC) contaminated soil per R1166. See Instructions on the back of this form. For questions check our website at [www.aqmd.gov](http://www.aqmd.gov) or call the Hotline at (909) 396-2326. FAX this form to 909-396-3342 and within 48 hours of the fax, MAIL the original form and fee to:  
SCAQMD - 1166/203 Notifications, File # 55641, Los Angeles, CA 90074-5641

This form will be faxed back to you with a REFERENCE number if you provide a FAXBACK # here: 562-597-1070

AQMD USE ONLY		RECEIVED BY	POSTMARK	REFERENCE # <u>437318</u>
COMPLETED BY <u>Molly Black</u>		Company <u>The Source Group, Inc.</u>		Phone # <u>562-597-1055</u>
Date <u>6/15/16</u>	Check #	Amount <u>57.98</u>	Project # <u>01DUKE-002</u>	
NOTIFICATION TYPE (check one only)	Original (Initial) <input checked="" type="checkbox"/>	Revision (prior reference #) <input type="checkbox"/>	Cancellation (prior reference #) <input type="checkbox"/>	
PROJECT TYPE (check one only)	<sup>1</sup> Soil Vapor Extraction (SVE) <input type="checkbox"/>	<sup>2</sup> R1166 Treating Contaminated Soil <input type="checkbox"/>	<sup>2</sup> R1166 Excavation of VOC Soil/Tank <input checked="" type="checkbox"/>	<sup>2</sup> R1166 Reporting > 50 ppm VOC Soil <input type="checkbox"/>
			<sup>2</sup> R1166 Reporting > 1000 ppm VOC Soil <input type="checkbox"/>	
<sup>1</sup> SVE Permit issued to (name):		<sup>1</sup> SVE Permit Number:		
<sup>1</sup> SVE Distance to nearest sensitive receptor in feet (see your permit condition requirements):				
<sup>2</sup> R1166 Mitigation Plan issued to (name): <u>The Source Group, Inc.</u>		<sup>2</sup> R1166 Plan Number: <u>575632</u>		
<sup>2</sup> R1166 - Date & time of VOC > 50 or 1000 ppm exceedance:		Highest VOC reading in ppm:		
PROJECT DATES	START <u>6/20/16</u>	END <u>7/8/16</u>	WORK SHIFT day <input checked="" type="checkbox"/>	swing <input type="checkbox"/>
	night <input type="checkbox"/>			
SITE CONTRACTOR INFORMATION		AQMD ID # <u>155080</u>	CSLB License # <u>956505</u>	Phone # <u>562-597-1055</u>
Name <u>The Source Group, Inc. / Apex</u>		Address <u>1962 Freeman Ave.</u>		
City <u>Signal Hill</u>	Zip <u>90755</u>	Site supv name & phone # <u>Carlos Vera 562-343-8041</u>		
SITE INFORMATION		Site Name <u>Westech Site</u>	Site AQMD ID #	
Site Address <u>2600 East Imperial Highway</u>		Cross Street <u>South Alameda St.</u>		
Site City <u>Lynwood</u>	Zip <u>90262</u>	Site contact name & phone # <u>Carlos Vera 562-343-8041</u>		
TANK INFORMATION	# OF TANKS	EACH	CAPACITY (gal)	MATERIAL STORED IN TANK ABOVE GROUND? (Y/N)
		⊙		
		⊙		
Example	3 tanks	⊙	10,000	Gasoline no
INFORMATION CERTIFICATION		I certify that the above information is complete and accurate		
Company Name <u>The Source Group, Inc.</u>		Print Name <u>Molly Black</u>	Signature	Date <u>6/15/16</u>
COMMENTS				





AQMD

**FROM**

**TO**

Name: Cynthia Lozano

915625971070@fax.aqmd.gov

Phone: (909)396-31 Fax:

915625971070

E-mail: clozano@aqmd.gov

Sent: 6/15/16

at: 12:59:44 PM

2 page(s) (including cover)

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Subject: re: R1166 Reference Number 437318

Comments:

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No: **2015-909134**

**ANNUAL PERMIT**

Permit Issued To

(Insert Contractor/Project Administrator's Name, Address and Telephone No.)

The Source Group Inc  
 Attn: Safety Mgr or Jonna Henderson  
 3478 Buskirk Ave Ste 100  
 Pleasant Hill CA 94523-7301

(925) 951-6405

No. \_\_\_\_\_  
 Date 7/7/2015  
 Region 1  
 District 5  
 Tel. (707) 649-3700

Type of Permit **T1-ANNUAL TRENCH/EXCAVATION**

Pursuant to Labor Code Sections 6500 and 6502, this Permit is issued to the above-named employer for the projects described below.

State Contractor's License Number		<b>758173</b>	Permit Valid through		<b>July 06, 2016</b>
Description of Project	Location Address	City and County	Anticipated Dates		
			Starting	Completion	
Various Conditions of Issuance:	Statewide		Jul 7, 2015	Jul 06, 2016	

**This Permit is issued upon the following conditions:**

1. That the work is performed by the same employer. If this is an annual permit the appropriate District Office shall be notified, in writing, of dates and location of job site prior to commencement.
2. The employer will comply with all occupational safety and health standards or orders applicable to the above projects, and any other lawful orders of the Division.
3. That if any unforeseen condition causes deviation from the plans or statements contained in the Permit Application Form the employer will notify the Division immediately.
4. Any variation from the specification and assertions of the Permit Application Form or violation of safety orders may be cause to revoke the permit.
5. This permit shall be posted at or near each place of employment as provided in 8 CCR 341.4

Received From		Received By	
Jonna Henderson		Permit Unit	
<input type="checkbox"/> Cash	Amount	Date	
<input checked="" type="checkbox"/> Check 63898	\$100.00	7/7/15	

Investigated by \_\_\_\_\_  
 Approved by Robert E. Law 7/7/2015  
 Safety Engineer  
 District Manager/Permit Unit Date

Fax'd  
6/15/16  
@ 5:02pm

State of California  
Department of Industrial Relations  
Division of Occupational Safety & Health

**ACTIVITY NOTIFICATION FORM  
FOR HOLDERS OF ANNUAL PERMITS  
Buildings/Structures, Scaffolding/Falsetwork, Demolition, Trenches/Excavations**

THIS FORM **SHALL** BE FAXED TO THE NEAREST DOSH OFFICE TO COMPLY WITH THE 8 CCR 341.1(h).  
PLEASE **DO NOT** MAIL DUPLICATE NOTIFICATION AS A FOLLOW-UP TO FAX NOTIFICATION.

**FAX DATA:** FAXED TO Long Beach District office DOSH DISTRICT OFFICE ON Atlantic Avenue, Long Beach  
DOSH FAX NO. 562,426-8340 BY Molly Black 714-235-0080  
Company Name: The Source Group, Inc. Field Phone: 562-343-8041  
Annual Permit Number: 2015-909134 Office Phone: 562-597-1055  
Issuing Region: 1 Issuing District: 5  
Specific Activity Location: 2100 E. Imperial Highway, Lynwood, CA Number of Employees: 10  
Nearest Major Cross Street: South Alameda Street Starting Date: 6/20/16  
City: Lynwood, CA Anticipated Completion Date: 7/8/16  
County: Los Angeles High Voltage Lines in Proximity? No  only @ property line Yes

**INSTRUCTIONS:** The appropriate item(s) must be completed and signed by a person knowledgeable about the project for each activity covered by a permit. Please fill in or check off the blanks where appropriate.

**Construction:** Building  Structure  Type: Steel Frame  Tiered  Concrete  Tilt-up   
Wood Frame  Curtain Wall  Precast  Slip Form  Depth  Height   
Description: \_\_\_\_\_

**Scaffolding:** Height  Metal  Wood  Wood over 60 Feet  Metal over 125 Feet   
Metal >125 Feet or Wood >60 Feet requires design by California Registered Civil Engineer & Plans at Site. (See 8 CCR 1644(c) (7))  
Description: \_\_\_\_\_

**Falsetwork/Vertical Shoring:** Maximum Height \_\_\_\_\_ Maximum Span \_\_\_\_\_ Material \_\_\_\_\_  
Description: \_\_\_\_\_  
(See 8 CCR 1717)

**Demolition of:** Building  Structure  Height \_\_\_\_\_ No. of Stories \_\_\_\_\_ Type: Steel Frame   
Wood Frame  Concrete  Demolition Ball  Clam  Explosives   
Loaders/Tractors \_\_\_\_\_ Other \_\_\_\_\_

Trenches/Excavations: Depth Range (Min/Max) 3/12 Width Range (Min/Max) 5/20 Total Length 10/20

Ground Protection Method: Shoring \_\_\_\_\_ Sloping X Trench Shield \_\_\_\_\_ Professional Engineer \_\_\_\_\_

Underground Services Alert (USA) Number A61671414 (NORTH 1-800-642-2444/SOUTH 1-800-422-4133)

Soil Analysis to be done? Yes X No \_\_\_\_\_ If No, You Must Slope 1.5 to 1.

**Competent Person:** The holder of an Annual Permit who is notifying the District of the commencement of a Trench and/or Excavation project shall designate a **competent person** in accordance with the requirements of 8 CCR Section 1504, 1541, and 1541.1.

Description: Work to include various locations for site remediation purposes.

\* Ground protection methods for excavations deeper than 20 feet must be designed by a Registered Professional Engineer. See 8 CCR 1541.1, Appendix F.

I hereby certify that to the best of my knowledge the above information and assertions are true and correct and that I/the applicant, have knowledge of and will comply with the foregoing.

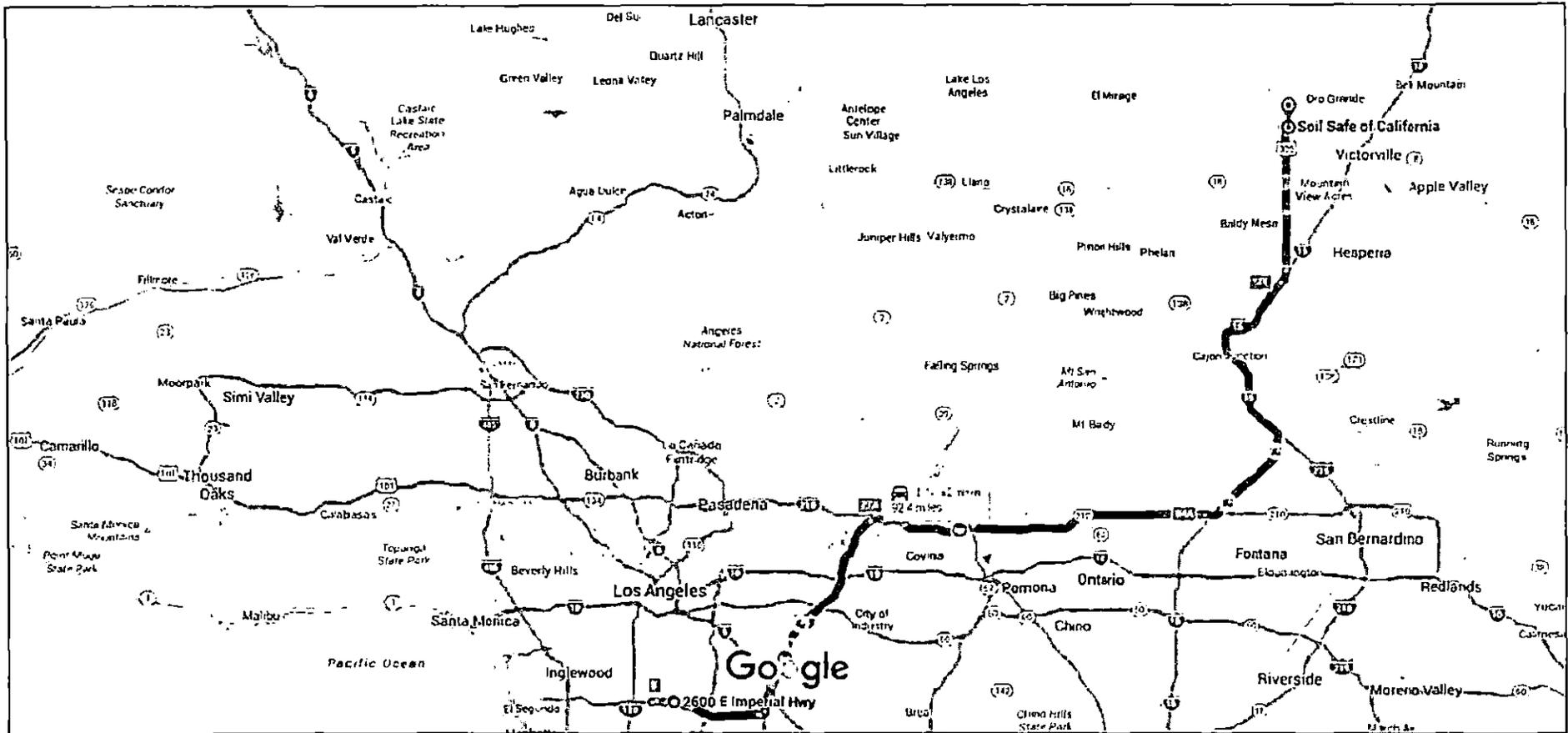
Name: Molly Black  
(Please Type or Print)

Signature: 

Title: Environmental Scientist

Date: 6/15/16

**APPENDIX B**  
**TRANSPORTATION ROUTE MAP**



**SGI** environmental  
**THE SOURCE GROUP, Inc.**  
 3478 BUSKIRK AVENUE, SUITE 100  
 PLEASANT HILL, CA 94523

WESTECH SITE  
 2600 EAST IMPERIAL HIGHWAY  
 LYNWOOD, CALIFORNIA

**TRANSPORTATION ROUTE MAP**



PROJECT NO. 01-DUKE-002	DATE 04/25/16	DR. BY: TC	APP. BY: PJ
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**FIGURE F-1**

**ATTACHMENT D**  
**Department of Toxic Substances Control (DTSC) Approval**



*Matthew Rodriguez*  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

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*Edmund G. Brown Jr.*  
Governor

Barbara A. Lee, Director  
9211 Oakdale Avenue  
Chatsworth, California 91311

June 9, 2016

Robert Close  
Director of Design and Construction  
300 Spectrum Center Drive, Suite 1450  
Irvine, California 92618

**APPROVAL OF FINAL REMOVAL ACTION WORKPLAN - WESTECH –  
2600 EAST IMPERIAL HIGHWAY, LYNWOOD, CALIFORNIA 90262  
Site code: 301714-11**

Dear Mr. Close:

The Department of Toxic Substances Control (DTSC) has reviewed and hereby approves the Final Removal Action Workplan (RAW) dated June 7, 2016 prepared by The Source Group, Inc. on behalf of Duke Lynwood Limited Partnership for the above referenced site (Site). DTSC will provide cleanup oversight pursuant to the Voluntary Cleanup Agreement (Docket No. HSA VCA-15/16-016) between DTSC and Duke Lynwood Limited Partnership.

DTSC held a thirty-day public comment period on the Draft RAW from May 2, 2016 to June 1, 2016. DTSC did not receive any comments from the public during the comment period and therefore, no "Response to Comments" document has been prepared. However, DTSC technical staff furnished a few additional comments on the draft RAW and the related documents which required some modification. In addition, as a part of the approval process, DTSC prepared and filed a Notice of Exemption (NOE) document with the Office of Planning and Research State Clearinghouse to comply with the California Environmental Quality Act (CEQA) requirements for this removal action project. A copy of the Final NOE is enclosed for your information.

The 8.6-acre Site was developed in 1941 by Western Gear Corporation as a manufacturing plant for naval vessel machinery and was leased to Philadelphia Gear to manufacture gears for water power plants and turbine engines. Many buildings were used for manufacturing, assembly, storage, and offices. All Site buildings were demolished and removed in 2012. Since 1987, eight subsurface site assessments have been conducted. Approximately 350 soil samples, 92 soil vapor samples, and 53 groundwater samples have been collected and analyzed. Based on these historical site investigations, chemicals of potential concern (COPCs) present in Site soils, soil vapor, and groundwater include Total Petroleum

Robert Close  
June 9, 2016  
Page 2

Hydrocarbons (TPHs), Volatile Organic Compounds (VOCs), metals, Polychlorinated biphenyls (PCBs), 1,4-Dioxane and organic lead above their screening levels.

The RAW establishes the removal action objectives (RAOs), evaluates remedial alternatives and identifies a presumptive remedy that will remove and/or treat COPCs in OU-1 (soil and soil vapor) and OU-2 (groundwater) to reduce the threat to human health and the environment. It also summarizes the historical and current remedial investigations and presents a human health assessment baseline to quantify potential exposures to human receptors on the Site. It has proposed a hybrid remedy of source area removal and Soil Vapor Extraction (SVE) for soil and soil vapor (OU-1), and Enhanced In-situ Bioremediation (EISB), for groundwater (OU-2). Institutional and engineering controls and long-term groundwater monitoring are also recommended.

It has also presented other logistics for regulatory compliance consisting of a Health and Safety Plan including air monitoring and dust mitigation, a Transportation Plan, a Quality Assurance Plan and a Storm Water Pollution Prevention Plan. Should you have any questions, please contact me at (818) 717-6552.

Sincerely,



Chand Sultana, Ph.D., M.S.B.A.  
Project Manager

Brownfields and Environmental Restoration Program - Chatsworth Office

cc: Paisha Jorgensen, P.G.  
Senior Geologist  
The Source Group, Inc.  
Environmental Engineering  
Hydrogeologic & Management Services  
3478 Buskirk Avenue, Suite 100  
Pleasant Hill, California 94523

**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
NOTICE OF EXEMPTION**

**To:** Office of Planning and Research  
State Clearinghouse  
P.O. Box 3044, 1400 Tenth Street, Room 212  
Sacramento, CA 95812-3044

**From:** Department of Toxic Substances Control  
Brownfields and Environmental Restoration Program  
9211 Oakdale Avenue  
Chatsworth, California 91311

**Project Title:** Westech Site

**Project Location:** 2600 East Imperial Highway, Lynwood, California 90262

**County:** Los Angeles

**Project Description:** The California Department of Toxic Substances Control (DTSC), pursuant to regulatory authority granted under Chapter 6.8 of Division 20 of the Health and Safety Code, is approving the draft Removal Action Workplan (RAW). This project implements the activities described in the RAW and will be conducted in parallel with the Duke Lynwood Limited Partnerships (Duke; property owner) commercial warehousing redevelopment project that was subject to a separate Initial Study and Mitigated Negative Declaration (IS/MND) with the City of Lynwood as lead CEQA agency. This RAW was prepared in compliance with Duke's Voluntary Cleanup Agreement Docket No. HSA VCA-15/16-016 with the Department of Toxic Substances Control, which was executed on September 3, 2015, and amended on January 6, 2016. The purpose of the RAW is to evaluate the Site data and establish removal action objectives (RAOs) that are protective of human health and the environment. The soil and soil vapor components of the RAW are designated Operable Unit 1 (OU1). The groundwater components of the RAW are designated OU-2.

**Background:** The 8.6-acre Site is located at 2600 East Imperial Highway in the City of Lynwood, Los Angeles County. The Site has been assigned Assessor's Parcel Number (APN) 6169-012-016. The Site is bounded by Philadelphia Way to the north, with the elevated Interstate 105 beyond; South Alameda Street to the west, with the sunken Alameda Corridor (railroad) beyond; and commercial and industrial properties to the south and east. The ground surface is approximately 90 feet above mean sea level and is relatively flat with a gentle slope toward the south-southeast. No known hospitals are located within 1/2-mile of the Site. No schools are located within 1/4-mile of the Site and the nearest down-gradient residential area is located approximately 1,000 feet southeast of the Site. The Site and surrounding areas are zoned as "M" for industrial.

The Site was developed in 1941 by Western Gear Corporation (later named Westech Gear) as a manufacturing plant for naval vessel machinery and parts. In the 1990's, the Site was leased to Philadelphia Gear to manufacture gears for water power plants and turbine engines. Multiple buildings previously located on the Site were used as manufacturing, assembly, storage, and offices. All Site buildings were demolished and removed in 2012. Removal of the remaining concrete pads and footings was completed in January 2016. Future long-term use of the Site is expected to remain industrial. Future development plans include construction of an approximately 200,000 square-foot warehouse building, including a small office area and associated parking and landscaping.

Eight subsurface site assessments have been conducted since 1987. Based on these historical site investigations, contaminants of concern (COCs) present in Site soils, soil vapor, and groundwater include:

- Soil: Shallow soils in isolated areas are impacted with the following COCs: Volatile organic compounds (VOCs) tetrachloroethene (PCE) and trichloroethene (TCE); total petroleum hydrocarbons (TPH); semi-volatile organic compounds (SVOCs), including benzidine; Polychlorinated biphenyls (PCB); and metals. Occurrence of these constituents in the subsurface appears to be the result of historic use of lubricating and cutting oils and solvents at the Site.
- Soil Vapor: PCE, TCE, cis-1,2-DCE, vinyl chloride (VC), benzene, carbon tetrachloride (CT), and chloroform. Occurrence of these constituents in soil vapor appears to be the result of historic use and/or disposal of solvents at the Site.
- Groundwater: VOCs and 1,4-dioxane.

**Project Activities:**

Based on the evaluation of removal alternatives presented in the RAW, the following activities were recommended for OU1:

- Source Area Removal: Excavation and off-Site disposal of impacted soil. In total, an estimated 389 cubic yards of impacted soil will be removed from the site at a minimum. The results of field screening and/or confirmation soil sampling may expand the excavations resulting in a larger final volume of up to 3,300 cubic yards. Activities to significantly control dust emissions and reduce the potential for incidental exposure to COCs will include the use

of water spray, practices to limit tracking of dirt by vehicles, and covering temporary soil stockpiles. Vapor mitigation practices, including the use of water and/or an approved vapor-suppressant will be used as necessary during excavation.

- Soil Vapor Extraction (SVE): Including the installation and operation of a soil vapor extraction system (VES) consisting of 17 vapor extraction wells to remediate soil and soil vapor in the vadose zone. The proposed SVE system will be constructed and operated under permit issued by the South Coast Air Quality Management District (SCAQMD).
- Engineering and Institutional Controls: Engineering controls will include the future building a parking areas, a sub-slab depressurization system, and vapor barriers beneath one or both of the proposed office spaces. Institutional controls will include a deed restriction that limits current and future use of the Site to commercial and/or industrial use only.

Based on the evaluation of removal alternatives presented in the RAW, the following activities were recommended for OU2:

- Enhanced In-Situ Bioremediation (EISB): The objectives of the EISB injection activities are to reduce VOC mass on Site as well as downgradient migration control.
- Long-term Groundwater Monitoring: A new set of 14 wells will be installed to monitor groundwater conditions beneath the Site. It is anticipated that the wells will be installed upon completion of the proposed building.
- Institutional and Engineering Controls: Institutional controls will include a deed restriction that restricts the use of groundwater beneath the Site. Engineering controls will include the proposed sub-slab depressurization system and vapor barriers beneath one or both of the proposed office spaces.

The excavation and EISB injections (drilling) will be conducted concurrently and will take approximately 4 weeks. SVE well installation will take approximately 4 weeks. Monitoring and injection well installation will also take approximately 4 weeks.

Name of Public Agency Approving Project: Department of Toxic Substances Control

Name of Person or Agency Carrying Out Project: Duke Lynwood Limited Partnership

Exemption Status: (check one)

- Ministerial [PRC, Sec. 21080(b)(1); CCR, Sec. 15268]  
 Declared Emergency [PRC, Sec. 21080(b)(3); CCR, Sec. 15269(a)]  
 Emergency Project [PRC, Sec. 21080(b)(4); CCR, Sec. 15269(b)(c)]  
 Categorical Exemption: Class 30 [Cal. Code Regs. tit. 14, §15330]  
 Statutory Exemptions: [State code section number]  
 General Rule [CCR, Sec. 15061 (b) (3)]

Exemption Title: Minor Actions Taken to Prevent, Minimize, Stabilize, Mitigate, or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substance.

Reasons Why Project is Exempt:

1. The project is a minor action designed to prevent, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous waste or hazardous substances.
2. The project will not exceed \$1 million in cost.
3. The project does not involve the onsite use of a hazardous waste incinerator or thermal treatment unit or the relocation of residences or businesses, and does not involve the potential release into the air of volatile organic compounds as defined in Health and Safety Code Section 25123.
4. The exceptions pursuant to Cal. Code Regs., tit. 14, § 15300.2 have been addressed as follows:
  - Cumulative Impact. The project will not result in cumulative impacts because it is designed to be a short-term, final remedy that would not lead to a succession of projects of the same type in the same place over time.
  - Significant Effect. The environmental safeguards and monitoring procedures that are enforceable and made a condition of project approval will prevent unusual circumstances from occurring so that there is no possibility that the project will have a significant effect on the environment.
  - Scenic Highways. The project will not damage scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, because it is not located within a highway officially designated as a state scenic highway.
  - Hazardous Waste Sites. The project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

- Historical Resources. The project will not cause a substantial adverse change in the significance of a historical resource because there are none at the site.

Evidence to support the above reasons is documented in the project file record, available for inspection at:

Department of Toxic Substances Control  
 Brownfields and Environmental Restoration Program  
 9211 Oakdale Avenue  
 Chatsworth, CA 91311

and

Glorieta B. Navo Community Library  
 Angel Nicolas, Library Manager  
 11320 Bullis Rd.  
 Lynwood, CA 90262-3661  
 (310) 635-7121

Chand Sultana, Ph.D.  
 Project Manager Name

Project Manager/Environmental Scientist  
 Project Manager Title

(818) 717-6552  
 Phone #

  
 Branch Chief Signature

June 9, 2016  
 Date

Sayareh Amirebrahimi  
 Branch Chief Name

Branch Chief  
 Branch Chief Title

(818) 717-6534  
 Phone #

**TO BE COMPLETED BY OPR ONLY**

Date Received For Filing and Posting at OPR:

**ATTACHMENT E**  
**Insurance Certificate**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

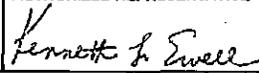
<b>PRODUCER</b> The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	<b>CONTACT NAME:</b> John Kilgarriff/Francesca Choi <b>PHONE (A/C, No, Ext):</b> 215-701-5450 <b>E-MAIL ADDRESS:</b> KILGARRIFF_UNIT@grahamco.com	<b>FAX (A/C, No):</b> 215-599-9936
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> APEXCOM-01 Apex Companies, LLC 15850 Crabbs Branch Way Suite 200 Rockville MD 20855-2616	<b>INSURER A:</b> Starr Surplus Lines <b>NAIC #</b> 13604	
	<b>INSURER B:</b> Starr Indemnity & Liability Company <b>38318</b>	
	<b>INSURER C:</b> Federal Insurance Company <b>20281</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1196723199**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	1000065707151 1000065706151 (CA)	6/15/2015 6/15/2015	7/31/2016 7/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp <input checked="" type="checkbox"/> \$1,000 Coll		SISIPCA08264515 SISIPCA08264615 (MA)	6/15/2015 6/15/2015	7/31/2016 7/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		1000336571161	6/15/2015	7/31/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	0044727341 0044727547 (TITAN)	6/15/2016 6/15/2016	7/31/2016 7/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Professional/Pollution Professional/Pollution		1000065707151 1000065706151 (CA)	6/15/2015 6/15/2015	7/31/2016 7/31/2016	Occurrence/Aggregate 1M/2M Occurrence/Aggregate 1M/2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Lynwood is an additional insureds on the above General Liability Policy if required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Lynwood 11330 Bullis Road Lynwood CA 90262	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer *RGO*  
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Amendment to the Agreement to Jointly Deliver the 2015 Gateway Cities Energy Leader Partnership Program and Agreement to Deliver the 2013-2016 Gateway Cities Energy Efficiency Partnership Program

## Recommendation:

Staff recommends that the City Council adopt the attached resolutions entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE FIRST AMENDMENT TO THE AGREEMENT TO JOINTLY DELIVER THE 2015 GATEWAY CITIES ENERGY LEADER PARTNERSHIP PROGRAM BY AND BETWEEN THE SOUTHERN CALIFORNIA EDISON COMPANY AND THE CITY OF LYNWOOD."

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE AGREEMENT TO DELIVER THE 2013-2016 GATEWAY CITIES ENERGY EFFICIENCY PARTNERSHIP PROGRAM BETWEEN CITY OF LYNWOOD AND SOUTHERN CALIFORNIA GAS COMPANY."

## Background:

Southern California Edison (SCE) and the Southern California Gas Company (SCG) are joining together with cities and counties to help achieve a joint vision of sustainability.

Through the Gateway Cities Energy Leader Partnerships Program (GCELP), SCE and the SCG provide support to local governments to identify and address

AGENDA  
ITEM

12

energy efficiency opportunities in municipal facilities, take actions supporting the California Long-Term Energy Efficiency Strategic Plan, and increase community awareness of demand side management opportunities.

SCE and SCG each has provided the City with an agreement to execute to continue on with the Energy Efficiency Programs and continue to participate in the Gateway Cities Energy Leader Partnership (GCELP).

On October 7, 2014, the City Council approved an Agreement to Jointly deliver 2013-2014 Gateway Cities Energy Leader Partnership Program between the City and SCE. To continue to participate in the GCELP, an approval by the City Council to amend the Agreement is required.

SCG has also provided the City with Agreement that will allow the City to receive incentives from SCG on energy savings programs at a level not provided to non-members of GCELP.

The City by continuing participation in the GCELP will continue to receive technical assistance from SCE and SCG and receive energy rate incentives.

#### **Discussion & Analysis:**

On October 24, 2014, the California Public Utilities Commission approved the continuation of the Energy Efficiency Partnership Programs. To continue the City's participation in the GCELP, SCE requires the City to adopt the attached Amendment. (Exhibit A)

Under the existing Agreement, the GCELP provides incentives to partner cities such as kilowatt savings incentives distributed to members in a form of cash payment. The City, as a partner, if it achieves greater efficiency and moves from tier to tier (Valued Partner, Silver Level, Gold Level and Platinum Level), SCE will extend greater kilowatt hour savings incentives from 5% kilowatt hour savings up to 20% kilowatt hour savings. This will be in addition to reduced cost by way of energy savings as the City implements its energy savings programs.

#### On-Bill Financing

A benefit to being a member of the GCELP, depending on availability of funding under the On-Bill Financing (OBF), SCE offers no-interest loans for up to \$1,000,000 to Gateway Energy Partnership Program partners for energy savings projects. Non-members are generally only offered \$250,000 in OBF. If the City retains its membership with the GCELP, the City can take advantage of this financing program.

On an eligible energy savings project, such as conversion of interior facility lights or street lights, the City can take a loan of up to \$1,000,000 from SCE. If the City finds a project that can pay itself over 10 years, the City can use savings from energy utility costs to pay back the OBF loan. The use of the OBF loan has to

meet the SCE's project criteria and conform to SCE's application, review and inspection process.

#### Cash Incentives

Currently, the City is at the Valued Partner Level. To move to the next level, the City would need to achieve additional savings of 85,997 kWh, initiate development of an Energy Action Plan, set community and city energy reduction goals, target 25 percent of its facilities to complete energy upgrades and participate in demand response. Demand response means reducing our demand for energy when energy demand hits its peak during warmest months.

The Energy Action Plan (EAP) sets the City's long term vision and plan for energy efficiency in kilowatt hour savings or percentage reduction. A viable EAP requires the following components:

- Sets forth the aim and objective,
- Records the baseline municipal energy usage,
- Displays highest users that the City will target,
- Identifies the City reduction goals and milestones to help reach long term target,
- Provides a plan of municipal facility projects that the City can complete to assist in achieving their reduction,
- Identifies policies or procedures the City can implement to assist in reducing energy use,
- Identifies municipal retrofit projects and policies to meet the implementation requirement in the Platinum level, and
- Includes language that the city's EAP's long term policies will be integrated in the City's policy documents.

SCE will provide the City with a vendor to prepare the City's EAP. SCE will pay the vendor directly. Once the City Council approves the EAP, this action is one of the requirements to move the City from Gold Level to Platinum Level.

#### Savings by Design

The City has several projects (see below) in the pipeline that are set to take advantage of SCE's Savings by Design program to receive cash incentives for investing in energy efficiency. As a member of GCELP, the City can take advantage of a higher cash incentive.

- 1) Yvonne Burke-John D. Ham Park Community Center –The project is eligible to receive an estimated cash incentives of \$18,771 and to add 51,601 kWh savings towards the 85,997 that the City has to achieve in kWh savings to move from Value to Silver.
- 2) Well 22 – anticipated cash incentives to be determined
- 3) City Hall Annex – anticipated cash incentives to be determined

### Customized Program

The City's SCADA project is currently being designed. The SCADA project, if the project goes through the SCE program under GCELP, can be eligible to receive cash incentives. As a value member of the GCELP the City can receive .4252 per kWh saved. If the City continues with the GCELP, the City can take advantage of moving from Value Tier to Silver Tier which adds 9 cents more to each kWh saved. The cash incentives is yet to be determined. SCE will need to calculate the kWh to determine the cash incentives that the City will receive.

### SCG

SCG's program are structured differently than SCE. As a member of the GCELP, the SCG can provide over rebates and/or incentives at a rate of 150% more than what non GCELP members receive.

### OPTERRA Audit

The adoption of the resolutions proposed for the City to continue to be a member of the GCELP does not preclude the City Council to enter into contracts with companies it chooses to deliver its energy savings program. However, to take advantage of the SCG and SCE incentives, the energy savings projects have to meet the SCG and SCE's process of application, approval, review, construction and inspection.

The City can also implement energy savings projects outside of the SCG and SCE GCELP's programs while it is a member of the GCELP. The disadvantage of implementing programs outside of GCELP is that the City will not be able to take advantage of the incentives offered by SCE and SCG.

### **Fiscal Impact:**

No additional appropriation is needed for the recommended action.

There is no fiscal impact on the FY17 Adopted Budget on the recommended action. SCE will pay for the consultant to prepare the EAP.

There will be future fiscal impacts associated with implementation of energy savings projects. Implementation will be contingent upon the City Council approval.

Coordinated With:

Finance & Administration  
City Attorney

**RESOLUTION. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE FIRST AMENDMENT TO THE AGREEMENT TO JOINTLY DELIVER THE 2015 GATEWAY CITIES ENERGY LEADER PARTNERSHIP PROGRAM BY AND BETWEEN THE SOUTHERN CALIFORNIA EDISON COMPANY AND THE CITY OF LYNWOOD**

**WHEREAS**, on October 7, 2014, the City Council approved an Agreement to Jointly deliver 2013-2014 Gateway Cities Energy Leader Partnership Program between the City and SCE; and

**WHEREAS**, on October 24, 2014, the California Public Utilities Commission approved the continuation of the Energy Efficiency Partnership Programs; and

**WHEREAS**, to continue the City's participation in the Gateway Cities Energy Leader Partnership Program, SCE requires the City to adopt an amendment to the existing Agreement; and

**WHEREAS**, continued participation in the Gateway Cities Energy Partnership Program will enable the City to receive incentives from implementing energy savings projects.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1.** That the City Council approves the First Amendment to the Agreement to Jointly Deliver the 2015 Gateway Cities Energy Leader Partnership Program by and Between the Southern California Edison Company and the City.

**Section 2.** That the City Council authorizes the Mayor to sign the First Amendment, attached hereto as Exhibit A.

**Section 3.** That this resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August 2016.**

\_\_\_\_\_  
Edwin Hernandez  
Mayor

**ATTEST:**

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Maria Quiñonez  
City Clerk

---

J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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David A. Garcia  
City Attorney

---

Raul Godinez II, P.E.  
Director of Public Works / City Engineer

**RESOLUTION. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE AGREEMENT TO DELIVER THE 2013-2016 GATEWAY CITIES ENERGY EFFICIENCY PARTNERSHIP PROGRAM BETWEEN THE CITY OF LYNWOOD AND SOUTHERN CALIFORNIA GAS COMPANY**

**WHEREAS**, on October 7, 2014, the City Council approved an Agreement to Jointly deliver 2013-2014 Gateway Cities Energy Leader Partnership Program between the City and SCE; and

**WHEREAS**, the Southern California Gas Company (SCG) requires the City to adopt an agreement to be eligible to receive incentives offered by SCG; and

**WHEREAS**, continued participation in the Gateway Cities Energy Partnership Program will enable the City to receive incentives from implementing energy savings projects.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1.** That the City Council approves the Agreement to Deliver the 2013-2016 Gateway Cities Energy Efficiency Partnership Program Between the City of Lynwood and Southern California Gas Company.

**Section 2.** That the City Council authorizes the Mayor to sign the Agreement, attached hereto as Exhibit B.

**Section 3.** That this resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August 2016.**

\_\_\_\_\_  
Edwin Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Quiñonez  
City Clerk

\_\_\_\_\_  
J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

---

David A. Garcia  
City Attorney

---

Raul Godínez II, P.E.  
Director of Public Works / City Engineer

# EXHIBIT A

## AMENDMENT NO. 1

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO THE AGREEMENT TO JOINTLY DELIVER THE 2015 GATEWAY CITIES ENERGY LEADER PARTNERSHIP PROGRAM dated January 1, 2015 (as amended, the "Agreement") is effective as of January 1, 2016 (the "First Amendment Effective Date") by and between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), AND THE CITY OF LYNWOOD ("The City"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE may be referred to individually herein as the "Utility". The Utility and The City may be referred to herein individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, the Parties previously executed the Agreement to jointly deliver the 2010-2012 Energy Leader Partnership Program, which included the Gateway Cities Energy Leader Partnership Program;

WHEREAS, the Parties subsequently amended the Agreement twice to extend its term through December 31, 2015 in accordance with the applicable decisions of the California Public Utilities Commission ("Commission");

WHEREAS, on October 24, 2014, the Commission issued its Decision 14-10-046 approving the continuation of the Energy Efficiency Partnership Programs, consistent with the terms and conditions set forth in the Agreement, except as otherwise provided in this First Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as necessary to provide an authorized budget for the 2016 Program and to update the Agreement as required to reflect the extended 2016 Program cycle.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. To the extent applicable, any reference in the Agreement, as amended, to the "2015 Program" shall also hereby include the 2016 Program.
2. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2017, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2016.

3. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 12. FINAL INVOICES

The City must submit final invoices to the Utility no later than March 31, 2017.

4. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

25.1 Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2017 unless otherwise terminated in accordance with this Agreement, as amended.

5. Exhibit B (ENERGY LEADER PARTNERSHIP PROGRAM 2015 GOALS & PARTNER BUDGET FOR Gateway Cities Partnership) of the Agreement is hereby deleted in its entirety and replaced with the version of Exhibit B-1 (ENERGY LEADER PARTNERSHIP PROGRAM 2016 GOALS & PARTNER BUDGET FOR Gateway Cities Partnership) attached to this First Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement.

6. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

City of Lynwood  
Director of Public Work/City Engineer  
11330 Bullis Road  
Lynwood, CA 90262

SCE:  
Southern California Edison Company  
Bernard Adebayo-Ige, Program Manager  
1515 Walnut Grove Avenue  
Rosemead, CA 91770

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m. PST (or PDT, as applicable), or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

7. Upon the agreement of both Parties, this Agreement will be terminated no later than 12/31/2016 and replaced with a Council Resolution which will serve as the formal arrangement between the Parties to engage in partnership activities delivering cost effective Energy Efficiency programs consistent with the state's current energy policies and goals as authorized under the relevant "Commission decisions(s).
8. This First Amendment may be executed in one or more counterparts and delivered by electronic means, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.
9. General. From and after the First Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this First Amendment. In the event of any conflict between the Agreement, as amended, and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Agreement shall

remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date.

**CITY**

**THE CITY OF LYNWOOD**

**By:** \_\_\_\_\_

**Name Printed: Edwin Hernandez**

**Title: Mayor**

**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_

**Name Printed: Maria Quinonez**

**Title: City Clerk**

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM**

**By:** \_\_\_\_\_

**Name Printed: David A. Garcia**

**Title: City Attorney**

**Date:** \_\_\_\_\_

**SCE:**

**SOUTHERN CALIFORNIA EDISON COMPANY**

**By:** \_\_\_\_\_

**Name Printed: Marc Ulrich**

**Title: Vice President, Customer Programs and Services**

**Date:** \_\_\_\_\_

**EXHIBIT B-1**

**ENERGY LEADER PARTNERSHIP PROGRAM 2016 GOALS & PARTNER BUDGET FOR  
Gateway Cities Partnership Program**

**2016 Program Year Budget Funding and Goals**

<b>2016 Partner Budget<sup>(1)</sup></b>	
<b>Budget Category</b>	<b>Maximum Partner Budget for 2016</b>
<b>Administrative</b>	<b>\$13,000</b>
<b>Marketing &amp; Outreach</b>	<b>\$25,000</b>
<b>Direct Implementation (non-incentives)</b>	<b>\$20,000</b>
<b>Total</b>	<b>\$58,000</b>

In addition to the 2016 Partner Budget shown above, SCE will provide project incentives, technical assistance and strategic plan activities support to achieve program goals up to the funding levels shown below in the 2016 SCE Funding table.

<b>2016 SCE Funding</b>	
<b>Budget Category</b>	<b>Maximum SCE Budget for 2016</b>
<b>Incentive</b>	<b>\$124,000</b>
<b>Technical Assistance</b>	<b>\$25,000</b>
<b>Strategic Plan <sup>(2)</sup></b>	<b>TBD</b>

<b>2016 Energy Savings Goal</b>	
<b>Energy Savings (kWh)</b>	<b>1,357,270</b>
<b>Demand Reduction (kW)</b>	<b>52</b>

Footnotes:

- (1) "Partner Budget" is utilized by all participating partners within the Partnership.
- (2) Strategic Plan funding will be determined in 2016 and communicated to Partners.

**EXHIBIT B**

**AGREEMENT TO DELIVER THE 2013-2016  
GATEWAY CITIES ENERGY EFFICIENCY PARTNERSHIP PROGRAM**

**BETWEEN**

**CITY OF LYNWOOD**

**AND**

**SOUTHERN CALIFORNIA GAS COMPANY**

**EFFECTIVE: JANUARY 1, 2016**

This program is funded by California utility ratepayers and administered by Southern California Gas under the auspices of the California Public Utilities Commission.

THIS AGREEMENT TO JOINTLY DELIVER THE 2013-2014 GATEWAY CITIES ENERGY EFFICIENCY PARTNERSHIP PROGRAM (the "Agreement") between the City of Lynwood (the "City") and Southern California Gas Company ("SCG"), shall be effective as of January 1, 2016 ("Effective Date"). SCG and the City may be referred to herein individually as a "Party" and collectively as "Parties". The GATEWAY CITIES ENERGY EFFICIENCY PARTNERSHIP may be referred to herein as the "Program."

## RECITALS

WHEREAS, On November 8, 2012, the California Public Utilities Commission (the "Commission"), issued its Decision Approving 2013-2014 Energy Efficiency Programs and Budgets (D. 12-11-015, the "Decision"). The Decision approves a portfolio of energy efficiency programs and budgets to be implemented in 2013-2014, including the expansion of SCG Local Government Partnership Programs, which includes the Program;

WHEREAS, on October 28, 2015, the Commission issued Decision D.15-10-028 approving the continuation of the Energy Efficiency Partnership Programs, including continuation of the Gateway Cities Partnership Program for 2016 and beyond;

WHEREAS, cities in South Los Angeles County, including, but not limited to, Norwalk, South Gate, Downey, Lakewood and Lynwood may from time to time elect to participate in the Program (participating cities are sometimes referred to herein as ("Program Participants"));

WHEREAS, the City desires to participate in the Program, allowing the City to achieve immediate and long-term energy savings in its facilities and to demonstrate energy efficiency leadership in its community while helping residents and businesses achieve sustainable reductions in energy use within SCG territory.

WHEREAS, the Parties desire to enter into an agreement that sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

1.1. Agreement: This document and all exhibits attached hereto, and as amended from time to time.

- 1.2. Authorized Program Budget: The Commission-approved maximum budget for funding the Program and performance by the City of Authorized Work, the total amount which shall be determined by SCG in its sole and absolute discretion (see "Partner Budget").
- 1.3. Authorized Work: The work authorized by the Commission for the Program as set forth in this Agreement and as more fully described in the Program Implementation Plan attached hereto as Exhibit A, and as agreed to be performed by the Parties.
- 1.4. Business Day: The period from one midnight to the following midnight, excluding Fridays, Saturdays, Sundays, and holidays.
- 1.5. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.
- 1.6. City: The City of Lynwood
- 1.7. Contractor: An entity contracting directly or indirectly with a Party, or any subcontractor thereof subcontracting with such Contractor, to furnish services or materials as part of or directly related to such Party's Authorized Work obligations.
- 1.8. Customers or Eligible Customers: Customers eligible for 2013-2016 Program services, which are SCG customers located within SCG service territory in the City.
- 1.9. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.
- 1.10. Energy Efficiency Measure (or Measure): Has the meaning as used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008, as may be supplemented or updated from time to time.
- 1.11. Gas Surcharge: The funds collected from gas utility ratepayers pursuant to Section 890 *et seq.* of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.
- 1.12. Incentive: Has the meaning as used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008, as may be supplemented or updated from time to time.
- 1.13. Energy Champion: The City's representative who is the point of contact for the Program and who can represent the City on a daily basis for all Program activities and energy efficiency projects pertaining to the City.
- 1.14. Program Management Consultant: A third-party contractor hired by SCG on behalf of the Program to facilitate and coordinate the delivery of the Program. The activities of the Program Management Consultant include, but are not limited to, coordinating and facilitating Program meetings and events, Program reporting,

assistance in marketing, advertising and outreach, assistance in tracking Program progress and coordinating Program information.

- 1.15. Partner's Budget: That portion of the Authorized Program Budget, which excludes SCG's costs, and represents the maximum budget and maximum allocation by period for funding the performance of the Program by the City and as set forth in Exhibit B, subject to amendment by SCG consistent with the terms of this Agreement.
- 1.16. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of the City that are pre-approved, directly identifiable to, and required for the Authorized Work in accordance with Section 10.2 of this Agreement.
- 1.17. PIP or Program Implementation Plan: The implementation plan specific to this Program, together with SCG Local Government Master PIPs, which include the anticipated scope of the Program in SCG service territory, as approved by the Commission and attached hereto as Exhibit A.
- 1.18. Planning Document: A Program document that describes Program implementation consistent with the PIP and/or management processes, procedures and strategies, as may be supplemented or updated from time to time.

## 2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCG under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the Program. The work authorized pursuant to this Agreement is not to be performed for profit. This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

## 3. PROGRAM DESCRIPTION

The Program is designed to provide integrated technical and financial assistance to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, protect air quality and ensure that their communities are more livable and sustainable. The Program provides performance-based opportunities for the City to demonstrate energy efficiency leadership in its community through energy saving actions, including retrofitting its municipal facilities, as well as providing opportunities for constituents to take action in their homes and businesses. By implementing measures in its own facilities, the City will lead by example as the City and SCG work together to increase community awareness of energy efficiency and position the City as a leader in energy management practices. The Program will provide marketing, advertising, outreach, education, training and community sweeps to connect the communities with opportunities to save energy, money and help the environment. The Program Participants will leverage the strengths of each other to efficiently deliver energy and demand savings. This partnership will allow the City to deliver sustainable energy savings, promote energy efficient lifestyles, and develop an enduring leadership role for the City through its relationships with other Program Participants, its constituents, and SCG.

#### 4. AUTHORIZED WORK

- 4.1. Scope. The work authorized by the Commission is set forth broadly in the PIP (Exhibit A) and shall be performed pursuant to the terms of this Agreement. The Parties shall collaborate and mutually agree upon specific Program implementation consistent with the PIP, and the Parties shall document such details in a "Planning Document" which is intended to evolve throughout the term of the Program.
- 4.2. Objectives. The Program is designed to meet the specific energy savings targets set forth in Exhibit B of this Agreement, while implementing the Program strategies and meeting the general objectives and milestones set forth in the PIP.

#### 5. LIMITATION ON SERVICE TERRITORY

The Parties agree that Authorized Work shall only be performed in the SCG service territory and must directly benefit SCG customers, with natural gas savings applicable solely to SCG's utility system. No Authorized Work shall be performed for any customers that receive natural gas from a municipal utility corporation, or other gas service provider, that do not directly receive gas service from SCG. Nothing in this Section 5 is intended to preclude Program coordination with other municipal utilities.

#### 6. OBLIGATIONS OF THE PARTIES

##### 6.1. Obligations of SCG and the City.

- 6.1.1. Each Party will be responsible for the overall progress of its Authorized Work, to ensure that the Program remains on target (including but not limited to achieving the Program's specific energy saving targets and goals as set forth in Exhibit B).
- 6.1.2. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by SCG.
- 6.1.3. To the extent practicable and with coordination by SCG, the Parties shall use the Program as a portal for all existing or selected energy program offerings of SCG, including, but not limited to, programs targeting low-income customers, self-generation, solar, emerging technologies, and other programs as described in the PIP, and in support of the Commission's Long Term Energy Efficiency Strategic Plan, adopted on September 18, 2008. This coordinated effort supports the goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.
- 6.1.4. Consistent with those contained in the PIP, SCG and the City may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.

## 6.2. Obligations of the City

- 6.2.1. The City will appoint an "Energy Champion" who will be the primary contact between the City, other Program Participants, and the SCG Energy Efficiency Representative (defined in Section 6.3.1), and who will be authorized to act on behalf of the City in carrying out the City's obligations under this Agreement. Such appointment shall be communicated in writing to SCG within ten Business Days following execution of this Agreement. The City shall communicate regularly with the SCG Energy Efficiency Representative in accordance with Section 7.3 and 7.4 hereof, and shall advise SCG immediately of any problems or delays associated with its Authorized Work obligations.
- 6.2.2. The City will be actively involved in all aspects of the Program. The City will use its best efforts to (a) dedicate human resources necessary to implement the Program successfully, (b) provide support for the Program's marketing, advertising and outreach activities, and (c) work to enhance communications with SCG to address consumer needs.
- 6.2.3. The City shall obtain the approval of SCG prior to conducting any Program public outreach activities (exhibits, displays, public presentations, canvassing, etc.) and any marketing materials used in connection with such outreach activity shall comply with the requirements of Section 6.2.4.
- 6.2.4. The City acknowledges and agrees that the Program has Program Participants that are composed of other local government jurisdictions and the City, and that no one Program Participant is entitled to the entire Authorized Program Budget, and that the City shall work with SCG and each other Program Participant to achieve the goals and accomplish the Authorized Work of the Program.
- 6.2.5. The City shall perform its Authorized Work obligations within the City's portion of the Partner's Budget and in conformance with the schedule and goals associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 6.2.6. The City shall obtain the approval of SCG when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination of such materials in any way to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in any way related to the Program must contain the respective name and logo of SCG and, at a minimum, the following language: "This Program is funded by California utility ratepayers and administered by Southern California Gas Company under the auspices of the California Public Utilities Commission."
- 6.2.7. Upon reasonable request by SCG, the City shall submit to SCG all contracts, agreements or other requested documents with the City's Contractors (including subcontractors) performing Authorized Work in connection with the Program.

### 6.3. Obligations of SCG.

6.3.1. SCG will appoint a Program representative ("SCG Energy Efficiency Representative") who will be the City's primary contact for the SCG, and who will be authorized to act on behalf of SCG in carrying out SCG's obligations under this Agreement. Such appointment shall be communicated in writing to the City within ten (10) Business Days following execution of this Agreement.

6.3.2. SCG will oversee the activities and implementation of the Program, in accordance with this Agreement.

6.3.3. SCG will be actively involved in all aspects of the Program. SCG will use its best efforts to add value to the Program by (a) dedicating human resources necessary to assist the City in implementing the Program successfully and providing and maintaining an SCG presence in the City, (b) providing support for the Program's marketing, advertising and outreach activities, and (c) working closely with the City to enhance communications with other Program Participants, address customer needs and provide SCG information and services.

6.3.4. SCG shall provide, at no cost to the City, informational and educational materials on SCG's statewide and local energy efficiency core programs.

6.3.5. SCG shall work with the City as requested to help identify cost-effective energy efficient projects in the City's qualifying municipal facilities within SCG's service territory.

6.3.6. SCG shall administer the Gas Surcharge authorized by the Commission for the Program in accordance with this Agreement, and SCG may hire a Program Management Consultant on behalf of the Program to help facilitate and coordinate the Program and reimbursement of the City for Program Expenditures in accordance with Section 10 of this Agreement.

6.3.7. SCG shall be responsible for coordinating and ensuring compliance with all SCG reporting and other SCG filing requirements imposed by the Commission.

6.3.8. SCG shall be responsible for tracking performance of the City in accordance with Section 10.1.2, and for verifying all energy savings claims, and for monitoring and verifying achievement of the general objectives, goals, and milestones as described in Exhibit A.

6.4. EM&V. Once the Commission has approved and issued an evaluation, measurement and verification ("EM&V") plan for the Program, the EM&V plan shall be attached to this Agreement as Exhibit C and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit C. The City shall provide and comply with all Commission requests regarding activities related to EM&V plan. The City and its Contractors shall cooperate fully with the SCG Energy Efficiency Representative and will provide all requested information, if any, to assure the timely completion of all EM&V plan tasks requiring the City's involvement or cooperation.

## 7. ADMINISTRATION OF PROGRAM

### 7.1. Decision-making and Approval.

7.1.1. Except as specifically provided in this Agreement, the following actions and tasks require consent of the Parties:

7.1.1.1. Any material modification to the Authorized Work in connection with the Program.

7.1.1.2. Any action that materially impacts the agreed-upon schedule for implementing the Program.

7.1.1.3. Selection of any Contractor not previously approved by SCG, if applicable.

7.2. Document Retention. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 7.1.1 above, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than ten (10) years after the expiration or termination of this Agreement.

7.3. Regular Meetings. During the term of this Agreement, the Energy Champions and the SCG Energy Efficiency Representative identified in writing pursuant to Section 6.2.1 and 6.3.1 respectively, along with such members of the Program as the Parties deem necessary or appropriate shall meet monthly at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review of the status of each City's Program performance, deliverables, schedules and budget, toward achievement of the goals set forth in the PIP (Exhibit A), and the Program's progress towards meeting overall Partnership goals set forth in Exhibit C. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.4. Regular Communication. Regular communication among Program representatives is critical for the long-term success of the Program and achievement of Program goals and objectives. Notwithstanding Section 7.3, above, the Program representatives identified in writing by each Partner pursuant to Sections 6.2.1 and 6.3.1, respectively, including other Program Participants, shall communicate regularly with each other to review the status of the Program's goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during this communication process shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.5. Non-Responsibility for Other Party. Notwithstanding anything contained in this Agreement to the contrary, a Party shall not be responsible for the performance or non-performance hereunder of the other Party, nor be obligated to remedy any other Party's defaults or defective performance.

## 8. DOUBLE DIPPING PROHIBITED

In performing its respective Authorized Work obligations, the City shall implement the following mechanism and shall take other practicable steps to minimize double-dipping:

8.1. Prior to providing incentives or services to an Eligible Customer, the City and its Contractors shall obtain a signed form from such Eligible Customer stating that:

8.1.1. Such Eligible Customer has not received incentives or services for the same measure from any SCG program or from another utility, state, or local program; and

8.1.2. Such Eligible Customer agrees not to apply for or receive Incentives or services for the same measure from any SCG program or from another utility, state, or local program.

Each Party shall keep its Customer-signed forms for at least five (5) years after the expiration or termination of this Agreement.

8.2. No Party shall knowingly provide an incentive to an Eligible Customer, or make payment to a Contractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

8.3. The City represents and warrants that it has not received, and will not apply for or accept Incentives or services for any measure provided for herein or offered pursuant to this Agreement or the Program from any other SCG program or from any other utility, state or local program.

8.4. The Parties shall take reasonable steps to minimize or avoid the provision of incentives or services for the same measures provided under the Program from another program or other funding source ("double-dipping").

## 9. REPORTING

The Parties shall implement those reporting requirements set forth in Exhibit D attached hereto, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit D in their entirety.

## 10. PAYMENTS

### 10.1. Partner's Budget

10.1.1. Maximum Budget: The Partner Budget is set forth in Exhibit B to this Agreement and represents maximum share of the Program's two-year Authorized Program Budget for funding the performance of the Program by the City. Additionally, Exhibit B sets forth the maximum non-incentive budget on a periodic basis during

the Program. The City shall not be entitled to compensation in excess of the Partner's Budget (either on a periodic basis or in total), without written authorization by SCG and receipt of a revised Exhibit B. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the Partner's Budget set forth in Exhibit B may be reallocated or adjusted at any time by SCG at its sole discretion, based upon SCG's evaluation of the City's commitment to, and progress toward the Program energy savings target, other general objectives, goals, and milestones set forth herein.

10.1.2. Tracking: SCG will track Program Expenditures against the objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings targets set forth in Exhibit B, and will provide such tracking information to the City on a regular basis, but in no event less than quarterly. The tracking will enable SCG to: (i) properly monitor and allocate the Authorized Program Budget to the City according to its performance and achievement of its goals and objectives, and (ii) confirm or amend the Partner's Budget, set forth in Exhibit B hereto, based on Program's performance of the goals and objectives set forth in this Agreement.

10.1.3. Partner's Budget Adjustment: The Parties acknowledge that this Program is offered in furtherance of the Commission's strategic energy efficiency goals for California and is based on the City's agreement to help achieve such goals and its desire to provide leadership to its community. To this end, in the event that SCG determines, in its sole discretion and through the tracking mechanism set forth in Section 10.1.2 above, that the City is not performing in accordance with the goals and objectives set forth in this Agreement, then SCG shall have the unilateral right to reduce, eliminate, or otherwise adjust the Partner's Budget for the remaining Program year or years (other than for Program Expenditures previously committed by the City and approved by SCG) by amending Exhibit B and providing the amended Exhibit B to the City. Pursuant to this Section, any such amended Exhibit B shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SCG to the City.

10.1.4. Partner's Budget Categories:

10.1.4.1. Non-Incentive Budget: The Partner's Budget is comprised of a non-incentive portion which includes separate categories for Administration, Marketing, Advertising & Outreach and Direct Implementation, all of which are more fully described in the Program Implementation Plan.

10.1.4.2. Incentive Budget: SCG will pay Incentives to City out of SCG's Core Program budget at the then current rates and terms and up to 80% of project costs.

10.2. Program Expenditures. The City, with SCG's prior approval, shall be entitled to spend authorized funds, within the limits of the Partner's Budget on Program Expenditures. The City shall not be entitled to reimbursement of Program Expenditures for any item (i) not specifically identifiable to the Program, (ii) not previously approved

by SCG, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.

10.3. Payment to the City. In order for the City to be entitled to Gas Surcharge funds for Program Expenditures:

10.3.1. The City shall submit monthly activity reports and expenditure tracking to SCG in a format acceptable to SCG and containing such information as may be required for the reporting requirements set forth in Section 9 above ("Monthly Reports"), by the tenth (10th) Calendar Day of the calendar month following performance, setting forth all Program Expenditures.

10.3.2. The City shall submit to SCG, together with any Monthly Report(s), monthly invoices for reimbursement of reported Program Expenditures, in a format acceptable to SCG, attaching all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the following:

10.3.2.1. Contractor Costs: Copies of all Contractor invoices. If only a portion of Contractor costs applies to the Program, the City shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program as provided in Exhibit E.

10.3.2.2. Marketing, Advertising & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution.

10.3.2.3. Other expenditures: As pre-approved by SCG, with sufficient documentation to support the expenditure.

10.3.2.4. Allowable Costs: Only those costs as listed in the Allowable Cost Table contained in the Reporting Requirements attached as Exhibit E can be submitted for payment. All invoices submitted to SCG must report all costs using the allowable cost elements shown on the Allowable Cost Table in Exhibit E.

The City understands and acknowledges that all of the City's invoices for the Program and the Monthly Reports shall be submitted to SCG.

10.3.3. SCG reserves the right to reject the City's invoiced amounts for any of the following reasons:

10.3.3.1. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the Partner Budget for such Authorized Work (as set forth in Exhibit B).

10.3.3.2. There is a reasonable basis for concluding that such invoiced amount is unreasonable or is not directly identifiable to or required for the Authorized Work, and/or the Program.

10.3.4. The invoiced amount, in SCG's sole discretion, contains charges for any item not authorized under this Agreement or by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.

10.3.5. The City shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the documentation set forth in Section 10.3.2 above. The City shall promptly provide, upon the reasonable request by SCG, any documentation, records or information in connection with the Program or its Authorized Work.

10.3.6. SCG shall review and either approve, dispute or reject for payment reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SCG shall pay all undisputed amounts after the ten (10) Calendar Day period described in Section 10.3.1, but within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.

10.4. Payment of Incentives. Payment of Incentives shall be made in accordance with the applicable SCG program requirements, including terms and conditions, installation data for EM&V process and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each project have been completed to SCG's satisfaction.

10.5. Shifting Funds. SCG may shift funds within the Authorized Program Budget and/or shift funds within the Partner Budget among budget categories (Administration, Marketing, Education & Outreach, Direct Implementation), which categories and budget amounts are set forth in Exhibit B. Such shifting may be made by SCG to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates.

10.6. Reasonableness of Expenditures. The City shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure and require a refund or return of the funds paid in the reimbursement of such Program Expenditure, then the City shall be solely liable for such refund or return.

## 11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2019, and all Direct Implementation and Marketing, & Outreach activities by no later than December 31, 2018.

## 12. FINAL INVOICES

The City or their representatives must submit final invoices to SCG no later than March 31, 2015.

### 13. INDEMNITY

13.1. Indemnity by the City. The City shall indemnify, defend and hold harmless SCG, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) the City's negligence or willful misconduct in the City's activities under the Program or performance of its obligations hereunder, or (b) the City's breach of this Agreement or of any representation or warranty of the City's contained in this Agreement.

13.2. Indemnity by SCG. SCG shall indemnify, defend and hold harmless the City, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) SCG's negligence or willful misconduct in Utility activities under the Program or performance of its obligations hereunder or (b) SCG's breach of this Agreement or any representation or warranty of SCG contained in this Agreement.

13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

### 14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SCG, on behalf of its Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although the City shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Agreement, it will have a permanent, royalty free, non-exclusive license to use such Developments.

### 15. DISPUTE RESOLUTION

- 15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.
- 15.2. 15.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Party written notice of any dispute. Within twenty (20) Calendar Days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Calendar Days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) Calendar Days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.
- 15.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 15.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.
- 15.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.
- 15.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.
- 15.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 15.2 above, the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 35.

## 16. REPRESENTATIONS AND WARRANTIES

- 16.1. Representation of both Parties. Each Party represents and warrants, as of the Effective Date and thereafter during the term of this Agreement, that:
- 16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes,

and standards of federal, state, local and foreign governments, and all agencies thereof.

16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.

16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder.

16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.

16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.

16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.

16.1.7. Each Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self-insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

16.1.7.1. Workers' Compensation: statutory minimum.

16.1.7.2. Employer's Liability coverage: \$1 million minimum.

16.1.7.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.

16.1.7.4. Commercial or Business Auto: \$1 million minimum.

16.1.7.5. Professional Liability (if the Authorized Work is for professional services): \$1 million minimum.

16.1.8. Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

## 17. PROOF OF INSURANCE

17.1. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 16.1.7) are in full force and effect, and

provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.

17.2. Self-Insurance. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates to the other Party's satisfaction that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.

17.3. Notice of Claims. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party's receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over \$100,000.

## 18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

18.1. Non-Disclosure. Subject to any disclosures required pursuant to the Public Records Act, the City, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without the City having obtained the prior written consent of SCG, except as provided by law, lawful court order or subpoena and provided the City gives SCG advance written notice of such order or subpoena.

18.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, a SCG customer's name, address, telephone number, account number and all billing and usage information, as well as any SCG customer's information that is marked "confidential". If the City is uncertain whether any information should be considered Confidential Customer Information, the City shall contact SCG prior to disclosing the customer information.

18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCG may require the City to enter into a nondisclosure agreement.

18.4. Commission Proceedings. This provision does not prohibit the City from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

18.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to the City by SCG, and any and all documents and materials containing such Confidential Customer Information or produced by the City based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Agreement shall be returned upon written request by SCG.

18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

#### 19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement, including but not limited to those set forth in Exhibit B of this Agreement, may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, the Partner's Budget being reduced or adjusted, funding redirected by SCG to other programs or partners, or other Program modifications as determined by SCG or as directed by the Commission.

#### 20. CUSTOMER COMPLAINT RESOLUTION PROCESS

The Parties shall develop and implement a process for the management and resolution of Customer complaints in an expedited manner including, but not limited to: (a) ensuring adequate levels of professional Customer service staff; (b) direct access of Customer complaints to supervisory and/or management personnel; (c) documenting each Customer complaint upon receipt; and (d) directing any Customer complaint that is not resolved within five (5) Calendar Days of receipt by the City to SCG.

#### 21. RESTRICTIONS ON MARKETING

21.1. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCG must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

21.2. Use of the SCG Name. The City must receive prior review and written approval from SCG for the use of the SCG name, mark or logo on any marketing or other Program materials. The City shall allow five (5) Business Days for SCG's review and approval. If the City has not received a response from SCG within the five (5) Business Day period, then it shall be deemed that SCG has disapproved such use.

21.3. Use of the City's Name. SCG must receive prior review and written approval from the City for the use of the City's name, marks or logos on any marketing or other

Program materials. SCG shall allow five (5) Business Days for the City's review and approval. If SCG has not received a response from the City within the five (5) Business Day period, then it shall be deemed that the City have disapproved such use.

## 22. RIGHT TO AUDIT

The Parties agree that the other Party, and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to the their performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of the City or SCG who might reasonably have information related to such records. Further, the Parties agrees to include a similar right of the other Party and/or the Commission to audit records and interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

## 23. STOP WORK PROCEDURES

SCG may suspend the Authorized Work being performed in its service territory for good cause, including, without limitation, concerns relating to program funding, implementation or management of the Program, safety concerns, fraud or excessive customer complaints, by notifying the City in writing to suspend any Authorized Work being performed in SCG's service territory. Any performance of Authorized Work by the City in SCG's service territory shall stop immediately, and the City may resume its Authorized Work only upon receiving written notice from SCG that it may resume its Authorized Work.

## 24. MODIFICATIONS

Except as otherwise provided in this Agreement, changes to this Agreement shall be only be valid through a written amendment to this Agreement signed by both Parties.

## 25. TERM AND TERMINATION

25.1. Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until March 31, 2019 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

25.2. Termination for breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60) days written notice to the breaching Party thereof from the non-breaching Party or otherwise resolved pursuant to the dispute resolution provisions set forth in Section 15 herein.

25.3. Effect of Termination. Any termination by the City or by SCG shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).

25.3.1. Subject to the provisions of this Agreement, the City shall be entitled to Gas Surcharge funds for all Program Expenditures incurred or accrued pursuant to

contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1 shall be the City's sole compensation resulting from any termination of this Agreement.

25.3.2. In the event of termination of this Agreement in its entirety, the City shall stop any Authorized Work in progress and take action as directed by SCG to bring the Authorized Work to an orderly conclusion, and the parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts for Authorized Work.

## 26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

City:

City of Lynwood  
Salvador Mendez, Management Analyst  
11331 Ernestine Avenue  
Lynwood, CA 90262  
Phone: 310-603-0220  
Email: SMendez@lynwood.ca.us

SCG:

Southern California Gas Company  
Ann Teall, Energy Programs Advisor  
555 W. Fifth Street, GT20B4  
Los Angeles, CA 90013-1046  
Phone: (213) 244-5843  
Email: ATeall@semprautilities.com

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

## 27. CONTRACTORS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors, subcontractors and persons directly or indirectly employed by such Party for services in connection with the Authorized Work. Each Party shall require its Contractors to be bound by terms and conditions which are the same or similar to those contained in this Agreement, as the same may be applicable to Contractors.

## 28. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

#### 29. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (40 and over), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all contracts for its Authorized Work obligations.

#### 30. COMMISSION/SCG AUTHORITY TO MODIFY OR TERMINATE

This Agreement and the Program shall at all times be subject to the discretion of the Commission, including, but not limited to, review and modifications, excusing a Party's performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that any ruling, decision or other action by the Commission adversely impacts the Program, SCG shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to the City setting forth the effective date of such termination. Notwithstanding the right to terminate, the Parties agree to share in the responsibility and to abide by Commission energy policy supporting this Program. The Parties agree to use all reasonable efforts to minimize the adverse impact to a Party resulting from such Commission actions, including but not limited to modification of the required energy savings goals set forth in Section 4.2 which are fundamental to this Agreement.

#### 31. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.

#### 32. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCG is either requested or required by the Commission

to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require the City's consent and SCG shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

### 33. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America), acts of terrorism, acts of the public enemy, rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are beyond the reasonable control of such Party.

### 34. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

### 35. GOVERNING LAW; VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

### 36. SECTION HEADINGS

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

### 37. SURVIVAL

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination. Such provisions shall include, but are not limited to, Sections 9, 10, 13, 14, 15, 18, 22, 35 and 38 of this Agreement.

### 38. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

### 39. COOPERATION

Each Party agrees to cooperate with the other Parties in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

### 40. ENTIRE AGREEMENT

This Agreement (including all of the Exhibits and Attachments hereto which are incorporated into this Agreement by this reference) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

### 41. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF LYNWOOD**

By: \_\_\_\_\_  
Edwin Hernandez, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**"SOCALGAS"**  
Southern California Gas Company

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Lisa M. Larroque Alexander

Title: VP Customer Solutions and  
Communications

Date: \_\_\_\_\_

## **EXHIBITS**

**Exhibit A – 2013-2014 Program Implementation Plan**

**Exhibit B – 2013-2014 Goals & Program Budget**

**Exhibit C – EM&V Plan**

**Exhibit D – Reporting Requirements**

**Exhibit E – Allowable Costs**

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan (Exhibit A)**

1. **Program Name:** Gateway Cities Partnership  
**Program ID:** SCG3776  
**Program Type:** Local Government Partnership

**2. Program Element Description and Implementation Plan**

SoCalGas is joining the SCE with the Gateway Cities Partnership which began in 2008 as a pilot to model SCE's Energy Leader model. The Gateway Cities Partnership consists of the cities of City of South Gate, City of Downey, and City of Norwalk. The Cities of La Mirada, Whittier, and Santa Fe Springs have also expressed interest to join the partnership. SoCalGas will work with SCE and the current cities to allow the aforementioned cities to join the partnership. These communities share a similar environmental challenges, economic challenges, and diverse cultures. The customer base includes a large base of hard to reach small business, Spanish Speaking customers, a growing Asian speaking population, and low income customers. By joining the Gateway Cities Partnership SoCalGas will be able to leverage existing SCE efforts to promote EE to municipalities, promote Energy Upgrade California (EUC), and Energy Savings Assistance (ESA) programs.

a) List of program elements:

The three core program elements are similar to those identified in the Master PIP: Element A - Government Facilities, Element B - Strategic Plan Activities and Element C - Core Program Coordination.

b) Overview:

**Core Program Element A - Government Facilities**

**A.1. Retrofit of county and municipal facilities**

The Partnership will complete comprehensive energy efficiency deep retrofits in all municipal facilities. Potential opportunities for energy savings through deep retrofits include but are not limited to projects which combine two of the following: HVAC, Controls, Retro Commissioning, hot water heating, lighting, vending machines, and computer networks. The partnership will work toward a savings target of 32,900 therms in municipal facilities.

**A.2. Retro-commissioning (of buildings and clusters of buildings)**

The cities are including this means of achieving significant energy savings in their plans. See A.1 above.

**A.3. Integrating Demand Response into the audits**

SoCalGas will help promote participation in demand response programs. Integrated EE/DR audits will be conducted in eligible facilities as needed.

**A.4. Technical Assistance for project management, training, audits, etc.**

Each partnership has a specific budget for each of these activities.

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan (Exhibit A)**

**A.5) On-Bill Financing**

Cities in the partnership will be encouraged to maximize the use of on bill financing to the extent that funding is available by the utility.

**Core Program Element B - Strategic Plan Support**

**B.1 Code Compliance Support**

The Partnership will support the individual partner cities as they examine ways of increasing compliance with existing codes. Increased enforcement can result in substantial energy savings and greenhouse gas (GHG) emissions. The Partnership will provide training, technical assistance, and additional support from SoCalGas' Codes and Standards Program to build local government capacity to address code compliance issues.

**B.2). Reach Code**

The partnership will explore establishing meaningful CEC-approved Reach codes as part of its effort to add value to energy efficiency in alignment with the strategies stated in the Master PIP. This activity will follow the proposed path described in the Codes & Standards PIP.

**B.3). Guiding Document(s) Support**

The Gateway Cities Partnership will develop a Strategic Energy Plan that includes long- and short-term energy and sustainability objectives in line with the adopted Strategic Plan and the Strategic Menu. The Partnership will make available any documents it develops that support the execution of its partnership activities and will participate in Peer-to-Peer sharing.

**B.4) Financing for the community**

The city will not be in a position to offer such financing. However, it is aware of the opportunities for financing provided by AB 811 and will explore the possibilities it represents to the partnership.

**B.5) Peer to Peer Support**

The Partnership will participate in SoCalGas and SCE sponsored Peer-to-Peer events.

**Core Program Element C - Core Program Coordination**

**C.1) . Outreach and Education**

The partnership has specifically allocated a portion of its budget to outreach and education. Some cities already have a monthly newsletter which goes out to every resident which cities will use to integrate energy efficiency messaging to influence residents to become more energy-wise and to participate in energy efficiency programs. The Partners will integrate energy efficiency messaging into their web sites and outreach tool.

**C.2) Residential and Small Business Direct Install**

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan (Exhibit A)**

There are no activities planned for direct install in homes and business at this time. However, outreach will be done in the communication to create awareness of energy services and programs as mentioned in C.1.

**C.3.) Third-party program coordination**

The Partnership will execute community events appropriate for a third party contractor to execute, such as light exchange events.

**C.4) Retrofits for just-above ESA-qualified customers.**

The Partnership will coordinate with the income qualified programs to address the needs of the communities.

**C.5) Technical assistance for program management, training, audits**

The partnership will provide training and information to the city and its community and will coordinate technical assistance, from other programs as described in the Master PIP.

**c) Non-incentive services**

The partnership will build a ME&O portfolio of activities to increase community enrollment in energy core programs. The portfolio will include other SoCalGas services, resources, and assets brought to support the ME&O Plan, including:

- SoCalGas' Account Manager/Executive support;
- SoCalGas' Energy Resource Center training;
- Providing limited giveaways (*for example*, opportunity drawings and energy kits); and
- Providing marketing, design, and printing of brochures and other collateral materials

**d) Target audience**

- City facilities, city and county staff and management, and policymakers (elected officials);
- Other regional governmental agencies that are not direct participants in the partnership; and
- Residential and business customers.

**3. Program Element Rationale and Expected Outcome**

a) Quantitative Baseline and Market Transformation Information

	Baseline Metric		
	Metric A	Metric B	Metric C
Program/Element	N/A	N/A	N/A

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan**

Refer to the overarching PIP section

b) Market Transformation Information

Program/Element	Market Transformation Planning Estimates	
	2013	2014
Metric A	N/A	N/A
Metric B	N/A	N/A
Metric C	N/A	N/A
Etc.	N/A	N/A

Refer to the overarching PIP section

c) Program Design to Overcome Barriers

In this Partnership, the barriers and strategies to overcome them are the traditional resource barriers of expertise and funding as outlined in the Master PIP.

**4. Other Program Element Attributes**

a) Best Practices

Same as outlined in the Master PIP.

b) Innovation

The partnership will collaborate with its municipal participants, including school districts and special districts, to develop renewable energy strategies for reducing energy costs and improving energy efficiency. The partnership plan calls for a heavy emphasis on community events in order to:

- Exhibit energy efficiency programs and practices;
- Conduct energy code training;
- Promote whole-building performance to get better space conditioning;
- Coordinate emerging “green” or sustainability standards; and
- Encourage the community to take full advantage of SoCalGas’ core programs.

c) Interagency Coordination

An objective for 2013-2014 is to leverage the strength of SoCalGas and SCE’s relationships with the other partnership cities. The Partnership will also coordinate extensively with its Central Basin Municipal Water District and Waste Management to provide integrated education programs.

d) Integrated/coordinated Demand Side Management:

The City will pursue necessary & cost-effective DSM opportunities as identified in the Master PIP.

e) Integration across resource types (energy, water, air

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan**

quality, etc.)

The Partnership promotes comprehensive sustainability, including water conservation and solid waste management as it relates to utility energy elements.

f) Pilots

The Partnership plans to investigate Water-Energy Nexus opportunities: The City of South Gate currently has 100% ground water source and has potential for traditional energy savings as well as embedded energy savings from water conservation, thus the City intends to seek funding for these projects as appropriate.

g) EM&V

The utilities are proposing to work with the Energy Division to develop and submit a comprehensive EM&V Plan for 2013 - 2014 after the program implementation plans are filed. This will include process evaluations and other program-specific studies within the context of broader utility and Energy Division studies. More detailed plans for process evaluation and other program-specific evaluation efforts cannot be developed until after the final program design is approved by the CPUC and in many cases after program implementation has begun, since plans need to be based on identified program design and implementation issues

**5. Partnership Program Advancement of Strategic Plan Goals and Objectives**

California Long Term Energy Efficiency Strategic Plan (Strategic Plan) Strategy	Program Approach to Achieving Strategic Plan Goal
1-1: Develop, adopt and implement model building energy codes (and/or other green codes) more stringent than Title 24's requirements, on both a mandatory and voluntary basis; adopt one or two additional tiers of increasing stringency.	Not applicable.
1-2: Establish expedited permitting and entitlement approval processes, fee structures and other incentives for green buildings and other above-code developments.	Through the partnership, the City of South Gate will evaluate establishing expedited permitting and entitlement approval processes, fee structure, and other incentives for green buildings and other above-code developments.
1-3: Develop, adopt and implement model point-of-sale and other point-of transactions relying on building ratings.	Not applicable.
1-4: Create assessment districts or other mechanisms so property owners can fund EE through city bonds and pay off on property taxes; develop other EE financing tools.	The City of South Gate has adopted the resolution for the AB811 financing mechanism for its jurisdiction.

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan**

<b>California Long Term Energy Efficiency Strategic Plan (Strategic Plan) Strategy</b>	<b>Program Approach to Achieving Strategic Plan Goal</b>
1-5: Develop broad education program and peer-to-peer support to local gov't's to adopt and implement model reach codes	With the assistance of the partnership, the Partners would offer a comprehensive educational and outreach program that emphasizes specific actions their constituents can take to help achieve the City's Reach goals.
1-6: Link emission reductions from "reach" codes and programs to ARB's AB 32 program	The energy DSM programs and the larger AB 32 / SB 375 compliance requirements will be integrated.
2-2: Dramatically improve compliance with and enforcement of Title 24 building code, and of HVAC permitting and inspection requirements (including focus on peak load reductions in inland areas).	Training and Education of plan checkers.
2-3: Local inspectors and contractors hired by local governments shall meet the requirements of the energy component of their professional licensing (as such energy components are adopted).	The City of South Gate has already pre-qualified two energy service companies.
3-1: Adopt specific goals for efficiency of local government buildings, including:	<p>The City of South Gate, with the assistance of the partnership, will adopt and implement a list of mandatory energy efficiency and conservation measures for all City facilities.</p> <p>The City of Norwalk has the Greener Norwalk Task Force (GNTF) promoting energy efficiency and conservation measures</p>
3-2: Require commissioning for new buildings, and re-commissioning and retro-commissioning of existing buildings.	The City of South Gate, with the assistance of the partnership, would evaluate the adoption of commissioning, performance measurement, and verification as a core part of an energy action plan.
3-4: Explore creation of line item in local government budgets or other options that allow EE cost savings to be returned to the department and/or projects that provided the savings to fund additional efficiency.	The Partners will evaluate the creation of a line item in its budget (or other options) that allows energy efficiency cost savings to be returned to the department and/or projects that provided the savings. The City of South Gate will pursue the adoption of a resolution for establishing an Energy Efficiency Revolving Fund.
3-5: Develop innovation Incubator that competitively selects initiatives for inclusion in LG pilot projects.	Not applicable.

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan**

<b>California Long Term Energy Efficiency Strategic Plan (Strategic Plan) Strategy</b>	<b>Program Approach to Achieving Strategic Plan Goal</b>
4-1: Local governments commit to clean energy/climate change leadership.	Not applicable.
4-2: Use local governments' general plan energy and other elements to promote energy efficiency, sustainability and climate change.	<p>The Cities of <u>South Gate</u>, Downey and Norwalk would take these steps through the partnership, developing and adopting aggressive sustainability goals into its General Plan Update that include:</p> <p>Emphasizing sustainability through green building design and technologies</p> <p>Reduction of GHG emissions</p> <p>Increased use of renewable energy, and</p> <p>Conservation of existing sources of energy.</p>
4-4: Develop local projects that integrate EE/DSM/water/wastewater end use	By including the Central Basin Water District and the Los Angeles County Sanitation District in the partnership, water efficiency projects, including low flow aerators, shower heads, and toilets, will be added.
4-5: Develop EE-related "carrots" and "sticks" using local zoning and development authority	Not applicable.

**EXHIBIT B**

**GATEWAY CITIES and SOUTHERN CALIFORNIA GAS COMPANY  
PARTNERSHIP  
2013-2018 GOALS & PROGRAM BUDGET**

**Natural Gas Savings Target:**

	2013-2015	2016	2017	2018	6 Year Total
SCG	49,350 Therms	16,450 Therms	16,450 Therms	16,450 Therms	98,700 Therms

Other non-resource goals are contained in the SCG PIP in Exhibit B-2

**2013-2018 SCG Gateway Cities Partnership**

2013-2018 Partnership Total Non-Incentive Budget		\$1,027,703
SCG Incentive From SCG Core Programs <sup>(1)</sup>		\$98,700
SCG Administrative Other		\$246,765
SCG Administrative Overhead		\$48,938
Total Utility Authorized Budget		\$295,703
<b>SCG Authorized Budget</b>		
<b>Partner Authorized Budget</b>		<b>\$732,000</b>
<b>2013-15 Total Non-incentive Program Budget</b>		<b>\$1,027,703</b>

**Projected Allocations for Gateway Cities Partnership Authorized Budget \$732,000**

	2013-2015	2016	2017	2018
Administration	\$30,000	\$10,000	\$10,000	\$10,000
Marketing & Outreach	\$36,000	\$12,000	\$12,000	\$12,000
Direct Implementation	\$300,000	\$100,000	\$100,000	\$100,000
Incentive <sup>(1)</sup>	\$49,350	\$16,450	\$16,450	\$16,450

(1) Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures or 80% of the equipment cost, whichever is the lesser of the two. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.

**EXHIBIT C**

**EM&V Plan**

**[TO BE ATTACHED WHEN ISSUED BY THE COMMISSION]**

## Exhibit D – Reporting Requirements

Note: *This set of requirements may be updated periodically.*

### 1. Program Reporting

Contractor shall provide the COMPANY with the requisite information on the prior month's activities, accomplishments, and expenditures related to its respective Authorized Work obligations using COMPANY's invoicing and reporting system.

### 2. Monthly Report

**2.1 Program Data** – A spreadsheet table or tables listing which includes the following information:

*Program Costs (cost reported cumulative-to-date [also referred to as inception-to-date])*

- a. Program identification number as provided by the COMPANY Representative
- b. Program name
- c. Total cumulative program authorized budget as adopted by the CPUC
- d. Total cumulative program operating budget which includes any mid-course budget modifications (e.g., fund shifts)
- e. Total cumulative program expenditures
- f. Total program expenditures for the report month
- g. Total cumulative commitments (limited to incentive commitments)

*Program Impacts (cost reported cumulative-to-date [also referred to as inception-to-date])*

n/a

### 2.2 Program Changes/New Program Information

*If applicable, the following information should be reported in the Monthly Report*

- a. Identification of program with operating budgets reduced during the report month
- b. Identification of program with operating budgets increased during the report month
- c. Identification of program terminated during the report month
- d. Identification of program measure changes – additions or eliminations
- e. Identification of program measure incentive changes

### 3. Quarterly Report

#### 3.1 Portfolio Benefit/Cost Metrics (Cumulative to Date)

n/a

#### 3.2 E3 Calculator

n/a

## Schedule B – Scope of Work

### **3.3 Expenditures for the Program per cost**

- a. CPUC Authorized Budget
- b. Operating Budget
- c. Total Expenditures
  - i. Administrative Cost
  - ii. Marketing/Advertising/Outreach Costs
  - iii. Direct Implementation

### **3.4 GBI Report – Progress towards achieving goals of the Green Building Initiative, if applicable (Cumulative results)**

- a. Estimate of expenditures on program activities that contribute towards GBI goals (including both public and non-public commercial participants)
- b. n/a
- c. n/a
- d. A description of non-resource program activities that support the Green Building Initiative, including marketing and outreach activities
- e. Estimate of square footage affected by program activities supporting the Green Building Initiative
- f. n/a

### **3.5 Program Narratives – For the Program, a description of the program activities occurring during the quarter should include:**

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of program performance and program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. For non-resource programs and program elements (programs or program elements that are not claiming direct energy impacts), a discussion of the status of program achievements
- f. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, update on successful or unsuccessful measure(s) etc.)
- g. Discussion of near term plans for the Program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- h. Changes to staffing and staff responsibilities, if any
- i. Changes to contacts, if any
- j. Changes to subcontractors and subcontractor responsibilities, if any
- k. Number of customer complaints received
- l. Program Theory and Logic Model if not already provided in the Program's implementation plan, or if revisions have been made

## Schedule B – Scope of Work

### **4. Annual Reports**

The Contractor will be required to fulfill the CPUC's annual reporting obligations for their program.

### **5. Reporting Terminology Definitions**

**Adopted Program Budget** – The program budget as it is adopted by the CPUC. Inclusive of costs (+/-) recovered from other sources.

**Operating Program Budget** – The program budget as it is defined by the program administrators for internal program budgeting and management purposes. Inclusive of costs (+/-) recovered from other sources.

**Direct Implementation Expenditures** – Costs associated with activities that are a direct interface with the customer or program participant or recipient (e.g. contractor receiving training).

**Report Month** – The month for which a particular monthly report is providing data and information. For example, the report month for a report covering the month of July 2010, but prepared and delivered later than July 2010 would be July 2010.

**Program Strategy** – The method deployed by a program in order to obtain program participation.

**Program Element** – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach is not a single program element.)

### **6. Measure Classification**

n/a

### **7. Allowable Costs – Refer to Exhibit E**

Exhibit E contains a letter from the CPUC dated October 22, 2009 regarding how costs should be categorized per D. 9-09-047) and the Allowable Costs Table from the *Administrative Law Judge's Ruling on Reporting Requirements*, February 21, 2006 (Docket No. 01-08-028) . The letter includes guidance to questions posed regarding: energy efficiency portfolio administrative costs and IOU Proposed Mapping of CPUC's Adopted Definitions, category cost caps and category cost targets.

The letter and guidance supplement the Allowable Costs Table without changing the specific table. Contractor should rely on both the CPUC letter and the Allowable Costs Table to categorize costs invoiced to the COMPANY as part of this contract.

**EXHIBIT E**

**- ALLOWABLE COSTS TABLE -**

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<b>Administrative Cost Category</b>	<b>Managerial and Clerical Labor</b>
	IOU Labor - Clerical
	IOU Labor - Program Design
	IOU Labor - Program Development
	IOU Labor - Program Planning
	IOU Labor - Program/Project Management
	IOU Labor - Staff Management
	IOU Labor - Staff Supervision
	Subcontractor Labor - Clerical
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	<b>Human Resource Support and Development</b>
	IOU Labor - Human Resources
	IOU Labor - Staff Development and Training
	IOU Benefits - Administrative Labor
	IOU Benefits - Direct Implementation Labor
	IOU Benefits - Marketing/Advertising/Outreach Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Pension - Administrative Labor
	IOU Pension - Direct Implementation Labor
	IOU Pension - Marketing/Advertising/Outreach Labor
	Subcontractor Labor- Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

Cost Categories	Allowable Costs
	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	<b>Travel and Conference Fees</b>
	IOU Conference Fees
	IOU Labor - Conference Attendance
	IOU Travel - Airfare
	IOU Travel - Lodging
	IOU Travel - Meals
	IOU Travel - Mileage
	IOU Travel - Parking
	IOU Travel - Per Diem for Misc. Expenses
	Subcontractor - Conference Fees
	Subcontractor Labor - Conference Attendance
	Subcontractor - Travel - Airfare
	Subcontractor - Travel - Lodging
	Subcontractor - Travel - Meals
	Subcontractor - Travel - Mileage
	Subcontractor - Travel - Parking
	Subcontractor - Travel - Per Diem for Misc. Expenses
	<b>Overhead (General and Administrative) - Labor and Materials</b>
	IOU Equipment Communications
	IOU Equipment Computing
	IOU Equipment Document Reproduction
	IOU Equipment General Office
	IOU Equipment Transportation
	IOU Food Service
	IOU Office Supplies
	IOU Postage
	IOU Labor - Accounting Support
	IOU Labor - Accounts Payable
	IOU Labor - Accounts Receivable
	IOU Labor - Administrative
	IOU Labor - Facilities Maintenance
	IOU Labor - Materials Management
	IOU Labor - Procurement
	IOU Labor - Shop Services
	IOU Labor - Transportation Services
	IOU Labor - Automated Systems
	IOU Labor - Communications
	IOU Labor - Information Technology

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. - If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

Cost Categories	Allowable Costs
	IOU Labor - Telecommunications
	Subcontractor Equipment Communications
	Subcontractor Equipment Computing
	Subcontractor Equipment Document Reproduction
	Subcontractor Equipment General Office
	Subcontractor Equipment Transportation
	Subcontractor Food Service
	Subcontractor Office Supplies
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
Subcontractor Labor - Procurement	
Subcontractor Labor - Shop Services	
Subcontractor Labor - Administrative	
Subcontractor Labor - Transportation Services	
Subcontractor Labor - Automated Systems	
Subcontractor Labor - Communications	
Subcontractor Labor - Information Technology	
Subcontractor Labor - Telecommunications	
<b>Marketing/Advertising/Outreach Cost Category</b>	
	IOU - Advertisements / Media Promotions
	IOU - Bill Inserts
	IOU - Brochures
	IOU - Door Hangers
	IOU - Print Advertisements
	IOU - Radio Spots
	IOU - Television Spots
	IOU - Website Development
	IOU Labor - Marketing
	IOU Labor - Media Production
	IOU Labor - Business Outreach
	IOU Labor - Customer Outreach
	IOU Labor - Customer Relations
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

**Cost Categories**

**Allowable Costs**

- Subcontractor - Television Spots
- Subcontractor - Website Development
- Subcontractor Labor - Marketing
- Subcontractor Labor - Media Production
- Subcontractor Labor - Business Outreach
- Subcontractor Labor - Customer Outreach
- Subcontractor Labor - Customer Relations

**Direct Implementation Cost Category**

**Financial Incentives to Customers**

**Activity - Direct Labor**

- IOU Labor - Curriculum Development
- IOU Labor - Customer Education and Training
- IOU Labor - Customer Equipment Testing and Diagnostics
- IOU Labor - Facilities Audits
- Subcontractor Labor - Facilities Audits
- Subcontractor Labor - Curriculum Development
- Subcontractor Labor - Customer Education and Training
- Subcontractor Labor - Customer Equipment Testing and Diagnostics

**Installation and Service - Labor**

- IOU Labor - Customer Equipment Repair and Servicing
- IOU Labor - Measure Installation
- Subcontractor Labor - Customer Equipment Repair and Servicing
- Subcontractor Labor - Customer Equipment Repair and Servicing

**Direct Implementation Hardware and Materials**

- IOU Audit Applications and Forms
- IOU Direct Implementation Literature
- IOU Education Materials
- IOU Energy Measurement Tools
- IOU Installation Hardware
- Subcontractor - Direct Implementation Literature
- Subcontractor - Education Materials
- Subcontractor - Energy Measurement Tools
- Subcontractor - Installation Hardware
- Subcontractor - Audit Applications and Forms

**Rebate Processing and Inspection - Labor and Materials**

- IOU Labor - Field Verification
- IOU Labor - Site Inspections
- IOU Labor - Rebate Processing
- IOU Rebate Applications
- Subcontractor Labor - Field Verification
- Subcontractor Labor - Rebate Processing

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

**3/30/2006****Cost Categories****Allowable Costs**

Subcontractor - Rebate Applications





# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán City Manager *JAB* *RBO*

PREPARED BY: Raul Godinez II, P.W., Director of Public Works/City Engineer  
Lorry Hempe, Public Works Special Projects Manager  
Jose Molina, Utility Services Manager

SUBJECT: Acceptance of Water Well No. 5 Rehabilitation Project  
(CIP Project No. 4011.68.900)

## Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYWOOD ACCEPTING THE WATER WELL NO. 5 REHABILITATION PROJECT (CIP PROJECT NO. 4011.68.900) AS COMPLETE."

## Background:

On March 3, 2015, the City Council adopted the plans, contract documents and working details for the Water Well No. 5 Rehabilitation Project (Project) and authorized staff to solicit bids. On July 7, 2015, after rebidding the Project, the City Council approved to award a contract to Legend Pump and Well Service Inc. (Contractor), the lowest and responsible bidder for the project.

## Discussion & Analysis:

The Project included the removal and reinstallation of the well house, pump assembly and electrical motor; videotaping of well casing; wire brushing of the casing; removal of debris after wire brushing; well development; rehabilitation of pump bowl assembly and electrical motor service; and disinfection of the well.

Completion of the Project would have occurred earlier but for the lab results that showed positive samples for cronobacter after disinfection. The Contractor made four unsuccessful attempts at disinfection. It was not until May 2016, that the Contractor was finally successful at disinfecting the well. The Contractor submitted a change order request in the amount of \$14,380. Staff denied the change order request.

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Staff was concerned with the multiple unsuccessful attempts by the Contractor to disinfect the well and the type of chemical proposed to be introduced. Staff researched the American Water Works Association standards and consulted with Waterworks Technology to determine an alternative method to disinfect the well. The Contractor tried the disinfection method recommended by staff and successfully disinfected the well.

On May 26, 2016, staff notified the State Water Resources Control Board (Water Board) that the City completed the rehabilitation of Well No. 5 and received five water samples showing total coliform absence. On June 3, 2016, the Water Board gave a clearance to staff to place Well No. 5 back into production.

Upon the City Council's approval of the acceptance of the project, staff will release the retention amount to the Contractor. The retention amount is \$12,477. The total approved budget for the Contractor is \$124,764.45. This amount includes a change order in the amount of \$14,069.45. The total expenditure is \$119,119.45, which is under the approved base contract amount and change order.

**Fiscal Impact:**

The City Council approved a budget of \$184,402 for this project. Based on salaries and benefits expended on this project as of April 2016 and adjustment of the electronic payroll for May, June and July, staff recommends that the City Council approves an additional appropriation of \$26,180 to cover the fully burdened salaries expenditure from the Water Fund to this project.

Coordinated With:

Finance Department  
City Attorney's Office

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE WATER WELL NO. 5 REHABILITATION PROJECT (CIP PROJECT NO. 4011.68.900) AS COMPLETE**

**WHEREAS**, the Water Well No. 05 Rehabilitation Project, Project No. 4011.68.900, is scheduled for completion during Fiscal Year 2015-2016; and

**WHEREAS**, on July 7, 2015, the City Council awarded the contract to Legend Pump, and Well Service Inc. to rehabilitate Well No. 5; and

**WHEREAS**, on June 3, 2016, the State Water Resources Control Board's staff approved to have Well No. 5 to be placed back into production.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:**

**Section 1.** That the City Council accepts the Water Well No. 5 Rehabilitation Project as complete.

**Section 2.** That the City Manager or his designee is authorized to release the final retention to Legend Pump and Well Service Inc.,

**Section 3.** That the City Council approves an additional appropriation of \$26,180 from the unappropriated Water Fund to the CIP No. 4011.68.900.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**Section 5.** The City Clerk shall certify as to the adoption of this City Council Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August, 2016.**

\_\_\_\_\_  
Edwin Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Quiñonez  
City Clerk

\_\_\_\_\_  
J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
David A. Garcia  
City Attorney

\_\_\_\_\_  
Raul Godinez II, P.E.  
Director of Public Works / City Engineer



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán City Manager *[Signature]*

PREPARED BY: Raul Godínez II, Director of Public Works/City Engineer  
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Proposition 84 Stormwater Grant Project for Installation of Low Impact Development Best Management Practices

## Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN APPROPRIATION OF \$39,374 FROM UNAPPROPRIATED WATER FUND FOR THE INSTALLATION OF THREE (3) TREE BOX FILTERS AND TEN (10) BIORETENTION TREE WELLS."

## Background:

On October 15, 2014, the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority (GWMA) was awarded a Proposition 84 Stormwater Grant on behalf of eleven (11) cities (Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier).

Under the grant, the City will receive a total of three (3) tree box filters, and ten (10) bio-retention tree wells (LID BMPs). (Attachment A) One of the three tree box filters are anticipated to be installed on Clarke Street at Atlantic Avenue and two of the three tree box filters are anticipated to be installed on Clark Street at Wright Road. The ten bio-retention tree wells locations are yet to be determined.

On March 17, 2015, the City Council approved a Subrecipient Agreement between the City and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for GWMA to handle the competitive bidding process and to award a contract to construct and implement the City's share of the grant project.



The City compensated GWMA in the amount of \$183,185.45 for the delivery of the LID BMPs. The cost includes the Cost-Share amount of \$36,795.45 and Subrecipient Grant Funds amount of \$146,390. The City will be reimbursed \$146,390 from the State Water Board after completion of the project.

In early March 2016, GWMA released a request for bids for the 8 members (Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs and Vernon). The lowest bid amount received by GWMA was \$844,350. GWMA is billing the participants for the cost overruns (16 percent construction cost increase and 4 percent for anticipated increased costs of monitoring, permitting, and other related costs).

On June 19, 2016, the City received an invoice from GWMA in the amount of \$32,773.90 for to capture the actual costs reflected by the actual bids received for the Grant Project. (Attachment B).

The Subrecipient Agreement approved by the City Council included a stipulation that the City will be responsible for cost overruns in the event the Subrecipient Grant Funds are insufficient to cover the costs of the project.

#### **Discussion & Analysis:**

Storm water and non-storm water are conveyed through the MS4s and ultimately discharged into receiving waters of the Los Angeles Region. Polluted storm water and non-storm water discharges from MS4s are a leading cause of water quality impairment in the Los Angeles Region. Storm water and non-storm water discharges are often contaminated with pesticides, fertilizers, fecal indicator bacteria and associated pathogens, trash, automotive byproducts and other toxic substances generated by activities in the urban environment.

On December 28, 2012, the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County (Order No. R4-2012-0175) became effective. The municipal discharges of storm water and non-storm water became subject to waste discharge requirements as set forth under Order No. R4-2012-0175.

To comply with the MS4 Permit, the City joined the Lower Los Angeles River Watershed (LLAR) to jointly prepare a Watershed Management Plan (WMP) to address the requirements under the MS4 Permit.

Under the WMP, the City proposed to implement structural Best Management Practices (BMPs), which includes the installation of LID BMPs such as the tree box filters and bio-retention tree wells. Structural BMPs aim to prevent stormwater contamination of surface waters in the Los Angeles River by treating stormwater runoff, and its associated pollutants.

The grant program helps the City implement structural BMPs to comply with the MS4 Permit.

**Fiscal Impact:**

Additional funds are needed in the amount of \$39,374 for this project. The City has provided GWMA a payment of \$183,185.45 for administration cost and construction cost. Below is a table on the itemized cost relating to this project:

<b>Item</b>	<b>Amount</b>
Grant Amount (construction and permits)	\$ 146,420
Cash Match and GWMA Administration Cost	<u>36,765</u>
Amount Paid to GWMA	183,185
Additional Amount Due to Bid Result	32,774
Labor Compliance	1,600
Contingency	<u>5,000</u>
Additional Funding Needed	\$ 39,374

The cities under this grant are using Willdan to assist with labor compliance, which is required under Proposition 84. For consistency and to save cost, staff agreed to use Willdan for this project on labor compliance at an estimated cost of \$1,600.

Staff requests the use of unappropriated Water Fund to pay for the additional funding needed. Bio-retention tree wells has the potential to facilitate groundwater recharge.

Coordinated With:

Finance Department  
City Attorney

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN APPROPRIATION OF \$39,374 FROM UNAPPROPRIATED WATER FUND FOR THE INSTALLATION OF THREE (3) TREE BOX FILTERS AND TEN (10) BIORETENTION TREE WELLS**

**WHEREAS;** on March 17, 2015, the City Council approved a Subrecipient Agreement between the City and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for GWMA to handle the competitive bidding process and to award a contract to construct and implement the City's share of the grant project; and

**WHEREAS;** the City compensated GWMA in the amount of \$183,185.45 for the delivery of the LID BMPs; and

**WHEREAS;** the City anticipates to be reimbursed in the amount of \$146,390 from the State Water Board after completion of the project; and

**WHEREAS;** in early March 2016, GWMA released a request for bids for the 8 members (Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs and Vernon) and the lowest bid amount received by GWMA was \$844,350; and

**WHEREAS;** GWMA is billing the participants for the cost overruns (16 percent construction cost increase and 4 percent for anticipated increased costs of monitoring, permitting, and other related costs); and

**WHEREAS;** on June 19, 2016, the City received an invoice from GWMA in the amount of \$32,773.90 to capture the actual costs reflected by the actual bids received for the Grant Project; and

**WHEREAS;** the Subrecipient Agreement approved by the City Council included a stipulation that the City will be responsible for cost overruns in the event the Subrecipient Grant Funds are insufficient to cover the costs of the project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:**

**Section 1.** That the City Council approves the additional budget of \$39,974 to pay the invoice from GWMA and to pay for cost relating to labor compliance.

**Section 2.** That the City Manager or designee is authorized to make the following funds appropriation and transfer:

FROM:

Un-appropriated Water Fund  
\$39,374

TO:

LID BMPs Project  
(CIP Number to be issued)  
\$39,374

**Section 4.** This resolution shall take effect immediately upon its adoption.

**Section 5.** The City Clerk shall certify as to the adoption of this City Council Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August, 2016.**

\_\_\_\_\_  
Edwin Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
María Quiñonez  
City Clerk

\_\_\_\_\_  
J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
David Garcia  
City Attorney

\_\_\_\_\_  
William Stracker, P.E.,  
Director of Public Works / City Engineer

STATE OF CALIFORNIA        )  
  )  
COUNTY OF LOS ANGELES    )       §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of \_\_\_\_\_, \_\_\_\_\_, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
City Clerk, City of Lynwood

STATE OF CALIFORNIA        )  
  )  
COUNTY OF LOS ANGELES    )       §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. \_\_\_\_\_ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
City Clerk, City of Lynwood

# ATTACHMENT A

## Multi-Agency, Multi-Watershed Project to Incorporate LID BMPs into Major Transportation Corridors Attachment 6 – Technical Report

### Tree Box Filter

Tree box filters are biotreatment systems enclosed in concrete boxes or other sub-surface structures that drain runoff from paved areas via a standard storm drain inlet structure. They consist of a precast concrete (or other) container, a mulch layer, media mix, observation and cleanout pipes, under-drain pipes, a street tree or large shrub, and a grate cover. These facilities function as a filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes.

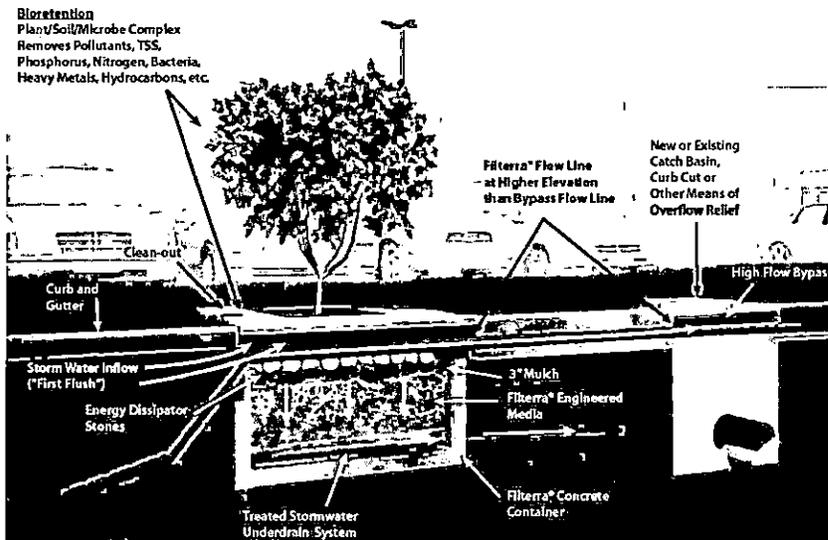


Figure 1: Tree Box Filter Schematic (Filterra Engineering Design Assistance Kit).

***Bioretention Tree Well***

Bioretention is a water quality and water quantity control practice using the chemical, biological and physical properties of plants, microbes and soils for biofiltration and the removal of pollutants from stormwater runoff. A bioretention tree well provides biofiltration for removal of pollutants, increases time of concentration, may provide detention and prevents surface ponding of stormwater.

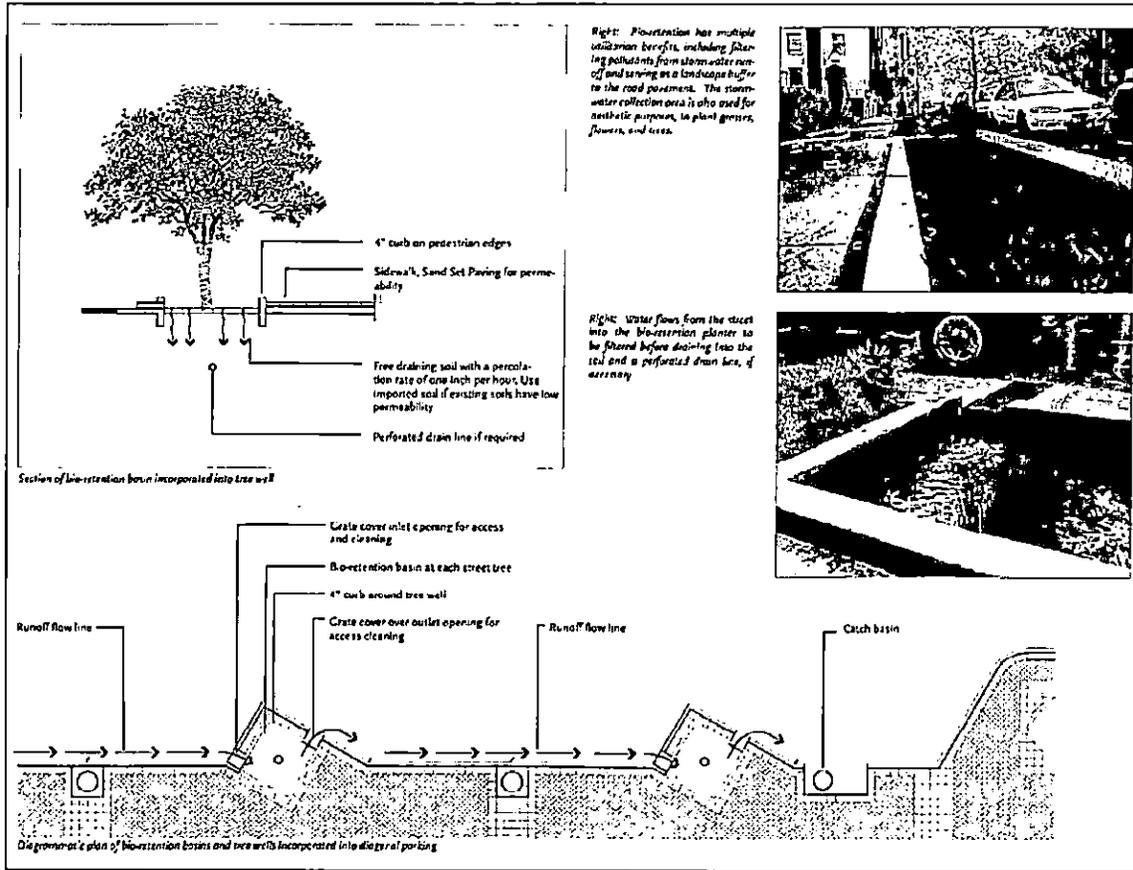


Figure 4: Typical Bioretention Tree Well Schematic (City of Whittier General Plan).

16401 Paramount Boulevard  
 Paramount, CA 90723  
 562.663.6850 phone  
 562-634-8216 fax

www.gatewaywater.org



Los Angeles Gateway Region  
 Integrated Regional Water Management  
 Joint Powers Authority

## INVOICE

Invoice # Prop84-16-02  
 June 30, 2016  
 Payment is Due Upon Receipt

To: City of Lynwood  
 Attn: Raul Godinez/Lorry Hempe

*Description:*

Additional Billing for Cost Overruns in accordance with the Subrecipient Agreement between Permittee and GWMA for the Proposition 84 Stormwater Grant Program Grant Agreement No. 14-443-550.

<b>Amount Due:</b>	<b>\$215,959.35</b>
<b>Less Initial Deposit:</b>	<b>&lt;183,185.45&gt;</b>
<b>Total Balance Due:</b>	<b><u>\$ 32,773.90</u></b>

Make check payable to: **GWMA**

Send payment to: GWMA  
 16401 Paramount Blvd.  
 Paramount, CA 90723

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Steve Myrter (Signal Hill), Secretary/Treasurer**  
 Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Cudahy • Downey • Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount • Pico Rivera • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán City Manager *JAB*

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer *RG*  
Lorry Hempe, Public Works Special Projects Manager  
Jose Molina, Utility Services Manager

SUBJECT: Approval of an Agreement with Waterworks Technology

## Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYWOOD APPROVING AN AGREEMENT WITH WATER WORKS TECHNOLOGY TO PROVIDE CERTIFIED CROSS CONNECTION SPECIALIST AND D5 CERTIFIED STANDBY AND SUPERVISORY STAFFING SERVICES IN THE INTERIM."

## Background:

On July 19, 2016, the City Council adopted an Urgency Ordinance amending Section 6-3.10 of the Lynwood Municipal Code on the purchasing authority limits. Under the urgency ordinance, the City Manager is precluded from approving legal or consulting contracts. To conform to the urgency ordinance adopted by the City Council, staff is recommending that the City Council approve a Consulting Services Agreement with Waterworks Technology.

The City is responsible for operation, maintenance and repair of the City's water system and a sanitary sewer system. The City's water system encompasses approximately 4.7 square miles in size and serves approximately 90 percent of the land within the City's corporate limits, with the remainder being served by the Liberty Utilities (formerly Park Water Company). Water supply for the system is derived from local wells and is supplemented by potable water deliveries from the Metropolitan Water District of Southern California (MWD). The City operates and maintains its groundwater wells, distribution system and supply source connection to MWD. The City has five active groundwater wells located throughout the City for groundwater production (Well Nos. 5, 8,9,11 and 19). The City distributes its

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water to approximately 9,000 service customers through a 90 mile network of distribution water mains.

In addition to the water system, the City owns and operates its local sanitary sewer system consisting of approximately 81 miles of gravity flow sewer pipelines, 1 lift station and 1,704 manholes. City manages the sanitary sewer collection system facilities to ensure that they are properly operated, maintained, and managed to reduce frequency and severity of sanitary sewer overflows (SSO) and their potential impacts on public health, safety, and on the environment. It is the City's responsibility to ensure that the sewer system is adequately designed, constructed and funded to provide adequate capacity while meeting or exceeding applicable regulations, laws and the generally acceptable practices relative to sanitary sewer system operations and maintenance.

### **Discussion & Analysis:**

All suppliers of domestic water to the public are subject to regulations adopted by the U.S. Environmental Protection Agency under the Safe Drinking Water Act as well as regulations under the California Safe Drinking Water Act.

There are two issues that staff would like to address: 1) Obtaining a D5 certified consultant to serve in the Utility Services Manager's absence; and 2) Obtaining a certified Cross Connection Specialist.

### **Staffing Support During the Utility Services Manager's Absence**

The regulation requires for each distribution system to designate at least one Chief Operator and one Shift Operator. The City's Water System's Chief Operator is the Utility Services Manager and its Shift Operator is the Lead Water Services Worker. The City's water system is classified as a D5 Distribution System. The Utility Services Manager possesses a D5 and T2 certificates to meet the certification requirement of a D5 Distribution System. The Shift Operator at a minimum needs a D3 Certification. In the absence of the Lead Water Services Worker, the Chief Operator can designate any of the D3 certified Water Service Worker to assume the role of the Shift Operator.

The Utility Services Manager as the Chief Operator, is the individual who has overall responsibility for the operation of the distribution system. The Utility Services Manager will be absent from July 28 to August 14, 2016. The Chief Operator has determined that a replacement Chief Operator be designated in his absence.

Staff recommends that the City Council approves an Agreement with Water Works Technology to provide a D5 certified personnel on standby during the Utility Manager's absence and to appoint a D4 certified personnel to assist staff in overseeing the day to day operations in the absence of the Utility Services

Manager. Staff has utilized this arrangement in the past. Waterworks Technology's staff was effective in handling emergencies relating to failure in the telemetry connection, power outages, troubleshooting problems with the MWD connection, advising staff adjusting the water pressures during hot weathers, etc. Waterworks Technology was also instrumental the successful disinfection method Well No. 5 by suggesting an alternate method of disinfection. Technology is already familiar with the City's water system. They can immediately provide assistance during the Utility Services Manager's absence.

#### Certified Cross Connection Specialist

Section 7584 of the California Code of Regulations requires a cross connection control program that is carried out by at least one person trained in cross-connection control. Although staff implements the cross connection control program, a certified cross connection specialist is still required. At this time, none of the Utility Division staff possesses a cross connection specialist certification. Waterworks Technology is able to provide a certified Cross Connection Specialist.

Staff implements 100% of the work needed for the cross connection program. The contractor that staff used for this program is now requiring more hands-on involvement with the implementation. Waterworks Technology is willing to work with the City to administer the cross connection program and allow City staff to implement the nuts and bolts of the program (ie. notifying private entities to test and certify their back flow preventers; tracking entities to ensure compliance with certification on the back flow preventers; retaining records on testing and certifications, etc.)

#### Agreement with Waterworks Technology

The proposed agreement with Waterworks Technology is an interim solution to handle an immediate need to comply with the regulations.

Staff recommends to issue a Request for Proposal (RFP) to bring in a consultant to provide a standby D5 certified staff and D4 supervisor staffing in the absence of the Chief Operator; and a Cross Connection Specialist to administer the City's cross connection program for a longer term arrangement.

For a preferred longer term solution, in-house staff should be encouraged to obtain a Cross Connection Specialist certification and a D5 certification. With anticipated installation of treatment equipment at Well No. 11 and Well No. 19, requirement for a treatment certification is forthcoming.

Staff can coordinate with the Human Resources Director to establish a program encouraging in-house staff to obtain these certifications. These certifications are not easy to obtain. It may take 5 to 6 years to obtain a D5 Certification.

LMC 6-3.13 Exception to Bidding; 4/5ths Vote of the City Council for an Exception to Bidding for Consulting Services

Lynwood Municipal Code Section 6-3.13(a)(3) provides exception to competitive bidding of any kind if the City Council finds by resolution by not less than four-fifths (4/5) of its members, that such acquisition may be more economically and efficiently effected through the use of an alternate procedure. Given the immediate need to obtain a D5 certified consultant and a cross connection specialist, staff recommends that the City Council approve an agreement with Waterworks Technology in the interim until such time staff completes an RFP process. Obtaining the services of Waterworks Technology provides for an efficient process to obtain such services for immediate coverage for water and sewer systems.

**Fiscal Impact:**

No additional funding is needed. The recommended services for a budget of \$25,000 is included in the approved FY17 Budget for Water Division.

Staff recommends that the City Council authorizes the Mayor to execute an Agreement with Waterworks Technology for up to \$15,000 and authorize the City Manager to expend an additional \$10,000 to cover additional hourly services as needed.

**Coordinated With:**

Finance Department  
City Manager's Office  
City Attorney's Office

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT WITH WATER WORKS TECHNOLOGY TO PROVIDE CERTIFIED CROSS CONNECTION SPECIALIST AND D5 CERTIFIED STANDBY AND SUPERVISORY STAFFING SERVICES IN THE INTERIM**

**WHEREAS**, on July 19, 2016, the City Council adopted an Urgency Ordinance amending Section 6-3.10 of the Lynwood Municipal Code on the purchasing authority limits which precludes the City Manager from approving consulting services agreements; and

**WHEREAS**, the City is responsible to maintain the water and sewer systems; and

**WHEREAS**, all suppliers of domestic water to the public are subject to regulations adopted by the U.S. Environmental Protection Agency under the Safe Drinking Water Act as well as regulations under the California Safe Drinking Water Act; and

**WHEREAS**, Section 64413.7 of the California Code of Regulations requires for each distribution system to designate at least one Chief Operator and one Shift Operator; and

**WHEREAS**, the Utility Services Manager as the Chief Operator, is the individual who has overall responsibility for the operation of the water distribution system; and

**WHEREAS**, the Chief Operator has determined that a replacement Chief Operator be designated in his absence; and

**WHEREAS**, Section 7584 of the California Code of Regulations requires a cross connection control program that is carried out by at least one person trained in cross-connection control; and

**WHEREAS**, the City does not have an in-house staff person who has the cross connection specialist certification; and

**WHEREAS**, Waterworks Technology, Inc. has the certifications needed to manage the City's Water and Sewer System in the Utility Services Manager's absence and provide a certified cross connection specialist; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:**

**Section 1.** That the City Council approves the Consulting Services Agreement between the City and Waterworks Technology, Inc.

**Section 2.** That the Mayor is hereby authorized to execute the Consulting Services Agreement in a form approved by the City Attorney in an amount not to exceed \$15,000 attached hereto as Exhibit A.

**Section 3.** That the City Manager or designee is authorized to amend the Consulting Services Agreement to obtain additional services as needed not to exceed \$10,000.

**Section 4.** Lynwood Municipal Code Section 6-3.13(a)(3) provides exception to competitive bidding of any kind if the City Council finds by resolution by not less than four-fifths (4/5) of its members, that such acquisition may be more economically and efficiently effected through the use of an alternate procedure.

**Section 5.** That the City Council finds the immediate need to have a designated D5 certified Chief Operator on standby, a D4 or D3 certified personnel, and a certified cross connection specialist is a necessity to continue to run the water distribution system.

**Section 6.** That the City Council authorizes staff to issue a Request for Proposal to obtain consulting services for a longer term arrangement to provide a D5 Certified Standby personnel and supervisory staffing during the absence of the Chief Operator; and a certified cross connection specialist to administer the cross connection program.

**Section 7.** That the City Council authorizes Water Works Technology to start immediately as soon as the resolution is adopted to be followed by an executed agreement and approved purchase order.

**Section 8.** This resolution shall take effect immediately upon its adoption.

**Section 9.** The City Clerk shall certify as to the adoption of this City Council Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August, 2016.**

---

Edwin Hernandez  
Mayor

**ATTEST:**

---

Maria Quiñonez  
City Clerk

---

J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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David A. Garcia  
City Attorney

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Raul Godínez II, P.E.  
Director of Public Works / City Engineer

# Exhibit A

## CITY OF LYNWOOD, CALIFORNIA PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made as of \_\_\_\_\_ by and between the City of Lynwood, a California municipal corporation ("City"), and Water Works Technology, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

### RECITAL

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide interim oversight of the Water and Sewer Divisions; provide D-5 System Consultant; provide a certified Cross Connection Specialist to administer the City's cross connection program; provide a D-5 standby services("Project"); and other services as needed and,

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

#### 1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by the Consultant are as described in Exhibit A-1 and Exhibit A-2.

B. Time of Performance. Consultant shall develop a Work Plan jointly with the City. The Work Plan shall set the Performance Schedule for the work.

2. Term of Agreement. This Agreement shall be for a term starting from \_\_\_\_\_ (the Commencement Date) to \_\_\_\_\_ (the Termination Date), unless sooner terminated. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date. The month-to-month extension shall not increase the not-to-exceed amount under Section 3, Compensation and Payment. The City Manager may approve additional fees on a time and materials basis. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

#### 3. Compensation and Payments

A. Compensation. City agrees to compensate Consultant for services rendered in an amount not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500). All services and deliverables within the scope of work as defined in **Exhibit A**.

B. Payments. The Consultant shall submit to the City for approval monthly applications for payment for basic and additional services, with reasonable supporting detail. Payments for basic services shall not exceed the Monthly Cost listed above unless approved by the Director of Public Works/City Engineer. Payment shall be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

4. **General Terms and Conditions.** The General Terms and Conditions set forth Exhibit B are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. **Addresses.**

**City**

City of Lynwood  
11330 Bullis Road

Lynwood, CA 90262

Attn: Director of Public Works/ City Engineer

Phone: 310-603-0220

**Consultant**

Waterworks Technology  
2415 S. Westboro Avenue

Alhambra, CA 917803

Attn: Cornell Gillenwater

Phone: 909-239-0087

6. **Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A- Scope of Services

Exhibit B- General Terms and Conditions (7 pages).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

**CITY OF LYNWOOD, CALIFORNIA**

By: \_\_\_\_\_  
J. Arnoldo Belfrán  
City Manager

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Maria Quinonez  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David A. Garcia, City Attorney

\_\_\_\_\_  
Date

**CONSULTANT**  
**Water Works Technology Inc**

By:   
Cornell Gillenwater

7-19-16  
Date

**EXHIBIT A**

**SCOPE OF SERVICES**

Consultant shall provide the following services:

- 1) Consultant to provide a D-5 operator for the city's water distribution system when needed.
- 2) Consultant to have a certified operator be in direct contact with the City of Lynwood's system operators in the event any questions or concerns can be answered or directed in regards to the distribution system.
- 3) A city designated operator will be responsible to email their work sheet or report to the consultant or his designee in order to ensure a daily review of the system.
- 4) Consultant to provide the city with a contact number for its staff to communicate with city staff 24 hrs. /day.
- 5) Consultant shall provide a Certified Cross Connection Specialist to administer the City's cross connection program.
- 6) If requested, Consultant shall represent the City with State Resources Control Board on the City's cross connection program.

Consultant's Rate

Supervisor for 15 days.....\$6,000.00  
Standby D-5 operator 15 day.....\$1,700.00  
Total Oversight cost.....\$7,700.00

Certified Cross Connection Specialist     \$94.68 per hour

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State City regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for

issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Collection Agency's duties, obligations, and responsibilities under the Affordable Care Act. Consultant agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act."

## **2. Standard of Performance.**

A. Consultant shall perform all work to the highest professional standards normally practiced by recognized consulting companies in performing services of a similar nature. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A-1 and Exhibit A-2**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A-1 and Exhibit A-2**, or those so assigned in writing to Consultant by the City Council.

B. The City Manager or his or her designee, shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

## **3. Indemnification.**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), or damage to or destruction to third-party property, to the extent caused by the Consultant's negligent or willful acts or omissions of its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

#### **4. Insurance.**

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits \$1,000,000 per occurrence and in the aggregate.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on policy form coverage specifically designed to protect against

acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be \$1,000,000 per occurrence and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, or reduced (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel or reduce said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

## **5. Confidentiality.**

Consultant in the course of its duties may have access to confidential data of City, private

individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**6. Ownership of Work Product.**

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be subject to copyright application by Consultant.

**7. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

**8. Termination.** City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, the City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services and turn over to City the product of the services in accordance with written instruction of City.

**9. Personnel.**

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under

this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

**10. Financial Condition.**

Prior to entering into this Agreement, Consultant has submitted documentation reasonably acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

**11. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**12. Assignment.**

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

**18. Notices.**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

**19. Governing Law.**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**20. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**21. Severability.**

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**22. Entire Agreement.**

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

**23. Authority.**

The person or persons executing this Agreement on behalf of Consultant warrants and represents 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.



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godínez II, Director of Public Works/City Engineer *RGN*  
Elias Saikaly, Senior Public Works Manager

SUBJECT: Fund Appropriation for the Los Flores Improvement Project  
Project No. 4011.68.017

## Recommendation:

Staff recommends that the City Council adopt the following resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$15,373.06 FROM THE CIVIC CENTER PUBLIC PARK PROJECT, PROJECT NO. 4011.67.030 TO THE LOS FLORES BOULEVARD IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017".

## Background:

In 2008, the Housing Urban Development (HUD) awarded the City a grant in the amount of \$147,000 to build public parks throughout the City. Four new pocket parks were constructed with this funding, and approximately \$44,000 remained in the HUD grant. The City had proposed to build a new public park fronting the Bateman Hall building. The design concept of the park was approved by the City Council on July 7, 2015

On August 4, 2015, the City Council awarded the Civic Center Public Park, through Piggybacking off the Lynwood Linear Park Construction Contract, to C.S. Legacy. This project was funded by Housing Urban Development (HUD) funding (\$44,000), with the remaining balance coming from the Los Angeles County Parks Maintenance Grant, for a total cost of \$90,606.95.

The construction of the park started on August 17, 2015 and was completed on October 16, 2015.



**Discussion & Analysis:**

On November 24, 2015, the City Council accepted the Civic Center Public Park project as complete. However, an amount of \$15,373.06 remains in the Los Angeles County Park and Maintenance Grant.

Staff is requesting the appropriation of these remaining funds to the Los Flores Boulevard Improvement Project to cover additional landscaping cost that was incurred during construction, due to the Southern California Edison (SCE) electrical connection needed to feed the landscape Irrigation Controller. By appropriating this remaining balance to the Los Flores Blvd. improvement project for eligible expenses, it will offset Measure R Bond funds that can be redirected to other street projects.

**Fiscal Impact:**

There is no fiscal impact to the General Fund with this appropriation; the recommended action merely appropriates remaining grant funds and transfers them to another project.

Coordinated With:

Finance & Administration  
Recreation and Community Services  
City Attorney

**RESOLUTION. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$15,373.06 FROM THE CIVIC CENTER PUBLIC PARK PROJECT, PROJECT NO. 4011.67.030 TO THE LOS FLORES BOULEVARD IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017**

**WHEREAS**, in 2008, the Housing Urban Development (HUD) awarded the City a grant in the amount of \$147,000 to build public parks throughout the City. Four new pocket parks were constructed since and approximately \$44,000 remained in the HUD grant; and

**WHEREAS**, on August 4, 2015, the City Council awarded the Civic Center Public Park, to C S Legacy using Housing Urban Development (HUD) Fund and the Los Angeles County Parks Maintenance Grant; and

**WHEREAS**, on November 24, 2015, the City Council accepted the Civic Center Public Park as complete; and

**WHEREAS**, an amount of \$15,373.06 remains in the Los Angeles County Park and Maintenance Grant Fund; and

**WHEREAS**, staff is requesting the appropriation of these remaining funds to the Los Flores Boulevard Improvement Project to cover additional landscaping costs; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1.** That the City Manager or his designee is hereby authorized to make the following funds transfer and appropriations:

<u>FROM</u>	<u>TO</u>
The Civic Center Public Park Project	Los Flores Blvd. Improvement Project
Project No. 4011.67.030	Project No. 4011.68.017
\$15,373.06	\$15,373.06

**Section 2.** That this Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED and ADOPTED this 2nd day of August, 2016.**

\_\_\_\_\_  
Edwin E. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
María Quiñónez  
City Clerk

\_\_\_\_\_  
J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
David A. Garcia  
City Attorney

\_\_\_\_\_  
Raul Godinez II, P.E.  
Director of Public Works /City Engineer

STATE OF CALIFORNIA        )  
  )  
COUNTY OF LOS ANGELES    )       §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of \_\_\_\_\_, \_\_\_\_\_, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
City Clerk, City of Lynwood

STATE OF CALIFORNIA        )  
  )  
COUNTY OF LOS ANGELES    )       §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. \_\_\_\_\_ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
City Clerk, City of Lynwood



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager 

PREPARED BY: Gabriela Camacho, City Treasurer   
Sheila Harding, Deputy City Treasurer

SUBJECT: Treasurer's Quarterly Investment Report

## Recommendation:

It is recommended that the City of Lynwood receive and file the attached Quarterly Investment Report. The following information provided in this report highlights the investment activity for the 4<sup>th</sup> quarter ending June 30, 2016.

## Background:

Due to the crisis caused by the Orange County investment pool, the State Legislature in 1995 enacted SB564 and SB866. These laws were enacted as State Statutes to impose certain mandates regarding investments with public funds. The statutes have imposed the following mandates:

1. Annual adoption of an Investment Policy that incorporates changes mandated by the State.
2. Quarterly Investment Reports presented to the Legislative Body or Board Members.
3. Restriction on the use of certain investment instruments.

The purpose of the Treasurer's report is to update the City Council and the public of the status of the City's cash balances, investments and highlight changes from one period to another. This report includes reconciliation between cash and investment balances, a schedule of all investments, and a report providing information on all investment types, costs, interest rates, maturity dates and current market value.



The market value of securities fluctuates, depending on how interest rates perform. When interest rates decrease, the market value of the securities in the City's portfolio will likely increase and when the interest rates increase, the market value of the securities will likely decrease. The City's practice is to buy and hold investments until maturity so changes in the market price do not affect the City's investment principal.

Short-term excess cash is primarily invested in the Local Agency Investment Fund (LAIF) administered by the State Treasurer. LAIF is a high quality investment available in terms of safety, liquidity and yield. The City's cash and investment portfolio is sufficiently liquid to meet expected expenditures for the coming six months.

The majority of property tax revenues are received from the County in December and April. The vast majority of cash held by the City is deposited into the Local Agency Investment Fund and can be withdrawn at any time.

There are eight petty cash funds totaling \$3,300.00 currently being used by various departments. There are two change funds totaling \$640.00; Water Billing \$600.00 and Recreation \$40.00.

The total amount of Non Sufficient Funds (NSF) from customers for the 4<sup>th</sup> quarter reporting is \$2,016.42 of which, \$1,365.45 has been collected. The remaining balance of Non Sufficient Funds for the 4<sup>th</sup> quarter outstanding is \$650.97.

The market valuation is provided by FTN Main Street Capital Advisors and all of the investments are in compliance with California Government Code Sections 53600 et seq. and the City's investment policy.

Reports prepared by FTN Main Street Capital Advisors are as follows:

- Portfolio Summary
- Investment Policy Compliance Report
- Historical Earnings & Book Rate
- Portfolio Summary - Management
- Portfolio Details – Investments Report
- Inventory by Maturity Report
- Credit Rating Report
- Interest Earnings Report
- Accrued Interest Report
- Cash Reconciliation Report
- Monthly Economic & Market Update Report

**Fiscal Impact:**

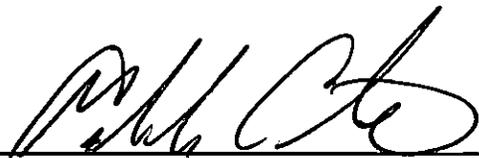
The action recommended in this report will not have a fiscal impact on the City.

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 June 30, 2016

MASTER SUMMARY

DESCRIPTION	MARKET VALUE	PERCENTAGE (%) PORTFOLIO	AVERAGE DAYS TO MATURITY
INVESTMENTS*	29,125,334.56	100%	*
CERTIFICATE OF DEPOSIT/TIME DEPOSIT/ MONEY MARKET/CUSTODY HOLDINGS	3,433,340.33		
CHECKING ACCOUNT	10,942,779.51		
<b>TOTAL AVERAGES</b>	<b>\$ 14,376,119.84</b>		

TOTAL INVESTMENTS & AVERAGES \$ 43,501,454.40

  
 \_\_\_\_\_  
 Gabriela Camacho  
 City Treasurer

*I certify that this report accurately reflects all pooled investment policy statements adopted by the City Council on August 15, 1995. A copy of this policy is available at the office of the City Clerk. The Investment Program herein shown provides sufficient cash flow liquidity to meet 3 to 6 months estimated expenditures.*

\*See Report Prepared by Main Street Capital Advisors

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 30-Jun-16

PORTFOLIO SUMMARY

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE
*Money Market Funds	\$ 591,708.94	\$ 591,708.94	\$ 591,708.94
LAIF	\$ 18,598,109.09	\$ 18,598,109.09	\$ 18,598,109.09
Corporate Notes	\$ 2,250,000.00	\$ 2,271,600.00	\$ 2,251,898.19
Federal Agency	\$ 1,000,000.00	\$ 1,011,280.00	\$ 999,557.40
Treasury Coupon Securities	\$ 1,000,000.00	\$ 1,011,115.00	\$ 994,077.17
Federal Agency - Callable	\$ 500,000.00	\$ 500,400.00	\$ 500,000.00
CD-FDIC	\$ 5,097,000.00	\$ 5,141,121.53	\$ 5,095,693.12
<b>TOTAL</b>	<b>\$ 29,036,818.03</b>	<b>\$ 29,125,334.56</b>	<b>\$ 29,031,043.91</b>

\*Money Market Fund held at Goldman Sach

**Schedule of City Cash & Investments:** This schedule provides information on the cash and investments managed by the City.

<u>Time Deposit/MM/Certificate of Deposit</u>	<u>Balance</u>	<u>Maturity Date</u>	<u>Interest</u>
JP Morgan Chase (Section 108)	\$ 123,732.54	N/A	\$ 24.66
JP Morgan Chase - Money Market Account	\$ 1,858,823.56	N/A	\$ 370.40
JP Morgan Chase - Parking Enforcement	\$ 1,446,246.54	N/A	\$ 282.42
US Bank - City of Lynwood	\$ 4,537.69	N/A	\$ -
<b>TOTAL</b>	<b>\$ 3,433,340.33</b>		<b>\$ 677.48</b>

<u>Corporate Checking Accounts</u>	<u>Balance</u>
General Account	\$ 6,295,369.95
US Bank - City HCDA	\$ 33,454.79
US Bank - City Home Program	\$ 34,144.00
US Bank - Economic Development	\$ 15,397.71
US Bank - Housing Authority A	\$ 6,772.17
US Bank - Housing Authority B	\$ 18,000.09
US Bank - Lyn Tr. Center Unf Wrkr	\$ 2,791.24
US Bank - City of Lynwood	\$ 49,028.48
US Bank - RORF Successor Agency	\$ 1,662,536.44
US Bank - Taxable Tabs Housing Proj.	\$ 1,834,809.45
US Bank - US Dept. of HUD/Section 108	\$ 170,048.96
US Bank - Lynwood Disaster Relief Fund	\$ 5,000.00
US Bank - Settlement Remittance Fund	\$ 738,109.23
US Bank - Housing Authority	\$ 77,317.00
<b>TOTAL</b>	<b>\$ 10,942,779.51</b>

CITY OF LYNWOOD  
 QUARTERLY INVESTMENT REPORT  
 June 30, 2016

**Schedule of City Cash & Investments:** This schedule provides information on the cash and investments managed by the City.

<u>Money Market/Certificate of Deposit (CD)</u>	Balance	Quarterly Interest	Interest Credit F/Y to Date
JP Morgan Chase - Section 108 MMA	\$ 123,732.54	\$ 24.66	\$ 65.65
JP Morgan Chase - Money Market Account	\$ 1,858,823.56	\$ 370.40	\$ 986.42
JP Morgan Chase - Parking Enforcement	\$ 1,446,246.54	\$ 282.42	\$ 711.74
US Bank - City of Lynwood	\$ 4,537.69		
<b>Total</b>	<b>\$ 3,433,340.33</b>	<b>\$ 677.48</b>	<b>\$ 1,763.81</b>

Demand Deposits

General Account	\$ 6,295,369.95
US Bank - Economic Development	\$ 15,397.71
US Bank - Housing Authority A	\$ 6,772.17
US Bank - Housing Authority B	\$ 18,000.09
US Bank - City HCDA	\$ 33,454.79
US Bank - City Home Program	\$ 34,144.00
US Bank - Taxable Tabs	\$ 1,834,809.45
US Bank - Lyn Tr. Center Unf Wrkr	\$ 2,791.24
US Bank - Money Market Account	\$ 49,028.48
US Bank - US Dept. of HUD/Section 108	\$ 170,048.96
US Bank - RORF Successor Agency	\$ 1,662,536.44
US Bank - Lynwood Disaster Relief Fund	\$ 5,000.00
US Bank - Settlement Remittance Fund	\$ 738,109.23
US Bank - Housing Authority	\$ 77,317.00
<b>Total</b>	<b>\$ 10,942,779.51</b>

Money Market Fund - A Money Market fund is a type of mutual fund that invest in short term debt securities of agencies of the U.S. Government, banks, corporations and U.S. Treasury Bills.

Some advantages of a money market fund over savings and CDs are high liquidity, low risk, and competitive yields. The City currently has a total of five MMA accounts within the City's investment portfolio.

Certificate of Deposit - A Certificate of Deposit or CD, is a time deposit. They are similar to savings accounts in that they are insured and relatively risk-free. They are different from savings accounts in that they usually are for a fixed term and a fixed interest rate. CDs are intended to be held until maturity, at which time, the money may be withdrawn together with the accrued interest. The City currently has one CD within the City's investment portfolio

Demand Deposits - Also known as "cash in the bank", this is the balance of the City's checking account with US Bank, from which virtually all obligations are paid.

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 June 30, 2016

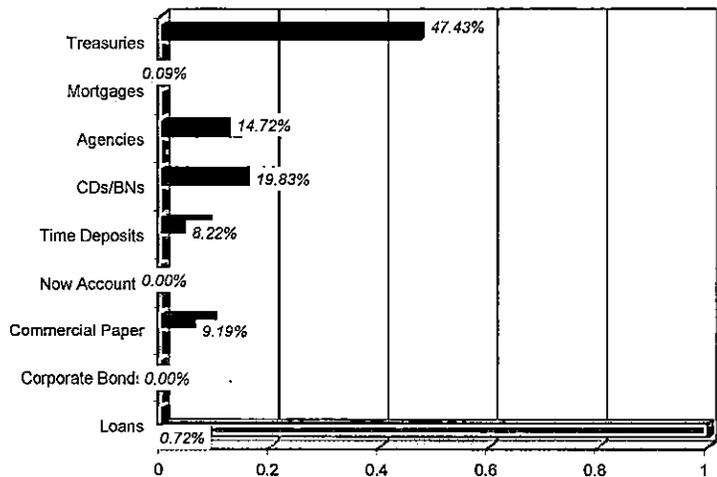
LAIF Daily .51% - Quarterly .47%

Issuer	Investment	Balance	Interest Received	Date Received
State of California	LAIF	\$ 18,598,109.09	\$ 20,974.66	15-Apr-16

**Local Agency Investment Fund (LAIF):**

The Local Agency Investment Fund is managed by the State Treasurer's Office Investment Division through the Pooled Money Investment Account (PIMA). The LAIF allows cities, counties and special districts to place money in a major portfolio and to use the expertise of their Investment Division staff, with no additional cost to taxpayers. Participating agencies can withdraw their funds from the LAIF at any time. The State Treasurer invests money safely and prudently while minimizing the service costs and maximizing the service costs and maximizing the investment yields. These investments help manage cash flow and enhance financial security. The interest earned from the LAIF is distributed quarterly. (See Chart Below)

Pooled Money Investment Account  
 Portfolio Composition  
 70.1 Billion  
 3/31/2016



Large Checks Issued 4th Quarter  
**9,165,107.64**

Issuance Month	Check # Issuance	Amount of Check
Apr-16	183329 BANNAOUN ENGINEERS CONST. CORP.	108,055.61
	183334 CAL-CITY CONTRUCTION INC.	349,092.70
	183355 STEPHEN DORECK EQUIPMENT RENTALS, INC.	200,350.25
	183361 LOS ANGELES COUNTY FIRE DEPARTMENT	484,158.99
	183377 L.A. COUNTY SHERIFF DEPT.	780,997.23
	183459 C.S. LEGACY CONSTRUCTION	330,549.62
	183632 WASTE RESOURCES, INC.	146,598.84
	183656 TOLAR MANUFACTURING CO., INC.	146,936.91
<b>Total</b>		<b><u>2,546,740.15</u></b>
<hr/>		
1-May	183698 BANNAOUN ENGINEERS CONST. CORP.	119,165.86
	183749 L.A. COUNTY SHERIFF DEPT.	784,402.99
	183799 THE BANK OF NEW YORK MELLON	956,114.68
	183815 WELLS FARGO BANK	285,403.13
	183970 WASTE RESOURCES, INC.	123,241.19
	183997 CAL-CITY CONSTRUCTION, INC.	414,289.30
	184013 WATER REPLENISHMENT DISTRICT OF SO. CALIFORNIA	193,416.35
<b>Total</b>		<b><u>2,876,033.50</u></b>
<hr/>		
1-Jun	184029 ALL AMERICAN ASPHALT	247,834.29
	184069 LOS ANGELES COUNTY FIRE DEPARTMENT	483,481.83
	184094 L.A. COUNTY SHERIFF DEPT.	738,773.53
	184182 TOLAR MANUFACTURING CO., INC.	440,810.71
	184264 L.A. COUNTY SHERIFF DEPT.	791,986.88
	184382 CAL-CITY CONSTRUCTION, INC.	93,710.44
	184338 WASTE RESOURCES INC.	150,566.06
	184370 MARTINEZ CONCRETE, INC.	166,074.90
	184378 KALBAN, INC.	111,664.00
	184383 BANNAOUN ENGINEERS CONST. CORP.	247,290.25
	184388 CAL-CITY CONSTRUCTION, INC.	270,141.10
<b>Total</b>		<b><u>3,742,333.99</u></b>

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 30-Jun-16

BALANCES PER MONTH

	<u>2016</u>		2015	
	Jan - Mar	<u>Apr - June</u>	<u>July - Sept</u>	Oct - Dec
Investments Managed by Main Street	\$ 30,055,778.58	\$ <b>29,125,334.56</b>	\$ 30,158,599.30	\$ 25,946,988.38
Cash & Investments	\$ 10,125,847.83	<b>14,376,119.84</b>	\$ 9,816,916.03	\$ 10,379,872.89
<i>Per Treasurer's Reports</i>	<u>\$ 40,181,626.41</u>	<u>\$ <b>43,501,454.40</b></u>	<u>\$ 39,975,515.33</u>	<u>\$ 36,326,861.27</u>

BALANCES PER STATEMENT  
 DEMAND DEPOSIT ACCOUNTS

Accounts	Apr-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
<u>Balances per Statement</u>				
US Bank - General Account*	\$ 3,209,932.62	\$ 5,087,592.46	\$ 4,635,424.13	\$ 3,662,100.95
*Local Agency Investment Fund	\$ 19,577,134.43	\$ 20,974.66	\$ -	\$ 19,598,109.09
US Bank - Economic Development	\$ 193,860.67	25,153.02		\$ 219,013.69
US Bank - RORF - Successor Agency	\$ 330,434.52	\$ 22,597.00	\$ -	\$ 353,031.52

Accounts	May-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
<u>Balances per Statement</u>				
US Bank - General Account*	\$ 3,662,100.95	\$ 8,605,816.69	\$ 5,176,496.71	\$ 7,091,420.93
*Local Agency Investment Fund	\$ 19,598,109.09	\$ (1,000,000.00)	\$ -	\$ 18,598,109.09
US Bank - Economic Development	\$ 219,013.69	\$ 7,183.02	\$ -	\$ 226,196.71
US Bank - RORF - Successor Agency	\$ 353,031.52	\$ 1,228.92	\$ -	\$ 354,260.44

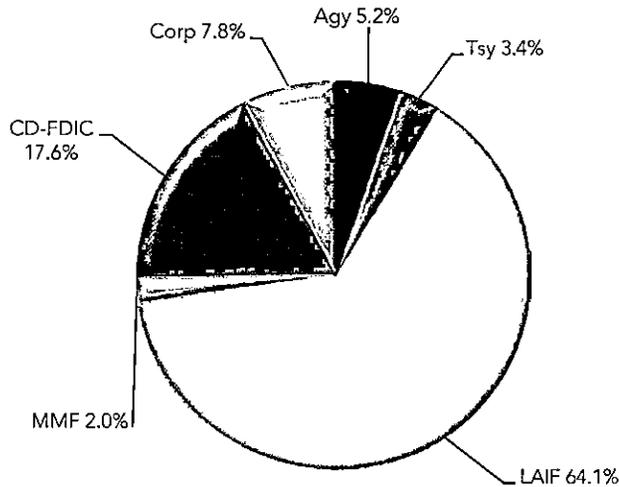
Accounts	Jun-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
<u>Balances per Statement</u>				
US Bank - General Account	\$ 7,091,420.93	\$ 4,991,724.65	\$ 5,787,775.63	\$ 6,295,369.95
*Local Agency Investment Fund	\$ 18,598,109.09	\$ -	\$ -	\$ 18,598,109.09
US Bank - Economic Development	\$ 226,196.71	\$ -	\$ 210,799.00	\$ 15,397.71
US Bank - RORF - Successor Agency	\$ 354,260.44	\$ 1,476,189.00	\$ 167,913.00	\$ 1,662,536.44

\*Funds transferred from LAIF account to the general account to cover expenditures

CITY OF LYNWOOD  
BOND REPORT  
30-Jun-16

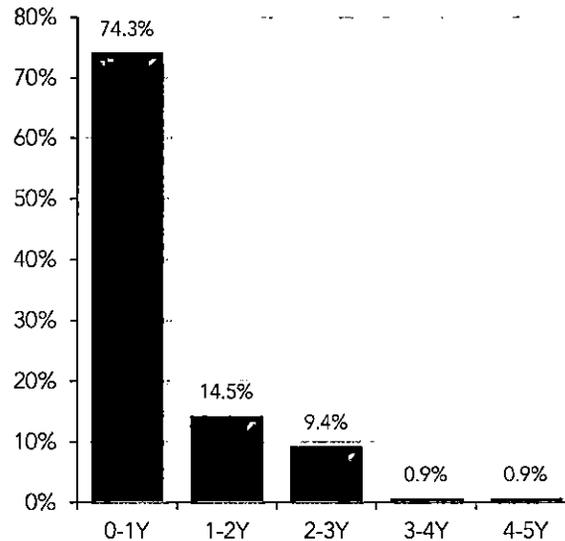
TRUSTEE ACCOUNTS	PURCHASE DATE	PAR VALUE	MARKET VALUE
Lynwood Utility Authority Enterprise Refunding Revenue Bond, 2008 Series A BNY Trust Company	May-09	\$9,755,000.00	3,725,094.86
Lynwood Utility Authority Enterprise Revenue Bond 2009 Series A BNY Trust Company	Nov-08	\$5,732,000.00	573,527.44
Lynwood Public Finance Authority Lease Revenue Bond, Civic Center Series 2010A US Bank Corporate Trust Services	Aug-10	\$9,000,000.00	5,134,820.99
Lynwood Redevelopment Agency Tax Allocation Bonds, Series 2011, Series A Fiscal Agent Activities US Bank Corporate Trust Services	Mar-11	\$18,480,000.00	20,227,205.90
Lynwood Redevelopment Agency Tax Allocation Bonds, Series 2011, Series B Fiscal Agent Activities US Bank Corporate Trust Services	Mar-11	\$5,660,000.00	554,544.35
Lynwood Public Financing Authority Lease Revenue Refunding Bonds 2003 A US Bank Corporate Trust Services	Aug-03	\$8,630,000.00	1,397,409.92

**SECTOR ALLOCATION**



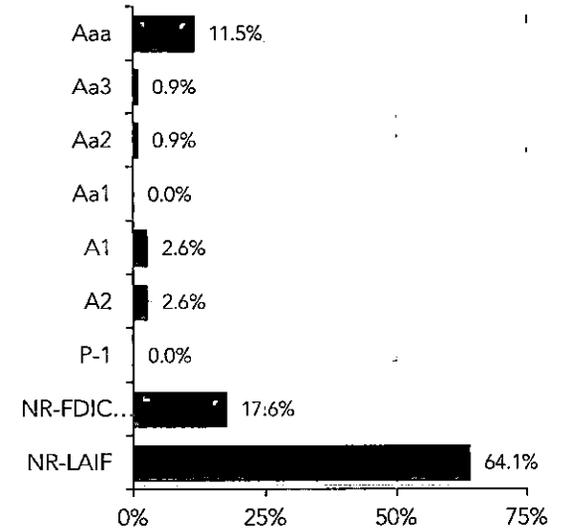
Per Book Value

**MATURITY DISTRIBUTION**



Per Book Value

**CREDIT QUALITY (MOODY'S)**



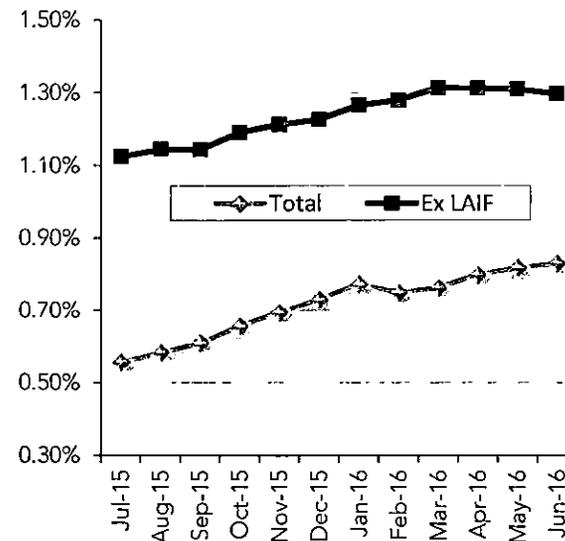
NR: Not Rated

**ACCOUNT SUMMARY**

	6/30/16	5/31/16
Market Value	\$29,125,335	\$29,077,124
Book Value	\$29,031,044	\$29,020,901
Variance	\$94,291	\$56,224
Par Value	\$29,036,818	\$29,026,918
Net Asset Value	\$100.325	\$100.194
Purchase Yield	0.83%	0.82%
Years to Maturity	0.56	0.54
Effective Duration	0.52	0.50

\*Book Value is Amortized

**MONTH-END PORTFOLIO BOOK YIELD**



**TOP ISSUERS**

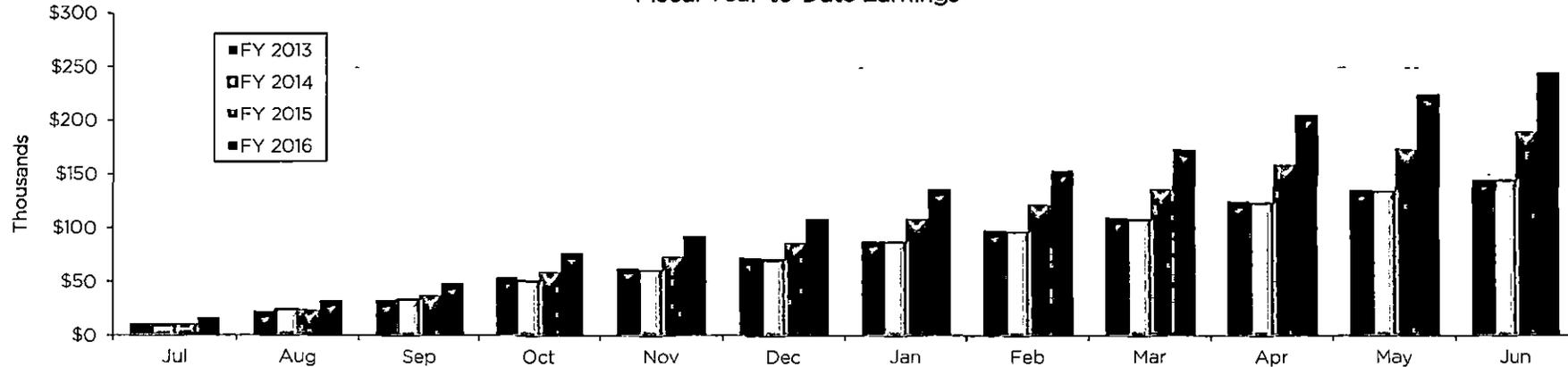
Issuer	% Portfolio
LAIF	64.1%
FHLMC	3.4%
FNMA	3.4%
U.S. Treasury	2.0%
Honda	1.7%
John Deere	0.9%
Exxon	0.9%
Pfizer Inc	0.9%
US Bank	0.9%
BMW Bank	0.9%
General Electric Bank	0.9%
Caterpillar	0.9%
Wells Fargo & Company	0.9%
Toyota Motor Credit Corp.	0.9%
Chevron	0.9%

Per Book Value

Item / Sector	Parameters	In Compliance
Weighted Average Maturity	Weighted Average Maturity (WAM) must be less than 3.0 years	Yes: 0.56 Yrs
Liquidity	At least 30% of the portfolio must have maturities of 1 year or less	Yes: 74.3%
U.S. Treasuries	No sector limit, no issuer limit, maximum maturity 5 years	Yes: 3.4%
U.S. Federal Agencies	50% sector limit, no issuer limit (FHLB, FFCB, FNMA, FHLMC), maximum maturity 5 years	Yes: 5.2%
Negotiable Certificates of Deposit	30% sector limit, issuer limit no greater than FDIC insured limit (currently \$250,000), max maturity 5 years, issued by national/state charter banks or savings and loan associations	Yes: 17.6%
Non-Negotiable Certificates of Deposit	25% sector limit, no issuer limit, issued by national/state charter banks or savings and loan associations, collateralized according to State Code	Yes: 0.0%
Commercial Paper	25% sector limit, 2% per issuer, maximum maturity 270 days, rated A-1 S&P or P-1 Moody's, issued by a domestic corporation w/ at least \$500 million of assets and A- (S&P) or A3 (Moody;s) long term debt	Yes: 0.0%
LAIF	No sector limit, issuer limit is \$40 million	Yes: \$18.6 (Million)
Corporate Medium Term Notes	30% sectors limit, 2% issuer limit (includes CP in aggregate), maximum maturity 5 years, rated at least A by S&P or A2 by Moody's	Yes: 7.8%
Money Market Mutual Funds	Sector limit 20%, issuer limit 10%, Aaa (S&P) and AAA (Moody's)*	Yes: 2.0%
Collateralized Bank Deposits	No sector limit, collateralized according to State Code	Yes: 0.0%

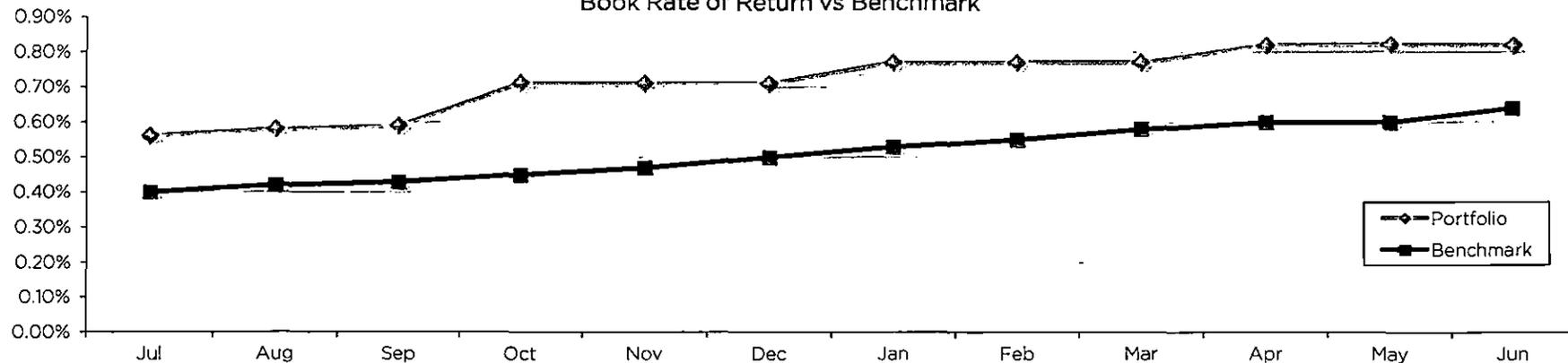
\*MMF are not included in the Investment Policy, but are allowed pursuant to State Code with the provisions listed above  
Securities' market values are derived from the Entity's custodian.

Fiscal Year-to-Date Earnings



Fiscal YTD (\$000s)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2013	\$11.3	\$23.2	\$33.4	\$54.7	\$63.9	\$72.7	\$88.2	\$98.6	\$109.8	\$125.3	\$135.8	\$145.8
FY 2014	\$10.1	\$24.6	\$34.1	\$51.3	\$61.1	\$70.7	\$87.2	\$96.6	\$107.6	\$123.5	\$133.8	\$144.8
FY 2015	\$12.2	\$25.2	\$38.6	\$60.4	\$73.8	\$87.6	\$109.0	\$122.3	\$136.9	\$159.5	\$174.8	\$190.5
FY 2016	\$16.9	\$34.0	\$49.5	\$78.2	\$93.6	\$109.5	\$136.7	\$154.3	\$173.9	\$205.9	\$225.9	\$245.5

Book Rate of Return vs Benchmark



Fiscal YTD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Book Rate of Rtn	0.56%	0.58%	0.59%	0.71%	0.71%	0.71%	0.77%	0.77%	0.77%	0.82%	0.82%	0.82%
Custom Benchmark*	0.40%	0.42%	0.43%	0.45%	0.47%	0.50%	0.53%	0.55%	0.58%	0.60%	0.60%	0.64%
Variance	0.16%	0.16%	0.16%	0.26%	0.24%	0.21%	0.24%	0.22%	0.19%	0.22%	0.22%	0.18%

\*Benchmark: 60% LAIF's Monthly Distribution Rate and 24 Month Moving Average of 40% of the 1-3 Year Agency Index

**Lynwood - Portfolio Management**  
**Portfolio Management**  
**Portfolio Summary**  
**June 30, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Funds	591,708.04	591,708.04	591,708.04	2.04	1	1	0.288	0.290
LAIF	18,598,109.09	18,598,109.09	18,598,109.09	64.08	1	1	0.559	0.587
Corporate Notes	2,250,000.00	2,271,800.00	2,251,898.10	7.78	981	594	1.472	1.492
Federal Agency	1,000,000.00	1,011,280.00	999,557.40	3.44	1,431	492	1.302	1.320
Treasury Coupon Securities	1,000,000.00	1,011,115.00	994,077.17	3.42	1,601	745	1.390	1.409
Federal Agency Callable	500,000.00	500,400.00	500,000.00	1.72	1,095	1,092	1.085	1.100
CD-FDIC	5,097,000.00	5,141,121.53	5,095,693.12	17.55	1,123	542	1.301	1.319
<b>Investments</b>	<b>29,036,818.03</b>	<b>29,125,334.56</b>	<b>29,031,043.91</b>	<b>100.00%</b>	<b>397</b>	<b>203</b>	<b>0.818</b>	<b>0.829</b>

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	19,633.41	245,484.85	245,484.85
Average Daily Balance	29,023,972.96	29,844,554.18	
Effective Rate of Return	0.82%	0.82%	

  
 FTN Financial Main Street Advisors, Rick Phillips

7-19-16

Reporting period 06/01/2016-06/30/2016  
 Data Updated: SET\_PMM: 07/18/2016 15:03  
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Portfolio LYNW  
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 PM (PRF\_PMI) 7.3.0  
 Report Ver. 7.3.5

**Lynwood - Maturity Report  
Inventory by Maturity Report  
June 30, 2016**

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM		Days to Maturity
												360	365	
9001	10000	LYNL	PA2	LAIF	07/01/2015	18,598,109.09	0.567		18,598,109.09	1	18,598,109.09	0.559	0.567	1
9000	10011	LYN	PA1	Goldman Sach Govt MMF	07/01/2015	591,708.94	0.290		591,708.94	1	591,708.94	0.286	0.290	1
59013JBB4	10077	LYN	MC2	Merick Bank	08/29/2014	248,000.00	0.850	08/29/2016	248,000.00	731	248,000.00	0.840	0.851	59
29976DNQ9	10050	LYN	MC2	Everbank	09/19/2012	245,000.00	0.900	09/14/2016	245,000.00	1,456	245,000.00	0.888	0.901	75
700654AU0	10079	LYN	MC2	Park National Bank	09/22/2014	247,986.37	0.900	09/19/2016	248,000.00	728	248,000.00	0.914	0.927	80
3137EADS5	10061	LYN	FAC	FHLMC	08/29/2013	499,838.40	0.875	10/14/2016	500,000.00	1,142	500,000.00	0.976	0.990	105
140420RA0	10084	LYN	MC2	Capital One Bank	11/26/2014	248,000.00	1.050	11/28/2016	248,000.00	733	248,000.00	1.037	1.051	150
05580ABC7	10087	LYN	MC2	BMW Bank	01/23/2015	250,000.00	0.900	01/23/2017	250,000.00	731	250,000.00	0.889	0.901	206
24422ERN1	10086	LYN	MTN	John Deere	12/29/2014	250,329.47	1.400	03/15/2017	250,000.00	807	250,000.00	1.193	1.210	257
17284CBW3	10059	LYN	MC2	Cit Bank	04/17/2013	150,000.00	0.900	04/17/2017	150,000.00	1,461	150,000.00	0.888	0.901	290
02006LFB4	10071	LYN	MC2	Ally Bank	06/11/2014	248,000.00	1.100	06/12/2017	248,000.00	1,097	248,000.00	1.085	1.100	346
06740KGZ4	10072	LYN	MC2	Barclays Bank	07/03/2014	244,878.58	1.150	07/03/2017	245,000.00	1,096	245,000.00	1.184	1.200	367
856284Y73	10073	LYN	MC2	State Bank of India	08/01/2014	244,869.20	1.200	07/31/2017	245,000.00	1,095	245,000.00	1.234	1.252	395
14912L6D8	10074	LYN	MTN	Caterpillar	08/20/2014	249,952.81	1.250	08/18/2017	250,000.00	1,094	250,000.00	1.250	1.267	413
795450PA7	10044	LYN	MC2	Sallie Mae Bank	08/22/2012	245,000.00	1.700	08/22/2017	245,000.00	1,826	245,000.00	1.678	1.701	417
94974BGB0	10078	LYN	MTN	Wells Fargo & Company	09/09/2014	249,912.94	1.400	09/09/2017	250,000.00	1,095	250,000.00	1.411	1.430	434
90331HMH3	10080	LYN	MTN	US Bank	09/12/2014	250,014.94	1.375	09/11/2017	250,000.00	1,095	250,000.00	1.351	1.370	437
05573J5W0	10100	LYN	MC2	BMO Harris Bank NA	10/21/2015	248,000.00	1.100	10/23/2017	248,000.00	733	248,000.00	1.085	1.100	479
98970T5Y8	10101	LYN	MC2	Zions First Natl Bank	11/03/2015	247,687.89	1.100	11/01/2017	248,000.00	729	248,000.00	1.181	1.197	488
91282BUA6	10066	LYN	TRC	U.S. Treasury	01/30/2014	496,574.01	0.625	11/30/2017	500,000.00	1,400	500,000.00	1.106	1.121	517
89233P7E0	10103	LYN	MTN	Toyota Motor Credit Corp.	12/23/2015	249,804.46	1.375	01/10/2018	250,000.00	749	250,000.00	1.408	1.427	558
9497483K1	10107	LYN	MC2	Wells Fargo Bank	02/12/2016	248,000.00	1.150	02/12/2018	248,000.00	731	248,000.00	1.136	1.152	591
20451PNK8	10097	LYN	MC2	Compass Bank	08/31/2015	248,000.00	1.500	03/01/2018	248,000.00	913	248,000.00	1.479	1.500	608
38148JQB0	10088	LYN	MC2	Goldman Sachs Bank	04/08/2015	248,000.00	1.200	04/09/2018	248,000.00	1,097	248,000.00	1.191	1.207	647
20033AJL1	10083	LYN	MC2	Comenity Capital Bank	11/28/2014	247,797.65	1.700	05/25/2018	248,000.00	1,274	248,000.00	1.720	1.744	693
717081DG5	10095	LYN	MTN	Pfizer Inc	07/21/2015	250,047.20	1.500	06/15/2018	250,000.00	1,060	250,000.00	1.469	1.490	714
166764AE0	10105	LYN	MTN	Chevron	01/11/2016	249,555.89	1.718	06/24/2018	250,000.00	895	250,000.00	1.785	1.810	723
02587DZM3	10090	LYN	MC2	American Express Centurion	07/01/2015	248,000.00	1.650	07/02/2018	248,000.00	1,097	248,000.00	1.627	1.650	731
2546714Q0	10075	LYN	MC2	Discover Bank	08/21/2014	244,747.38	1.750	08/20/2018	245,000.00	1,460	245,000.00	1.777	1.802	780
14042RAQ4	10098	LYN	MC2	Capital One NA	10/08/2015	247,726.05	1.650	10/09/2018	248,000.00	1,097	248,000.00	1.677	1.700	830
02665WAC5	10109	LYN	MTN	Honda	03/10/2016	252,177.40	2.125	10/10/2018	250,000.00	944	250,000.00	1.708	1.732	831
3135G0YT4	10067	LYN	FAC	FNMA	03/12/2014	499,719.00	1.625	11/27/2018	500,000.00	1,721	500,000.00	1.627	1.649	879
912828C24	10068	LYN	TRC	U.S. Treasury	03/24/2014	497,503.16	1.500	02/28/2019	500,000.00	1,802	500,000.00	1.673	1.696	972
30231GAP7	10110	LYN	MTN	Exxon	03/10/2016	250,103.08	1.708	03/01/2019	250,000.00	1,086	250,000.00	1.669	1.692	973
3136G3TB1	10114	LYN	MC1	FNMA	06/28/2016	500,000.00	1.100	06/28/2019	500,000.00	1,095	500,000.00	1.085	1.100	1,092
02587CCR9	10082	LYN	MC2	American Express Bk FSB	11/13/2014	248,000.00	2.150	11/13/2019	248,000.00	1,826	248,000.00	2.122	2.151	1,230

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Lynwood - Maturity Report  
Inventory by Maturity Report

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM		Days to Maturity
												360	365	
87195HNN6	10115	LYN	MC2	Synchrony Bank	06/29/2016	248,000.00	1.550	06/29/2021	248,000.00	1,826	248,000.00	1.530	1.551	1,824
<b>Subtotal and Average</b>						<b>29,031,043.91</b>			<b>29,036,818.03</b>		<b>29,036,818.03</b>	<b>0.818</b>	<b>0.829</b>	<b>203</b>
<b>Net Maturities and Average</b>						<b>29,031,043.91</b>			<b>29,036,818.03</b>		<b>29,036,818.03</b>	<b>0.818</b>	<b>0.829</b>	<b>203</b>

**Lynwood - Credit Rating  
Credit Rating Report  
June 30, 2016  
Sorted by Moody's - Investment Number**

Investment #	Issuer	Security #	Purchase Principal	Book Value	Market Value	Moody's Rating	S&P Rating	Purchase Date	Maturity Date	Days To Maturity	Stated Rate	YTM	% of Total
10011	GSGF	9000	591,708.94	591,708.94	591,708.94	Aaa	AAA	07/01/2015		1	0.290	0.290	2.04
10061	FHLMC	3137EADS5	498,235.00	499,838.40	500,635.00	Aaa	AA+	08/29/2013	10/14/2016	105	0.875	0.990	1.72
10066	USTR	912828UA6	490,722.66	496,574.01	500,410.00	Aaa	AA+	01/30/2014	11/30/2017	517	0.625	1.121	1.71
10067	FNMA	3135G0YT4	499,450.00	499,719.00	510,645.00	Aaa	AA+	03/12/2014	11/27/2018	879	1.625	1.649	1.72
10068	USTR	912828C24	495,371.09	497,503.16	510,705.00	Aaa	AA+	03/24/2014	02/28/2019	972	1.500	1.696	1.71
10110	XOM	30231GAP7	250,115.00	250,103.08	254,062.50	Aaa	AA+	03/10/2016	03/01/2019	973	1.708	1.692	0.86
10114	FNMA	3136G3TB1	500,000.00	500,000.00	500,400.00	Aaa	AA+	06/28/2016	06/28/2019	1,092	1.100	1.100	1.72
<b>SubTotal for Aaa</b>			<b>3,325,602.69</b>	<b>3,335,446.59</b>	<b>3,368,566.44</b>					<b>606</b>	<b>1.036</b>	<b>1.159</b>	<b>11.48</b>
10105	CVX	166764AE0	249,450.00	249,555.89	252,920.00	Aa2	AA-	01/11/2016	06/24/2018	723	1.718	1.810	0.86
<b>SubTotal for Aa2</b>			<b>249,450.00</b>	<b>249,555.89</b>	<b>252,920.00</b>					<b>723</b>	<b>1.718</b>	<b>1.810</b>	<b>0.86</b>
10103	TOY	89233P7E0	249,737.50	249,804.46	251,752.50	Aa3	AA-	12/23/2015	01/10/2018	558	1.375	1.427	0.86
<b>SubTotal for Aa3</b>			<b>249,737.50</b>	<b>249,804.46</b>	<b>251,752.50</b>					<b>558</b>	<b>1.375</b>	<b>1.427</b>	<b>0.86</b>
10080	USB	90331HMH3	250,037.50	250,014.94	251,257.50	A1	AA-	09/12/2014	09/11/2017	437	1.375	1.370	0.86
10095	PFE	717081DG5	250,070.00	250,047.20	252,495.00	A1	AA	07/21/2015	06/15/2018	714	1.500	1.490	0.86
10109	HNDA	02665WAC5	252,472.50	252,177.40	256,682.50	A1	A+	03/10/2016	10/10/2018	831	2.125	1.732	0.87
<b>SubTotal for A1</b>			<b>752,580.00</b>	<b>752,239.54</b>	<b>760,435.00</b>					<b>661</b>	<b>1.668</b>	<b>1.531</b>	<b>2.59</b>
10074	CAT	14912L6D8	249,875.00	249,952.81	250,705.00	A2	A	08/20/2014	08/18/2017	413	1.250	1.267	0.86
10078	WFC	94974BGB0	249,780.00	249,912.94	250,770.00	A2	A	09/09/2014	09/08/2017	434	1.400	1.430	0.86
10086	DE	24422ERN1	251,032.50	250,329.47	250,955.00	A2	A	12/29/2014	03/15/2017	257	1.400	1.210	0.86
<b>SubTotal for A2</b>			<b>750,687.50</b>	<b>750,195.22</b>	<b>752,430.00</b>					<b>368</b>	<b>1.350</b>	<b>1.302</b>	<b>2.58</b>
10000	LAIF	9001	18,598,109.09	18,598,109.09	18,598,109.09	None	None	07/01/2015		1	0.567	0.567	64.06
10044	SLMA	795450PA7	245,000.00	245,000.00	246,505.82	None	None	08/22/2012	08/22/2017	417	1.700	1.701	0.84
10050	FIRALL	29976DNQ9	245,000.00	245,000.00	245,182.42	None	None	09/19/2012	09/14/2016	75	0.900	0.901	0.84
10059	CITBAK	17284CBW3	150,000.00	150,000.00	149,829.89	None	None	04/17/2013	04/17/2017	290	0.900	0.901	0.52
10071	ALLY	02006LFB4	248,000.00	248,000.00	247,880.45	None	None	06/11/2014	06/12/2017	346	1.100	1.100	0.85
10072	BACR	06740KKGZ4	244,637.40	244,878.58	244,862.95	None	None	07/03/2014	07/03/2017	367	1.150	1.200	0.84
10073	SBIIN	856284Y73	244,637.40	244,869.20	245,191.59	None	None	08/01/2014	07/31/2017	395	1.200	1.252	0.84
10075	DISC	2546714Q0	244,527.15	244,747.38	250,262.35	None	None	08/21/2014	08/20/2018	780	1.750	1.802	0.84
10077	MERICK	59013JBB4	248,000.00	248,000.00	248,125.98	None	None	08/29/2014	08/29/2016	59	0.850	0.851	0.85
10079	PRK	700654AU0	247,876.00	247,986.37	248,197.53	None	None	09/22/2014	09/19/2016	80	0.900	0.927	0.85
10082	AXPFSB	02587CCR9	248,000.00	248,000.00	258,918.18	None	None	11/13/2014	11/13/2019	1,230	2.150	2.151	0.85
10083	ADS	20033AJL1	247,628.00	247,797.65	252,173.82	None	None	11/28/2014	05/25/2018	693	1.700	1.744	0.85

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Portfolio LYNW  
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**Lynwood - Credit Rating  
Credit Rating Report  
Sorted by Moody's - Investment Number**

Investment #	Issuer	Security #	Purchase Principal	Book Value	Market Value	Moody's Rating	S&P Rating	Purchase Date	Maturity Date	Days To Maturity	Stated Rate	YTM	% of Total
10084	COF	140420RA0	248,000.00	248,000.00	248,333.33	None	None	11/26/2014	11/28/2016	150	1.050	1.051	0.85
10087	BMW	05580ABC7	250,000.00	250,000.00	250,013.79	None	None	01/23/2015	01/23/2017	206	0.900	0.901	0.86
10088	GOLD	38148JCB0	248,000.00	248,000.00	249,503.73	None	None	04/08/2015	04/09/2018	647	1.200	1.207	0.85
10090	AXP	02587DZM3	248,000.00	248,000.00	252,526.79	None	None	07/01/2015	07/02/2018	731	1.650	1.650	0.85
10097	BCOMPS	20451PNK8	248,000.00	248,000.00	250,503.36	None	None	08/31/2015	03/01/2018	608	1.500	1.500	0.85
10098	CAP1NA	14042RAQ4	247,637.92	247,726.05	253,033.97	None	None	10/08/2015	10/09/2018	830	1.650	1.700	0.85
10100	BMO	05573J5W0	248,000.00	248,000.00	248,031.04	None	None	10/21/2015	10/23/2017	479	1.100	1.100	0.85
10101	ZIONSB	98970T5Y8	247,533.76	247,687.89	248,162.20	None	None	11/03/2015	11/01/2017	488	1.100	1.197	0.85
10107	WFB	9497483K1	248,000.00	248,000.00	248,867.13	None	None	02/12/2016	02/12/2018	591	1.150	1.152	0.85
10115	SYF	87195HNN6	248,000.00	248,000.00	255,015.21	None	None	06/29/2016	06/29/2021	1,824	1.550	1.551	0.85
<b>SubTotal for No Specified Rating</b>			<b>23,692,586.72</b>	<b>23,693,802.21</b>	<b>23,739,230.62</b>					<b>117</b>	<b>0.725</b>	<b>0.729</b>	<b>81.54</b>

**Lynwood - Interest Reports**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**June 1, 2016 - June 30, 2016**  
**Yield on Beginning Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Lynwood</b>												
3136G3TB1	10114	LYN	MC1	500,000.00	0.00	500,000.00	06/28/2019	1.100	1.115	45.83	0.00	45.83
3135G0YT4	10067	LYN	FAC	500,000.00	499,709.26	499,719.00	11/27/2018	1.625	1.672	677.08	9.74	686.82
3135G0WA7	10058	LYN	MC1	0.00	499,945.25	0.00	03/28/2018	1.125	1.147	421.87	2.25	424.12
3137EADS5	10061	LYN	FAC	500,000.00	499,791.34	499,838.40	10/14/2016	0.875	1.002	364.58	47.06	411.64
3134G6YC1	10089	LYN	FAC	0.00	500,131.11	0.00	05/30/2017	0.670	0.652	241.94	-9.50	232.44
795450PA7	10044	LYN	MC2	245,000.00	245,000.00	245,000.00	08/22/2017	1.700	1.700	342.33	0.00	342.33
912828UA6	10066	LYN	TRC	500,000.00	496,375.21	496,574.01	11/30/2017	0.625	1.115	256.15	198.80	454.95
912828C24	10068	LYN	TRC	500,000.00	497,426.10	497,503.16	02/28/2019	1.500	1.684	611.41	77.06	688.47
9000	10011	LYN	PA1	591,708.94	79,808.57	591,708.94		0.290	0.548	35.96	0.00	35.96
38148JQB0	10086	LYN	MC2	248,000.00	248,000.00	248,000.00	04/09/2018	1.200	1.197	243.94	0.00	243.94
2546714Q0	10075	LYN	MC2	245,000.00	244,737.67	244,747.38	08/20/2018	1.750	1.800	352.40	9.71	362.11
36160XG27	10037	LYN	MC2	0.00	250,000.00	0.00	06/29/2016	1.350	1.350	258.91	0.00	258.91
02006LFB4	10071	LYN	MC2	248,000.00	248,000.00	248,000.00	06/12/2017	1.100	1.100	224.22	0.00	224.22
29976DNQ9	10050	LYN	MC2	245,000.00	245,000.00	245,000.00	09/14/2016	0.900	0.900	181.23	0.00	181.23
05580ABC7	10087	LYN	MC2	250,000.00	250,000.00	250,000.00	01/23/2017	0.900	0.900	184.93	0.00	184.93
02587DZM3	10090	LYN	MC2	248,000.00	248,000.00	248,000.00	07/02/2018	1.650	1.655	337.25	0.00	337.25
17284CBW3	10059	LYN	MC2	150,000.00	150,000.00	150,000.00	04/17/2017	0.900	0.900	110.96	0.00	110.96
06740KGZ4	10072	LYN	MC2	245,000.00	244,868.66	244,878.58	07/03/2017	1.150	1.200	231.58	9.92	241.50
858284Y73	10073	LYN	MC2	245,000.00	244,859.26	244,869.20	07/31/2017	1.200	1.250	241.64	9.94	251.58
14912L6D8	10074	LYN	MTN	250,000.00	249,949.33	249,952.81	08/18/2017	1.250	1.285	260.41	3.48	263.89
59013JBB4	10077	LYN	MC2	248,000.00	248,000.00	248,000.00	08/29/2016	0.850	0.850	173.26	0.00	173.26
700654AU0	10079	LYN	MC2	248,000.00	247,981.26	247,986.37	09/19/2016	0.900	0.925	183.45	5.11	188.56
90331HMH3	10080	LYN	MTN	250,000.00	250,015.99	250,014.94	09/11/2017	1.375	1.389	286.46	-1.05	285.41
02587CCR9	10082	LYN	MC2	248,000.00	248,000.00	248,000.00	11/13/2019	2.150	2.150	438.25	0.00	438.25
20033AJL1	10083	LYN	MC2	248,000.00	247,788.89	247,797.65	05/25/2018	1.700	1.744	346.52	8.76	355.28
140420RA0	10084	LYN	MC2	248,000.00	248,000.00	248,000.00	11/28/2016	1.050	1.050	214.03	0.00	214.03
24422ERN1	10086	LYN	MTN	250,000.00	250,368.38	250,329.47	03/15/2017	1.400	1.228	291.67	-38.91	252.76
89233P7E0	10103	LYN	MTN	250,000.00	249,793.78	249,804.48	01/10/2018	1.375	1.447	286.46	10.68	297.14
717081DG5	10095	LYN	MTN	250,000.00	250,049.21	250,047.20	06/15/2018	1.500	1.511	312.50	-2.01	310.49
20451PNK8	10097	LYN	MC2	248,000.00	248,000.00	248,000.00	03/01/2018	1.500	1.488	303.26	0.00	303.26

Data Updated: SET\_INT: 07/18/2016 15:14  
Run Date: 07/18/2016 - 15:14

Portfolio LYNW  
AP  
IE (PRF JE) 7.2.0  
Report Ver. 7.3.5

Lynwood - Interest Reports  
Interest Earnings  
June 1, 2016 - June 30, 2016

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Lynwood</b>												
14042RAQ4	10098	LYN	MC2	248,000.00	247,716.15	247,726.05	10/09/2018	1.650	1.696	335.41	9.90	345.31
05573J5W0	10100	LYN	MC2	248,000.00	248,000.00	248,000.00	10/23/2017	1.100	1.097	223.60	0.00	223.60
98970T5Y8	10101	LYN	MC2	248,000.00	247,668.71	247,687.89	11/01/2017	1.100	1.196	224.22	19.18	243.40
94974BGB0	10078	LYN	MTN	250,000.00	249,906.82	249,912.94	09/08/2017	1.400	1.450	291.67	6.12	297.79
166764AE0	10105	LYN	MTN	250,000.00	249,537.20	249,555.89	06/24/2018	1.718	1.836	357.91	18.69	376.60
9497483K1	10107	LYN	MC2	248,000.00	248,000.00	248,000.00	02/12/2018	1.150	1.150	234.41	0.00	234.41
02665WAC5	10109	LYN	MTN	250,000.00	252,257.15	252,177.40	10/10/2018	2.125	1.751	442.71	-79.75	362.96
30231GAP7	10110	LYN	MTN	250,000.00	250,106.30	250,103.08	03/01/2019	1.708	1.715	355.83	-3.22	352.61
87195HNN6	10115	LYN	MC2	248,000.00	0.00	248,000.00	06/29/2021	1.550	1.550	21.06	0.00	21.06
<b>Subtotal</b>				<b>10,438,708.94</b>	<b>10,422,791.60</b>	<b>10,432,934.82</b>			<b>1.323</b>	<b>10,947.30</b>	<b>311.96</b>	<b>11,259.26</b>
<b>Fund: Lynwood LAIF</b>												
9001	10000	LYNL	PA2	18,598,109.09	18,598,109.09	18,598,109.09		0.567	0.541	8,268.26	0.00	8,268.26
<b>Subtotal</b>				<b>18,598,109.09</b>	<b>18,598,109.09</b>	<b>18,598,109.09</b>			<b>0.541</b>	<b>8,268.26</b>	<b>0.00</b>	<b>8,268.26</b>
<b>Total</b>				<b>29,036,818.03</b>	<b>29,020,900.69</b>	<b>29,031,043.91</b>			<b>0.821</b>	<b>19,215.56</b>	<b>311.96</b>	<b>19,527.52</b>

**Lynwood - Interest Reports**  
**Accrued Interest**  
**Sorted by Fund - Fund**  
**June 1, 2016 - June 30, 2016**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Lynwood</b>										
9000	10011	PA1	591,708.94		0.290	16.61	0.00	35.96	16.61	35.96
14912L6D8	10074	MTN	250,000.00	08/18/2017	1.250	894.10	0.00	260.41	0.00	1,154.51
166764AE0	10105	MTN	250,000.00	06/24/2018	1.718	1,670.28	0.00	357.91	1,944.68	83.51
24422ERN1	10086	MTN	250,000.00	03/15/2017	1.400	738.89	0.00	291.67	0.00	1,030.56
02665WAC5	10109	MTN	250,000.00	10/10/2018	2.125	752.60	0.00	442.71	0.00	1,195.31
717081DG5	10095	MTN	250,000.00	06/15/2018	1.500	1,729.17	0.00	312.50	1,875.00	166.67
89233P7E0	10103	MTN	250,000.00	01/10/2018	1.375	1,346.35	0.00	286.46	0.00	1,632.81
90331HMH3	10080	MTN	250,000.00	09/11/2017	1.375	763.89	0.00	286.46	0.00	1,050.35
94974BGB0	10078	MTN	250,000.00	09/08/2017	1.400	806.94	0.00	291.67	0.00	1,098.61
30231GAP7	10110	MTN	250,000.00	03/01/2019	1.708	960.75	0.00	355.83	0.00	1,316.58
3137EADS5	10061	FAC	500,000.00	10/14/2016	0.875	571.18	0.00	364.58	0.00	935.76
3134G6YC1	10089	FAC	0.00	05/30/2017	0.670	9.30	0.00	241.94	0.00	251.24
3135G0YT4	10067	FAC	500,000.00	11/27/2018	1.625	90.28	0.00	677.08	0.00	767.36
912828UA6	10066	TRC	500,000.00	11/30/2017	0.625	8.54	0.00	256.15	0.00	264.69
912828C24	10068	TRC	500,000.00	02/28/2019	1.500	1,895.38	0.00	611.41	0.00	2,506.79
3135G0WA7	10058	MC1	0.00	03/28/2018	1.125	984.38	0.00	421.87	1,406.25	0.00
3136G3TB1	10114	MC1	500,000.00	06/28/2019	1.100	0.00	0.00	45.83	0.00	45.83
20033AJL1	10083	MC2	248,000.00	05/25/2018	1.700	69.32	0.00	346.52	358.07	57.77
02006LFB4	10071	MC2	248,000.00	06/12/2017	1.100	1,292.99	0.00	224.22	1,367.74	149.47
02587DZM3	10090	MC2	248,000.00	07/02/2018	1.650	1,691.93	0.00	337.25	0.00	2,029.18
02587CCR9	10082	MC2	248,000.00	11/13/2019	2.150	277.55	0.00	438.25	0.00	715.80
06740KGZ4	10072	MC2	245,000.00	07/03/2017	1.150	1,165.59	0.00	231.58	0.00	1,397.17
20451PNK8	10097	MC2	248,000.00	03/01/2018	1.500	935.01	0.00	303.26	0.00	1,238.27
05573J5W0	10100	MC2	248,000.00	10/23/2017	1.100	301.86	0.00	223.60	0.00	525.46
05580ABC7	10087	MC2	250,000.00	01/23/2017	0.900	801.37	0.00	184.93	0.00	985.30
14042RAQ4	10098	MC2	248,000.00	10/09/2018	1.650	609.31	0.00	335.41	0.00	944.72
17284CBW3	10059	MC2	150,000.00	04/17/2017	0.900	166.44	0.00	110.96	0.00	277.40
140420RA0	10084	MC2	248,000.00	11/28/2016	1.050	42.81	0.00	214.03	0.00	256.84
2546714Q0	10075	MC2	245,000.00	08/20/2018	1.750	1,198.15	0.00	352.40	0.00	1,550.55
29976DNQ9	10050	MC2	245,000.00	09/14/2016	0.900	477.25	0.00	181.23	0.00	658.48
36160XG27	10037	MC2	0.00	06/29/2016	1.350	1,433.22	0.00	258.91	1,692.12	0.01
38148JQB0	10088	MC2	248,000.00	04/09/2018	1.200	430.92	0.00	243.94	0.00	674.86
59013JBB4	10077	MC2	248,000.00	08/29/2016	0.850	17.29	0.00	173.26	179.04	11.51
700654AU0	10079	MC2	248,000.00	09/19/2016	0.900	79.48	0.00	183.45	189.57	73.36
856284Y73	10073	MC2	245,000.00	07/31/2017	1.200	998.80	0.00	241.64	0.00	1,240.44

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

Data Updated: SET\_INT: 07/18/2016 15:14  
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Portfolio LYNW  
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AI (PRF\_AI) 7.2.8  
Report Ver. 7.3.5

**Lynwood - Interest Reports**  
**Accrued Interest**  
**Sorted by Fund - Fund**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Lynwood</b>										
795450PA7	10044	MC2	245,000.00	08/22/2017	1.700	1,141.09	0.00	342.33	0.00	1,483.42
87195HNN6	10115	MC2	248,000.00	06/29/2021	1.550	0.00	0.00	21.06	0.00	21.06
9497483K1	10107	MC2	248,000.00	02/12/2018	1.150	156.28	0.00	234.41	242.22	148.47
98970T5Y8	10101	MC2	248,000.00	11/01/2017	1.100	231.69	0.00	224.22	0.00	455.91
		<b>Subtotal</b>	<b>10,438,708.94</b>			<b>26,756.99</b>	<b>0.00</b>	<b>10,947.30</b>	<b>9,271.30</b>	<b>28,432.99</b>
<b>Lynwood LAIF</b>										
9001	10000	PA2	18,598,109.09		0.567	51,325.30	0.00	8,268.26	0.00	59,593.56
		<b>Subtotal</b>	<b>18,598,109.09</b>			<b>51,325.30</b>	<b>0.00</b>	<b>8,268.26</b>	<b>0.00</b>	<b>59,593.56</b>
		<b>Total</b>	<b>29,036,818.03</b>			<b>78,082.29</b>	<b>0.00</b>	<b>19,215.56</b>	<b>9,271.30</b>	<b>88,026.55</b>

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**City of Lynwood**  
**Cash Reconciliation Report**  
**For the Period June 1, 2016 - June 30, 2016**

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
06/13/2016	10071	LYN	Interest	02006LFB4	248,000.00	ALLY 0.2M 1.10% Mat. 06/12/2017	06/12/2017	0.00	1,367.74	0.00	1,367.74
06/13/2016	10107	LYN	Interest	9497483K1	248,000.00	WFB 0.2M 1.15% Mat. 02/12/2018	02/12/2018	0.00	242.22	0.00	242.22
06/15/2016	10095	LYN	Interest	717081DG5	250,000.00	PFE 0.3M 1.50% Mat. 06/15/2018	06/15/2018	0.00	1,875.00	0.00	1,875.00
06/20/2016	10079	LYN	Interest	700654AU0	248,000.00	PRK 0.2M 0.90% Mat. 09/19/2016	09/19/2016	0.00	189.57	0.00	189.57
06/24/2016	10105	LYN	Interest	166764AE0	250,000.00	CVX 0.3M 1.72% Mat. 06/24/2018	06/24/2018	0.00	2,147.50	0.00	2,147.50
06/27/2016	10083	LYN	Interest	20033AJL1	248,000.00	ADS 0.2M 1.70% Mat. 05/25/2018	05/25/2018	0.00	358.07	0.00	358.07
06/27/2016	10089	LYN	Sale	3134G6YC1	500,000.00	0.0M 0.67%	05/30/2017	0.00	0.00	500,175.00	500,175.00
06/28/2016	10058	LYN	Interest	3135G0WA7	500,000.00	FNMA 0.5M 1.13% Mat. 03/28/2018	03/28/2018	0.00	1,406.25	0.00	1,406.25
06/28/2016	10114	LYN	Purchase	3136G3TB1	500,000.00	FNMA 0.5M 1.10% Mat. 06/28/2019	06/28/2019	-500,000.00	0.00	0.00	-500,000.00
06/28/2016	10058	LYN	Call	3135G0WA7	500,000.00	0.0M 1.13%	03/28/2018	0.00	0.00	500,000.00	500,000.00
06/29/2016	10037	LYN	Interest	36160XG27	250,000.00	GECAP 0.3M 1.35% Mat. 06/29/2016	06/29/2016	0.00	1,692.12	0.00	1,692.12
06/29/2016	10077	LYN	Interest	59013JBB4	248,000.00	MERICK 0.2M 0.85% Mat.	08/29/2016	0.00	179.04	0.00	179.04
06/29/2016	10037	LYN	Maturity	36160XG27	250,000.00	GECAP 0.3M 1.35% Mat. 06/29/2016	06/29/2016	0.00	0.00	250,000.00	250,000.00
06/29/2016	10115	LYN	Purchase	87195HNN6	248,000.00	SYF 0.2M 1.55% Mat. 06/29/2021	06/29/2021	-248,000.00	0.00	0.00	-248,000.00
<b>Subtotal</b>								<b>-748,000.00</b>	<b>9,457.51</b>	<b>1,250,175.00</b>	<b>511,632.51</b>
<b>Total</b>								<b>-748,000.00</b>	<b>9,457.51</b>	<b>1,250,175.00</b>	<b>511,632.51</b>

Item	6/30/2016	3/31/2016	Change
U.S. Payrolls Monthly Change	287,000	186,000	101,000
Unemployment Rate	4.9%	5.0%	-0.1%
Labor Force Participation	62.7%	63.0%	-0.3%
Effective Fed Funds Rate	0.30%	0.25%	0.05%
Next Fed Funds Hike**	Nov 2018	Jun 2017	+17 Months
3 Month T-Bill	0.261%	0.201%	0.060%
2 Year T-Note	0.584%	0.723%	-0.139%
3 Year T-Note	0.694%	0.854%	-0.160%
5 Year T-Note	1.000%	1.206%	-0.206%
10 Year T-Note	1.471%	1.770%	-0.299%
U.S. Fed Debt Avg Yield*	1.990%	2.034%	-0.044%
30 Year Mortgage Rate	3.53%	3.650%	-0.12%
1-5 Yr Agency Spread	0.14%	0.10%	0.04%
1-5 Yr Corporate Spread	0.84%	0.870%	-0.03%
Dow Jones	17,930	17,685	1.4%
S&P 500	2,099	2,060	1.9%
Consumer Price Index YOY*	1.1%	0.9%	0.2%
U.S. Avg Regular Unleaded	\$2.28	\$2.06	\$0.22
Retail Sales YOY*	2.4%	1.7%	0.7%
Case-Shiller Home Prices YOY*	5.4%	5.5%	0.0%
Gold (per ounce)	\$1,321.90	\$1,232.75	\$89.15
Dollar Index	96.14	94.59	1.56
Consumer Confidence	98.00	92.40	5.60

\*Estimates for the current quarter/month, some data are lagged

Sources: FTN Main Street and Bloomberg

\*\*Next Projected Fed Funds Hike is first month Fed Funds Futures are .625% or higher



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *[Signature]*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management  
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Allstate Insurance a/s/o Douglas Lima

**Recommendation:**

Staff recommends that the City Council pay the claim of Allstate Insurance a/s/o Douglas Lima v. City of Lynwood in the amount of \$15,266.90.

## **Background:**

On February 22, 2016, Allstate Insurance filed a claim on behalf of their insured for damages alleging property damage due to a tree branch that fell onto the insured vehicle (2013 Toyota Scion TC) on February 1, 2016. The location of the loss is 10760 San Miguel Avenue in Lynwood.

## **Discussion & Analysis:**

Liability will adhere to the City in this matter. The City's tree trimmer (Trimmingland) last trimmed the subject tree on March 2, 2010. Most if not all trees should be trimmed every four years. The City cannot find any request for the trimming of the tree or complaints in its system. The claimant provided a total loss settlement demand in the amount of \$15,266.90.

## **Fiscal Impact:**

The Self Insurance Fund in the FY 17 Adopted Budget will cover this cost. The action recommended in this report will have a fiscal impact of \$15,266.90.

Coordinated With:

Public Works Department  
City Attorney



(Rev. 10/11)

LIABILITY

City Claim Reporting Form  
For all Persons or Property

DATE FILED  
CLAIM NO.  
DEPT.

2/22/16  
200B/117  
PW

SUBMIT TO:  
CITY OF LYNWOOD  
11330 BULLIS ROAD  
LYNWOOD, CA 90262

RECEIVED  
CITY OF LYNWOOD

FEB 22 2016

HUMAN RESOURCES &  
RISK MANAGEMENT

1. CLAIMS FOR DEATH, INJURY TO PERSONS OR REAL PROPERTY, MUST BE FILED NO LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE OCCURANCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: Douglas Martin Lima

Date of Birth: 07-23-1963 Social Security No.: \_\_\_\_\_

Home address of claimant: 10760 San Miguel ave.

City: Lynwood State: CA Zip Code: 90262 Telephone No.: (562) 991-2560

Give address to which you desire notice or communication to be sent regarding this claim: 10760

San Miguel ave City: Lynwood State: CA Zip Code: 90262

Date of Accident: Monday 01 - February Time: AM 8:00 PM \_\_\_\_\_

Place of Accident: 10760 San Miguel ave Lynwood CA

How did damage or injury occur? (Give full details)

My cars where park  
outside of the my resident when about 8:am  
a tree collapse over my 2013 tesla and  
total loss my car. My self and neighbors  
went to the City of Lynwood and complain a  
bout the three look like the tree was very old.  
THEY NEVER did anything or heald our complains. SHAME

Were Sheriffs at the scene? Yes \_\_\_\_\_ No  File No. (if known): \_\_\_\_\_

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: THE City of Lynwood should be held do their job.

Give total amount of claim (include estimate amount of any prospective injury or damage): \_\_\_\_\_

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)  
Please attach two original estimates.

\$15,266.90

Expenditures made on account of accident or injury (date and item): \_\_\_\_\_

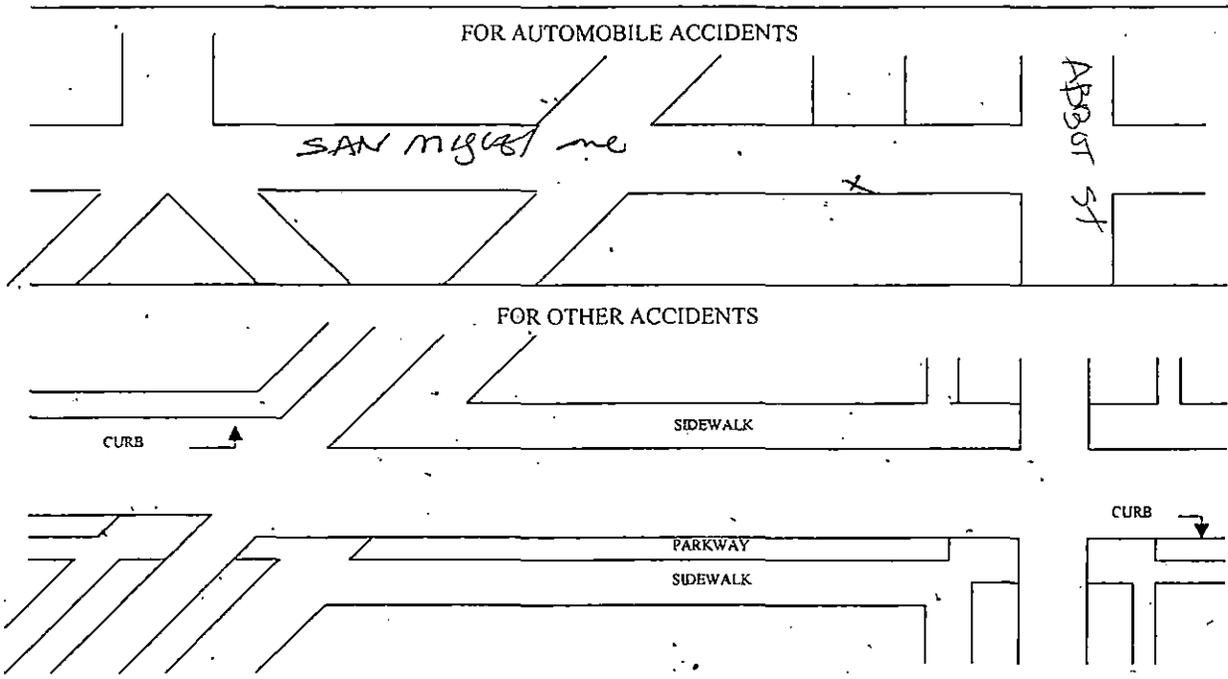
Name of address of witnesses, doctors and hospitals: NONE

PLEASE READ THE FOLLOWING CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distance to street corners.

If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

[Signature]  
SIGNATURE

2-22-16  
DATE

Corona Auto MCO  
P.O. BOX 1800  
CORONA CA 92878



LIMA DOUGLAS  
10760 SAN MIGUEL AVE  
LYNWOOD CA 902622125

February 12, 2016

INSURED: DOUGLAS LIMA  
DATE OF LOSS: February 01, 2016  
CLAIM NUMBER: 0400310314 LKS

PHONE NUMBER: 866-556-0356  
FAX NUMBER: 951-278-0234  
OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm

Dear LIMA DOUGLAS,

Thank you for the opportunity to service your insurance claim needs. As a result of your recent loss, your vehicle was determined to be non-repairable.

Our process of evaluating your vehicle is to compare it to a similarly equipped vehicle of the same year, make and model with comparable pre-loss condition available in your local market area. When establishing a value it was necessary to make some adjustments due to the pre-loss conditions of your vehicle in order to arrive at an actual cash value. These deductions and / or additions were in the amount of \$0.00 for mileage, options or condition.

Our settlement was based on the following:

Comparable Vehicle	\$14321.00
+ / - Condition Adjustments	\$0.00
Actual Cash Value/Market Value	\$14321.00
+ Sales Tax @ 9.00%	\$1288.90
+ Prorated DMV fees	\$157.00
Net Payment	\$15766.90
- Deductible	\$500.00
+ Other Payments:	\$0.00
Total Claim:	\$15266.90

Upon receipt of claim settlement payment, if you cannot purchase a comparable vehicle for the enclosed gross settlement amount, you will have 35 calendar days to notify us and Allstate Northbrook Indemnity Company will reopen your file and offer assistance in accordance with Department of Insurance regulations.

**Check Details**

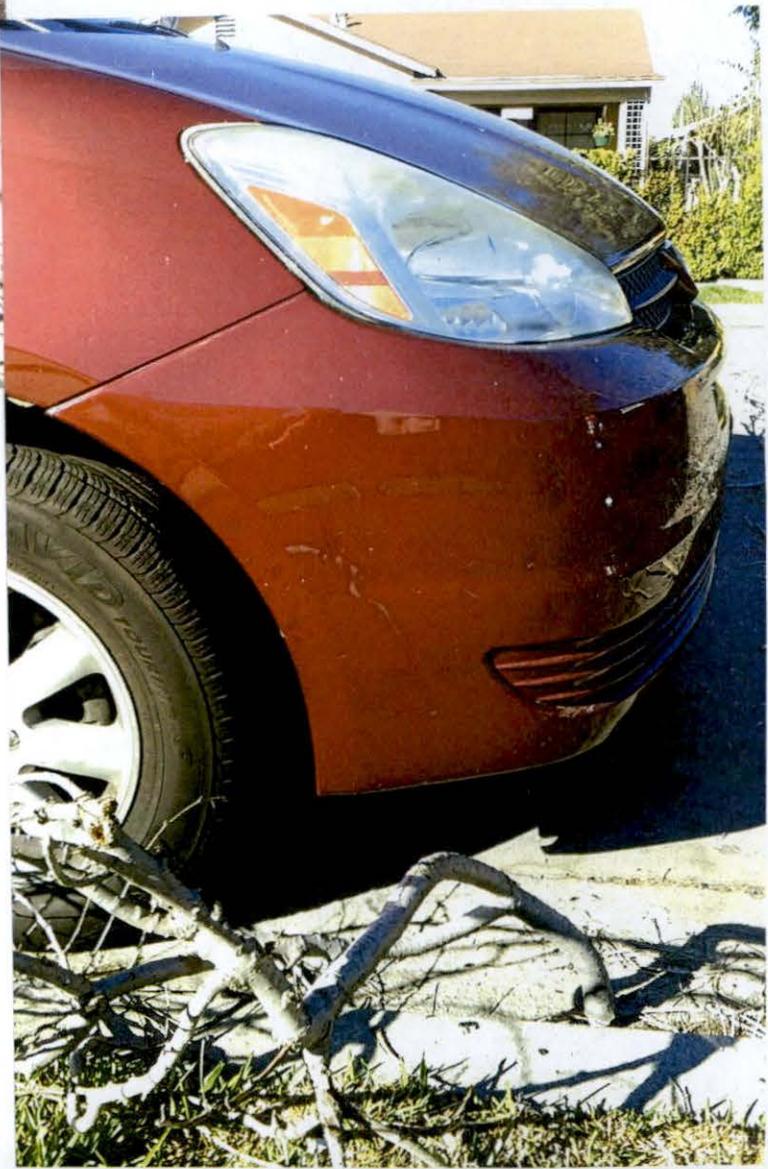
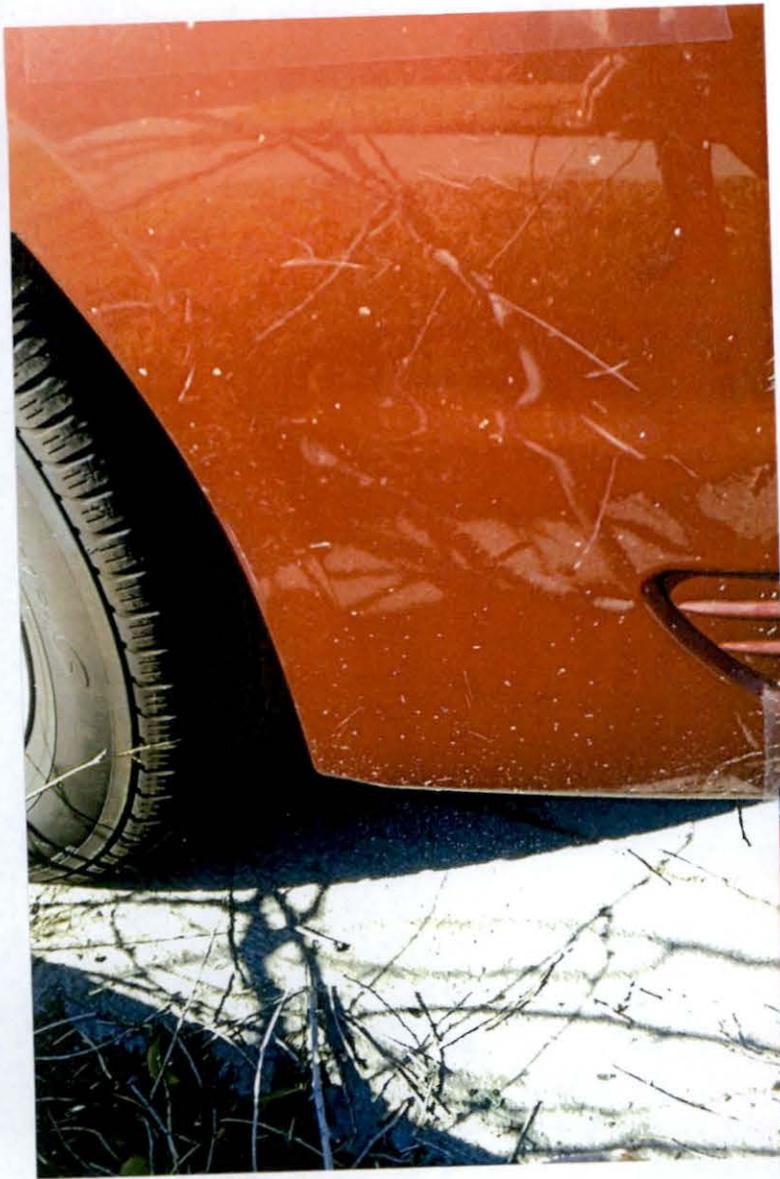
Policy:	934060867	Issued By:	
Claim:	0400310314	Allstate Northbrook Indemnity Company	
Insured:	DOUGLAS LIMA	California	
		KATRINA SCOTT	
Payee:	Toyota	Check:	554947179
	PO BOX 9490,	Issued Date:	2/12/2016
	CEDAR RAPIDS, IA 52409-9490 US	Amount:	13,731.15
Additional Comments:	In payment for Comprehensive (Full) for Date of Loss 2/1/2016.		

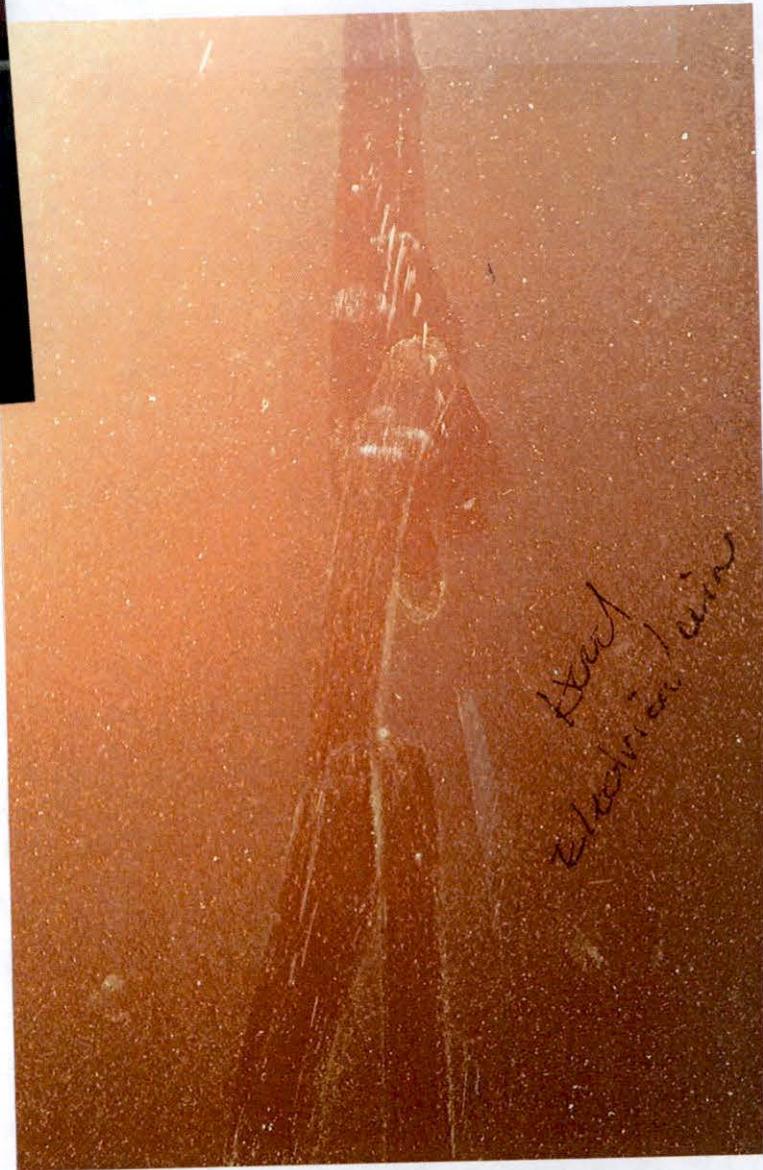
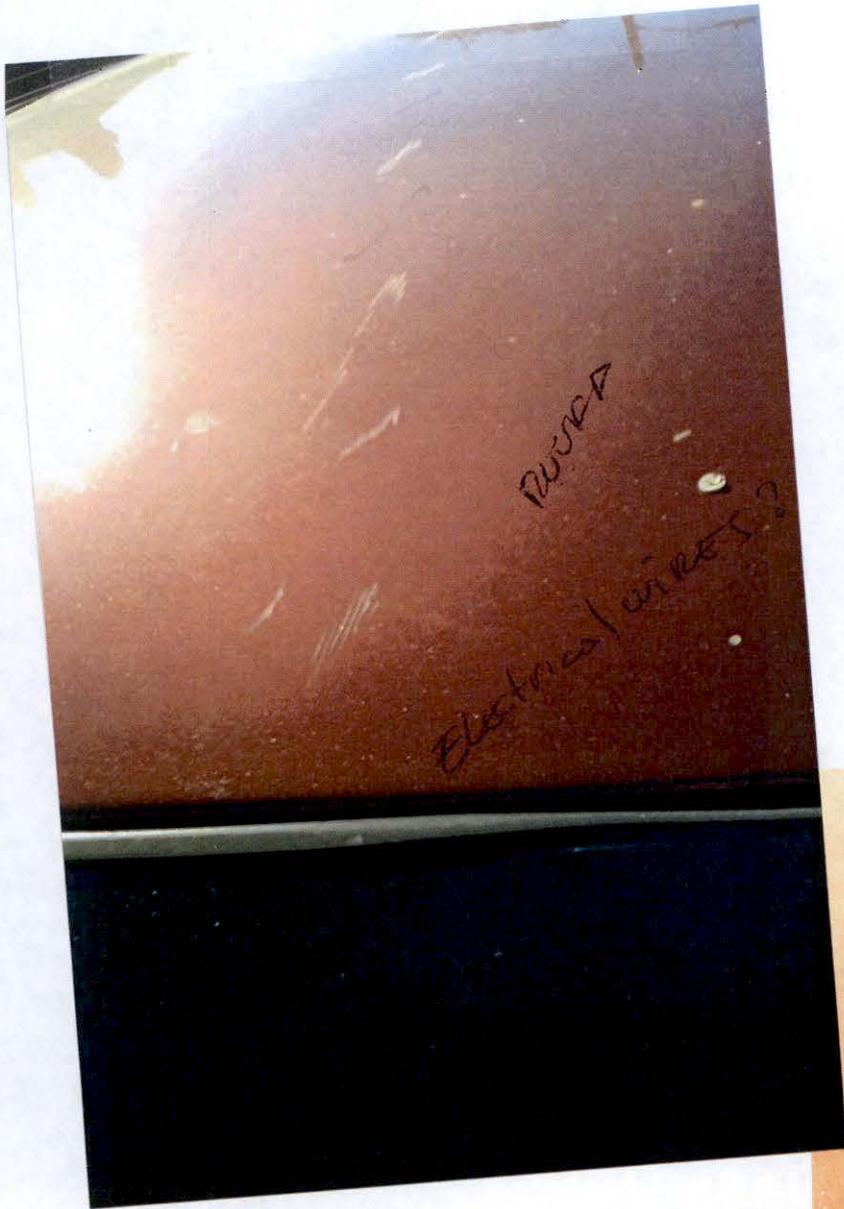
Payment Type	Method of Settlement	Transaction Reason	Billed Amount	Amount To Pay
DOUGLAS LIMA/Comprehensive (Full) Loss Payment	Total Loss	All Other		13,731.15 USD

07118-FCP

<p>CLAIM NO INSURED CLAIMANT IN PAYMENT FOR  PAY  TO THE ORDER OF</p>	<p><b>0400310314</b> <b>DOUGLAS LIMA</b> <b>DOUGLAS LIMA</b> <b>In payment for Comprehensive (Full) for Date of Loss</b> <b>2/1/2016.</b></p>	<p>Policy <b>934060867</b></p> <p>Date <b>2/12/2016</b></p> <p>PMCO <b>347</b></p>	<p><b>Allstate</b> <small>Bank of America Customer Connection Bank of America, N.A. Atlanta, Dekalb County, Georgia</small></p> <p><b>554947179</b></p> <p>Check <b>554947179</b> Employee <b>KATRINA SCOTT</b></p> <p>\$ <b>13,731.15</b></p> <p><b>Allstate Northbrook Indemnity Company</b></p> <p>PO BOX 9490, CEDAR RAPIDS, IA 52409-9490 US</p> <p><i>K. Scott</i></p>
---	---	--	--

VOID IF NOT PRESENTED WITHIN THREE HUNDRED SIXTY-FIVE DAYS OF THE DATE OF ISSUE.







# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management  
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Latrice Barkus

**Recommendation:**

Staff recommends that the City Council pay the claim of Ms. Latrice Barkus v. City of Lynwood in the amount of \$3,271.19.

**Background:**

On April 25, 2016, Ms. Barkus filed a claim for damages alleging property damage due to a tree branch that fell on her vehicle on March 22, 2016. The vehicle was parked in front of the address of 12601 Oak Avenue in Lynwood, CA.

**Discussion & Analysis:**

Liability will adhere to the City in this matter. The City's tree trimming service (Trimmingland) has no history of the subject tree being trimmed. The City has no prior complaints or reports regarding the subject tree.

The trees' maintenance is open to debate. Given that the City has no record of the subject tree being trimmed it would be difficult to prove in a court of law that the City had no negligence. An appraisal of the claimant vehicle (2007 Dodge Caliber) revealed that it sustained total loss damage and the actual cash value of the vehicle is \$3,271.19.

**Fiscal Impact:**

The Self Insurance Fund in the FY 17 Adopted Budget will cover this cost. The action recommended in this report will have a fiscal impact of \$3,271.19.

Coordinated With:

Public Works Department  
City Attorney



(Rev. 10/11)

LIABILITY

City Claim Reporting Form  
For all Persons or Property

DATE FILED 4-6-16  
CLAIM NO. 200B117

RECEIVED  
CITY OF LYNWOOD

APR 6 - 2016

HUMAN RESOURCES &  
RISK MANAGEMENT

SUBMIT TO:  
CITY OF LYNWOOD  
11330 BULLIS ROAD  
LYNWOOD, CA 90262

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE OCCURANCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: LATRICE Barkus

Date of Birth: 04-14-1961 Social Security No.:

Home address of claimant: 19117 Campaigns Drive

City: Carson State: CA Zip Code: 90746 Telephone No.: 1-310-370-3100

Give address to which you desire notice or communication to be sent regarding this claim: \_\_\_\_\_

City: \_\_\_\_\_ State: CA Zip Code: \_\_\_\_\_

Date of Accident: 3-22-16 Time: AM \_\_\_\_\_ PM 3:45

Place of Accident: In Lynwood CA. on Euclid Ave  
ECUIL St.

How did damage or injury occur? (Give full details)

my car was park on the south side of ECUIL thats was were my car was when the tree fell on my car 3-22-16 about 3:45 in Lynwood.

Were Sheriffs at the scene? Yes \_\_\_\_\_ No  File No. (if known): \_\_\_\_\_

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: \_\_\_\_\_

Give total amount of claim (include estimate amount of any prospective injury or damage): \_\_\_\_\_

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)  
Please attach two original estimates. ~~None~~

See Attached documents

Expenditures made on account of accident or injury (date and item): none

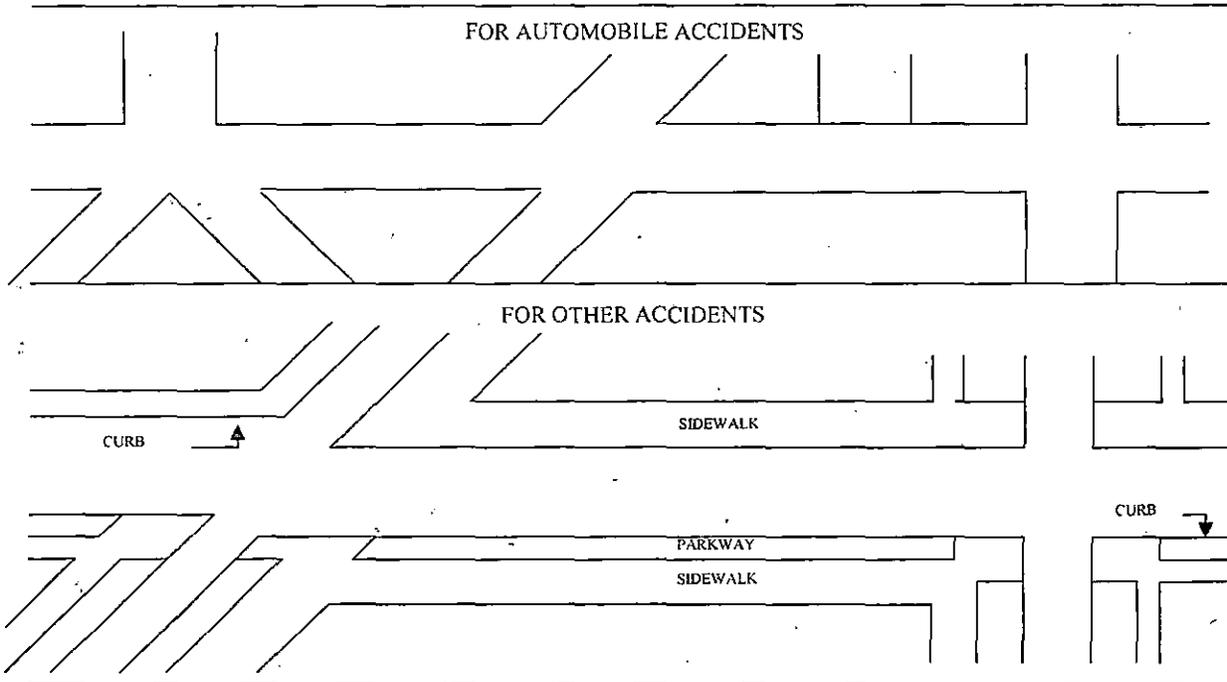
Name of address of witnesses, doctors and hospitals: Entire Neighborhood took pictures and saw incident.

PLEASE READ THE FOLLOWING CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distance to street corners.

If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Latrius Burke  
SIGNATURE

4-6-16  
DATE



REGISTRATION CARD VALID FROM: 06/02/2015 TO: 06/02/2016

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
DODG	2007	0000	BH	2015	170	11	6RNT498
BODY TYPE MODEL	MP	MO					VEHICLE ID NUMBER
4D	G	WY					1B3HB48B57D163628
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		
AUTOMOBILE		11/06/15	19	11/06/15	2		

PR EXP DATE: 06/02/2016  
AMOUNT PAID  
\$ 15.00

REGISTERED OWNER  
BARKUS LATRICE  
19117 E CAMPAIGNE DR

AMOUNT DUE	AMOUNT RECVD
\$ 15.00	CASH :
	CHCK :
	CRDT :

CARSON  
CA 90746

LIENHOLDER  
CAL WEST MOTORS  
2180 LONG BEACH BLVD

LONG BEACH  
CA 90806

F00 691 C8 0001500 0005 CM F00 110615 11 6RNT498 628

Date: 4/6/2016 12:00 PM  
 Estimate ID: 781  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell

## SAM'S BODY REPAIR & PAINT

1427 LONG BEACH BLVD., UNIT A, LONG BEACH, CA 90813  
 (562) 489-2877  
 Fax: (562) 489-0022  
 Email: samautoborin@gmail.com

Damage Assessed By: BORIN BORIN  
 Classification: None

Deductible: UNKNOWN

Insured: BARKUS LATRICE

Mitchell Service: 910659

Description: 2007 Dodge Caliber SXT  
 Body Style: 4D Wgn  
 VIN: 1B3HB48B57D163628  
 OEM/ALT: O  
 Color: WHITE

Drive Train: 2.0L Inj 4 Cyl A FWD  
 License: 6RNT498  
 Search Code: None

Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER  
 AIR CONDITIONING, REAR WINDOW WIPER, TILT STEERING COLUMN, AM/FM STEREO  
 DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION, AUXILIARY INPUT  
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, FIRST ROW BUCKET SEAT, CLOTH SEAT  
 SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, KEYLESS ENTRY SYSTEM  
 REAR BENCH SEAT, REAR SPOILER

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	001348	GLS	REMOVE/INSTALL	Windshield			0.4 #
2	000431	BDY	REMOVE/REPLACE	R W/Shield Pillar Finish Midg	ORDER FROM DEALER	73.25	INC
3	000432	BDY	REMOVE/REPLACE	L W/Shield Pillar Finish Midg	ORDER FROM DEALER	72.10	INC
4	002027	BDY	REMOVE/REPLACE	R Door Opening Reinf (UHSS) -S	5183894AA	425.00	4.0
5				LOWER OF R&R VS. REPAIR OF 15.0 UNITS			
6	000732	BDY	REPAIR	R Frt Door Shell	Existing		6.0* #
7	AUTO	REF	REFINISH	R Frt Door Outside			C 2.4
8	001386	BDY	REMOVE/INSTALL	R Frt Rear View Mirror			0.3
9	001388	BDY	REMOVE/INSTALL	R Frt Door Power Mirror			0.3
10	001392	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding			0.2
11	001398	BDY	REMOVE/INSTALL	R Frt Otr Door Handle			1.6 #
12	000873	BDY	REPAIR	R Rear Door Shell	Existing		4.0*
13	AUTO	REF	REFINISH	R Rear Door Outside			C 1.9
14	001414	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding			0.2
15	001420	BDY	REMOVE/INSTALL	R Rear Otr Door Handle			1.2 #
16	002529	BDY	REMOVE/REPLACE	Add w/Antenna			0.3
17	001002	BDY	REMOVE/REPLACE	Roof Panel	5074120AB	524.00	19.5 #
18	AUTO	REF	REFINISH	Roof Panel Outside			C 3.0
19	AUTO	MCH	REMOVE/REPLACE	Add w/Side Curtain Air Bag	-M		1.4
20	001014	BDY	REMOVE/REPLACE	R Roof Front Applique	1AV10RXFAD	123.00	0.3
21	001016	BDY	REMOVE/REPLACE	L Roof Front Applique	1AV11RXFAD	122.00	0.3
22	001019	BDY	REMOVE/REPLACE	R Roof Rear Applique	YQ82RXFAG	97.00	0.3
23	001021	BDY	REMOVE/REPLACE	L Roof Rear Applique	YQ83RXFAF	95.60	0.3
24	002312	BDY	REMOVE/REPLACE	Roof Headliner	ORDER FROM DEALER	1,230.00	INC #
25	001079	BDY	REPAIR	R Quarter Outer Panel	Existing		10.0*

ESTIMATE RECALL NUMBER: 04/06/2016 12:00:01 781  
 Mitchell Data Version: JAN\_16\_V

Date: 4/ 6/2016 12:00 PM  
 Estimate ID: 781  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell

26	AUTO	REF	REFINISH	R Quarter Panel Outside		C 2.0
27	001080	BDY	REPAIR	L Quarter Outer Panel	Existing	7.0*
28	AUTO	REF	REFINISH	L Quarter Panel Outside		C 2.0
29	001455	GLS	REMOVE/INSTALL	R Quarter Glass		1.8 #
30	001456	GLS	REMOVE/INSTALL	L Quarter Glass		1.8 #
31	001449	BDY	REMOVE/INSTALL	Liftgate Assy		INC
32	001439	BDY	REMOVE/INSTALL	R Rear Combination Lamp		0.3
33	001440	BDY	REMOVE/INSTALL	L Rear Combination Lamp		0.3
34	001437	BDY	REMOVE/INSTALL	Rear Bumper Cover		1.6 #
35	AUTO	REF	ADD'L OPR	Clear Coat		2.5
36	AUTO		ADD'L COST	Paint/Materials		524.40 *

\* - Judgment Item  
 # - Labor Note Applies  
 C - Included in Clear Coat Calc

### Estimate Totals

<table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">I. Labor Subtotals</td> <td style="width: 10%;"><u>Units</u></td> <td style="width: 10%;"><u>Rate</u></td> <td style="width: 10%;"><u>Add'l Labor Amount</u></td> <td style="width: 10%;"><u>Sublet Amount</u></td> <td style="width: 10%;"><u>Totals</u></td> </tr> <tr> <td>Body</td> <td>58.0</td> <td>50.00</td> <td>0.00</td> <td>0.00</td> <td>2,900.00</td> </tr> <tr> <td>Refinish</td> <td>13.8</td> <td>50.00</td> <td>0.00</td> <td>0.00</td> <td>690.00</td> </tr> <tr> <td>Glass</td> <td>4.0</td> <td>50.00</td> <td>0.00</td> <td>0.00</td> <td>200.00</td> </tr> <tr> <td>Mechanical</td> <td>1.4</td> <td>95.00</td> <td>0.00</td> <td>0.00</td> <td>133.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">Non-Taxable Labor</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">3,923.00</td> </tr> <tr> <td>Labor Summary</td> <td>77.2</td> <td></td> <td></td> <td></td> <td style="text-align: right;">3,923.00</td> </tr> </table>	I. Labor Subtotals	<u>Units</u>	<u>Rate</u>	<u>Add'l Labor Amount</u>	<u>Sublet Amount</u>	<u>Totals</u>	Body	58.0	50.00	0.00	0.00	2,900.00	Refinish	13.8	50.00	0.00	0.00	690.00	Glass	4.0	50.00	0.00	0.00	200.00	Mechanical	1.4	95.00	0.00	0.00	133.00												Non-Taxable Labor						3,923.00	Labor Summary	77.2				3,923.00	<table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">II. Part Replacement Summary</td> <td style="width: 80%;"></td> <td style="width: 10%; text-align: right;"><u>Amount</u></td> </tr> <tr> <td>Taxable Parts</td> <td></td> <td style="text-align: right;">2,761.95</td> </tr> <tr> <td>Sales Tax @ 9.000%</td> <td></td> <td style="text-align: right;">248.58</td> </tr> <tr> <td>Total Replacement Parts Amount</td> <td></td> <td style="text-align: right;">3,010.53</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">III. Additional Costs</td> <td style="width: 80%;"></td> <td style="width: 10%; text-align: right;"><u>Amount</u></td> </tr> <tr> <td>Taxable Costs</td> <td></td> <td style="text-align: right;">524.40</td> </tr> <tr> <td>Sales Tax @ 9.000%</td> <td></td> <td style="text-align: right;">47.20</td> </tr> <tr> <td>Total Additional Costs</td> <td></td> <td style="text-align: right;">571.60</td> </tr> </table> <p>Paint Material Method: Rates    Init Rate = 38.00 , Init Max Hours = 99.9, Addl Rate = 0.00</p>	II. Part Replacement Summary		<u>Amount</u>	Taxable Parts		2,761.95	Sales Tax @ 9.000%		248.58	Total Replacement Parts Amount		3,010.53	III. Additional Costs		<u>Amount</u>	Taxable Costs		524.40	Sales Tax @ 9.000%		47.20	Total Additional Costs		571.60
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	I. Total Labor:	3,923.00
	II. Total Replacement Parts:	3,010.53
	III. Total Additional Costs:	571.60
	Gross Total:	7,505.13
	IV. Total Adjustments:	0.00
	Net Total:	7,505.13

**This is a preliminary estimate.**  
**Additional changes to the estimate may be required for the actual repair.**

ESTIMATE RECALL NUMBER: 04/06/2016 12:00:01 781  
 Mitchell Data Version: JAN\_16\_V

Software Version: 7.1.200

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Page 2 of 3

Date: 4/ 6/2016 12:00 PM  
Estimate ID: 781  
Estimate Version: 0  
Preliminary  
Profile ID: Mitchell

Point(s) of Impact

13 Rollover (P)

ESTIMATE RECALL NUMBER: 04/06/2016 12:00:01 781  
Mitchell Data Version: JAN\_16\_V

Software Version: 7.1.200

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Date: 3/4/2016 04:37 PM  
 Estimate ID: 1314  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell

# Alpine Auto Body

444 E Anaheim St., Long Beach, CA 90813  
 (562) 983-1231  
 Fax: (562) 983-1102  
 Email: alpineautobodyllc@gmail.com  
 Tax ID: 80-0774143 BAR #: ARD00279920 EPA #: 000372259

Damage Assessed By: RICHARD BALTA  
 Classification: None

Condition Code: Fair Type of Loss: Comprehensive (Spec)  
 Deductible: UNKNOWN  
 Owner: LATRICE BARKUS  
 Telephone:  
 Cell Phone: (424) 370-3100

Mitchell Service: 910659

Description: 2007 Dodge Caliber SXT  
 Body Style: 4D Wgn Drive Train: 2.0L Inj 4 Cyl A FWD  
 VIN: 1B3HB48B57D163628 License: 6RNT498 CA  
 OEM/ALT: 0 Search Code: None  
 Color: WHITE  
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER  
 AIR CONDITIONING, REAR WINDOW WIPER, TILT STEERING COLUMN, AM/FM STEREO  
 DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION, AUXILIARY INPUT  
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, FIRST ROW BUCKET SEAT, CLOTH SEAT  
 SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, KEYLESS ENTRY SYSTEM  
 REAR BENCH SEAT, REAR SPOILER

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Rocker/Pillars/Floor</u>							
1	000518	BDY	REMOVE/REPLACE	R Door Opening Panel	5183888AB	750.00	18.0
2		REF	REFINISH	R Door Opening Panel Complete			C 3.6
3		MCH	REMOVE/REPLACE	R Add w/Side Curtain Air Bag -M			INC #
4		MCH	REMOVE/REPLACE	R Add w/Side Impact Sensor -M			0.5
<u>Front Door</u>							
5	001384	BDY	REMOVE/INSTALL	R Frt Door Assembly			INC
6	001385	BDY	REMOVE/INSTALL	L Frt Door Assembly			0.6
<u>Rear Door</u>							
7	001410	BDY	REMOVE/INSTALL	R Rear Door Assembly			INC
8	001411	BDY	REMOVE/INSTALL	L Rear Door Assembly			0.6
<u>Roof</u>							
9	001002	BDY	REMOVE/REPLACE	Roof Panel	5074120AB	524.00	16.8 #
10		REF	REFINISH	Roof Panel Outside			C 3.4
11		MCH	REMOVE/REPLACE	Add w/Side Curtain Air Bag -M			1.4
12	001014	BDY	REMOVE/REPLACE	R Roof Front Applique	1AV10RXFAD	123.00	0.3
13	001016	BDY	REMOVE/REPLACE	L Roof Front Applique	1AV11RXFAD	122.00	0.3
14	001019	BDY	REMOVE/REPLACE	R Roof Rear Applique	YQ82RXFAG	97.00	0.3
15	001021	BDY	REMOVE/REPLACE	L Roof Rear Applique	YQ83RXFAF	95.60	0.3
16	002311	BDY	REMOVE/REPLACE	Roof Headliner	ORDER FROM DEALER	d897.00	INC #

ESTIMATE RECALL NUMBER: 03/04/2016 15:55:13 1314  
 Mitchell Data Version: OEM: DEC\_15\_V

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Software Version: 7.1.191

Date: 3/4/2016 04:37 PM  
 Estimate ID: 1314  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell

17	GLS	REMOVE/INSTALL	Windshield				0.4 #
<u>Quarter Panel</u>							
18	001079	BDY	REMOVE/REPLACE	R Quarter Outer Panel	5183890AB	912.00	16.0
19		REF	REFINISH	R Quarter Panel Outside			C 2.0
20		REF	REFINISH	R Add For Pillar			C 0.5
21		REF	REFINISH	R Quarter Panel Edge			C 0.5
22	001080	BDY	REPAIR	L Quarter Outer Panel	Existing		8.0*
23		REF	REFINISH	L Quarter Panel Outside			C 2.0
24	001112	BDY	REMOVE/INSTALL	R Upr Quarter Trim Panel	Existing		INC #r
25	001113	BDY	REMOVE/INSTALL	L Upr Quarter Trim Panel	Existing		INC #r
26	002363	BDY	REMOVE/INSTALL	R Lwr Quarter Trim Panel	Existing		INC r
27	001115	BDY	REMOVE/INSTALL	L Lwr Quarter Trim Panel	Existing		INC r
<u>Quarter Glass</u>							
28	001456	GLS	REMOVE/INSTALL	L Quarter Glass			1.8 #
29	001136	GLS	REMOVE/REPLACE	R Qtr Glass Stationary	5191236AC	259.00	INC #
30	001297	BDY	REMOVE/REPLACE	Qtr Glass Adhesive 2@9.00	N.A.	18.00	*
<u>Liftgate</u>							
31	001449	BDY	REMOVE/INSTALL	Liftgate Assy			INC
<u>Rear Lamps</u>							
32	001439	BDY	REMOVE/INSTALL	R Rear Combination Lamp			INC
33	001440	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.3
<u>Rear Bumper</u>							
34	001437	BDY	REMOVE/INSTALL	Rear Bumper Cover			INC #
<u>ADDITIONAL COSTS &amp; MATERIALS</u>							
35	936012		ADD'L COST	HAZARDOUS WASTE DISPOSAL		5.00	*
36	936016		ADD'L COST	Weld Thru Primer		12.00	*
<u>ADDITIONAL OPERATIONS</u>							
37		REF	ADD'L OPR	Clear Coat			3.1
<u>ADDITIONAL REFINISH OPERATIONS</u>							
38	933003	REF	ADD'L OPR	TINT COLOR			0.5*
<u>Additional Operations</u>							
39	933005	BDY	ADD'L OPR	Restore Corrosion Protection		8.00	* 0.4*
<u>MANUAL ENTRIES</u>							
40	900500	BDY*	REMOVE/REPLACE	SEAM SEALER	New	18.00	* 0.8*
<u>ADDITIONAL OPERATIONS</u>							
41		REF	ADD'L OPR	FINISH SAND AND BUFF			2.5
<u>ADDITIONAL REFINISH OPERATIONS</u>							
42	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		10.00	* 0.5*
<u>MISCELLANEOUS</u>							
43	933024	GLS	ADD'L OPR	BROKEN GLASS CLEANUP			1.0*
<u>Additional Costs &amp; Materials</u>							
44			ADD'L COST	Paint/Materials		561.60	*

\* - Judgment Item  
 # - Labor Note Applies  
 d - Discontinued by the Manufacturer  
 C - Included in Clear Coat Calc  
 r - CEG R&R Time Used For This Labor Operation

ESTIMATE RECALL NUMBER: 03/04/2016 15:55:13 1314  
 Mitchell Data Version: OEM: DEC\_15\_V

Copyright (C) 1994 - 2015 Mitchell International  
 All Rights Reserved

Software Version: 7.1.191

Date: 3/ 4/2016 04:37 PM  
 Estimate ID: 1314  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell

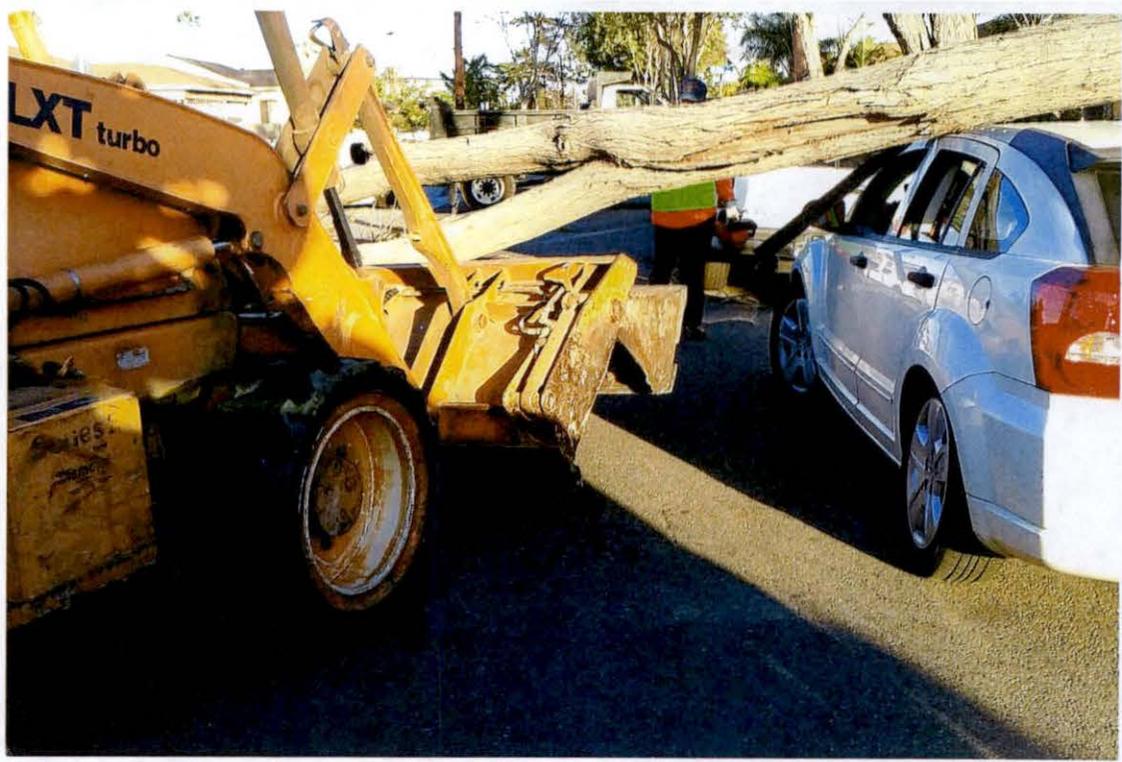
### Estimate Totals

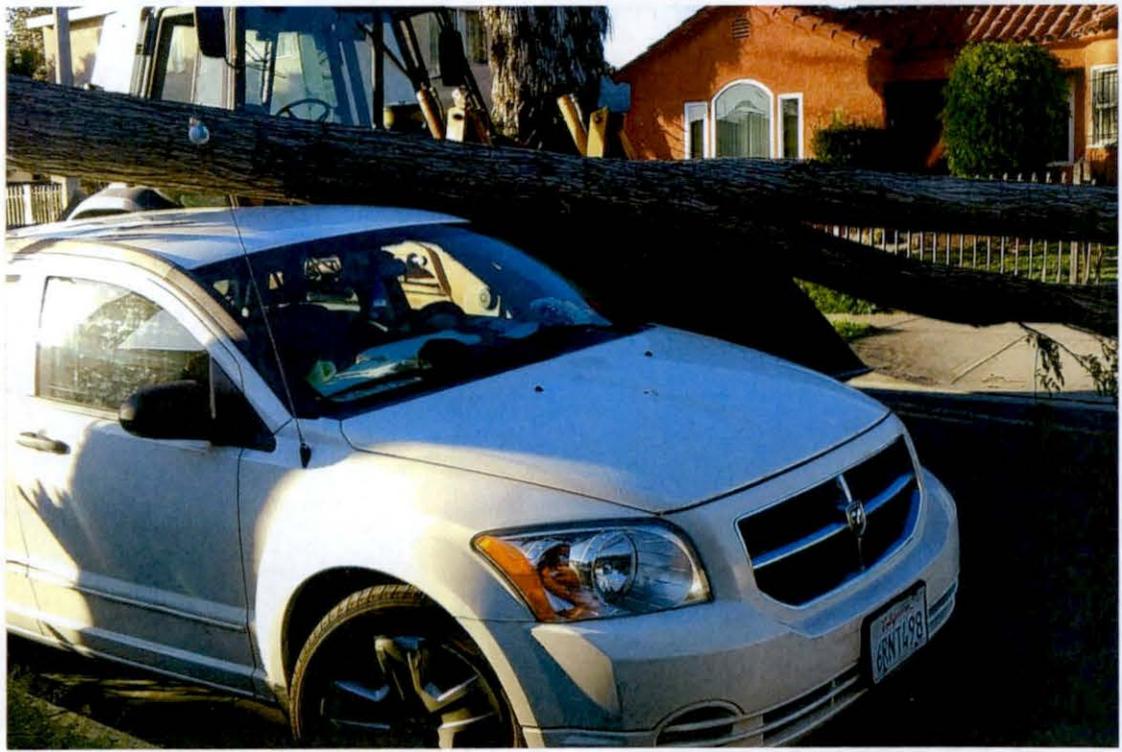
I. Labor Subtotals						II. Part Replacement Summary		
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals		Amount	
Body	62.7	55.00	8.00	0.00	3,456.50	Taxable Parts	3,815.60	
Refinish	18.6	55.00	10.00	0.00	1,033.00	Sales Tax @ 9.000%	343.40	
Glass	3.2	55.00	0.00	0.00	176.00			
Mechanical	1.9	120.00	0.00	0.00	228.00	Total Replacement Parts Amount	4,159.00	
Non-Taxable Labor					4,893.50			
Labor Summary	86.4				4,893.50			
III. Additional Costs						IV. Adjustments		
						Amount	Amount	
Taxable Costs						578.60	Customer Responsibility	0.00
Sales Tax @ 9.000%						52.07		
Total Additional Costs						630.67		
Paint Material Method: Rates Init Rate = 36.00 , Init Max Hours = 99.9, Addl Rate = 0.00								
						I. Total Labor:	4,893.50	
						II. Total Replacement Parts:	4,159.00	
						III. Total Additional Costs:	630.67	
						Gross Total:	9,683.17	
						IV. Total Adjustments:	0.00	
						Net Total:	9,683.17	

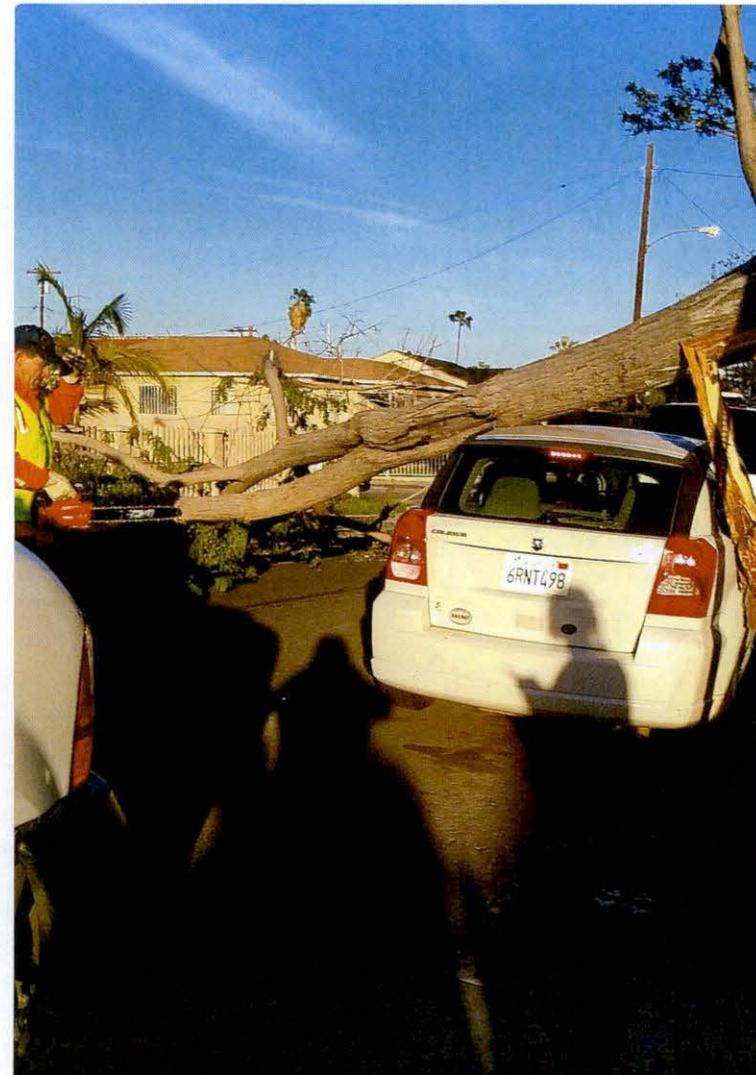
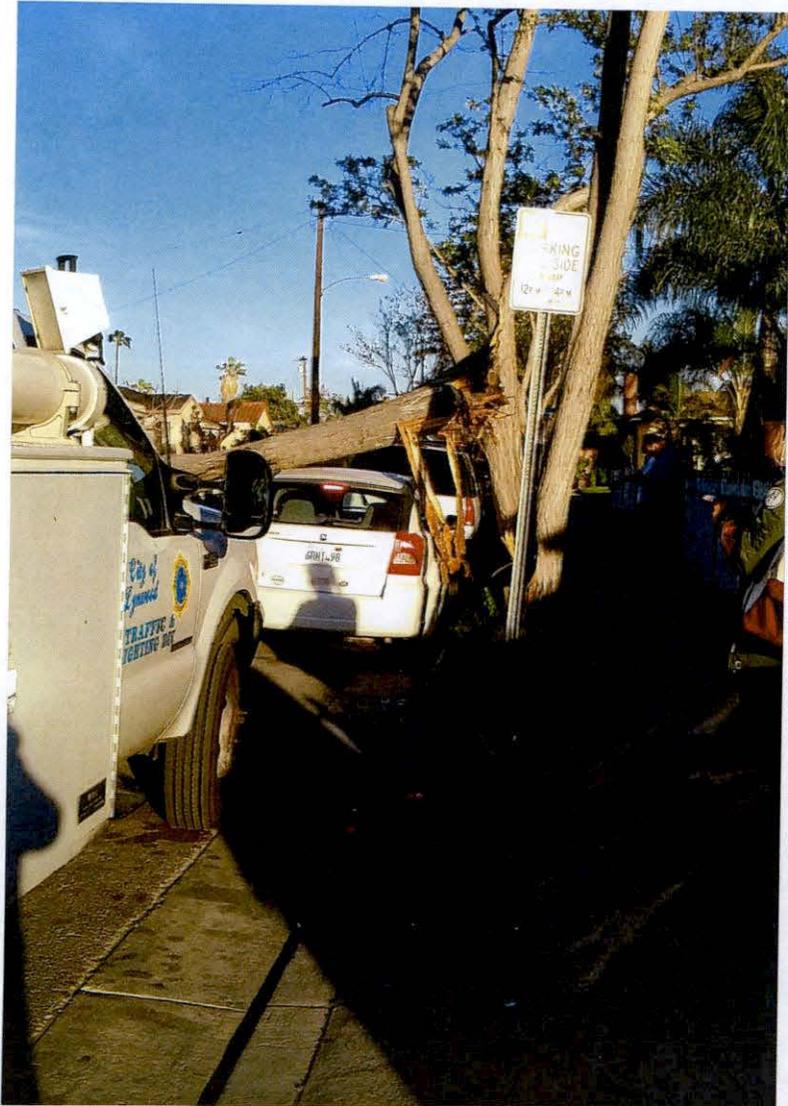
This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

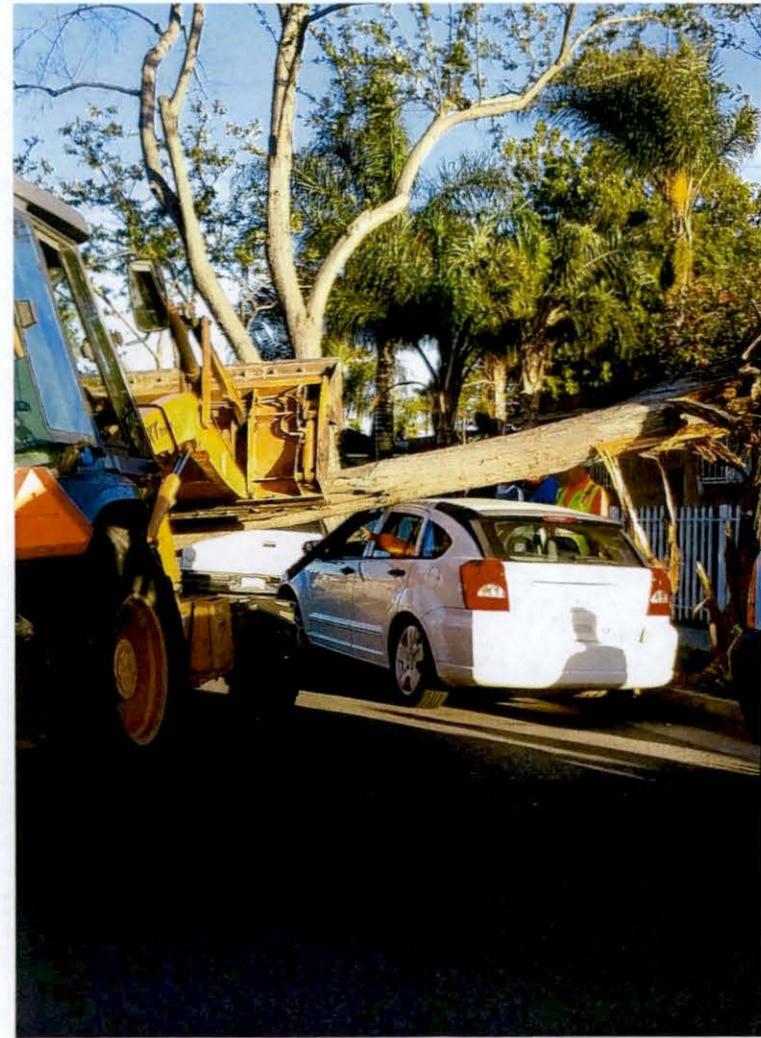
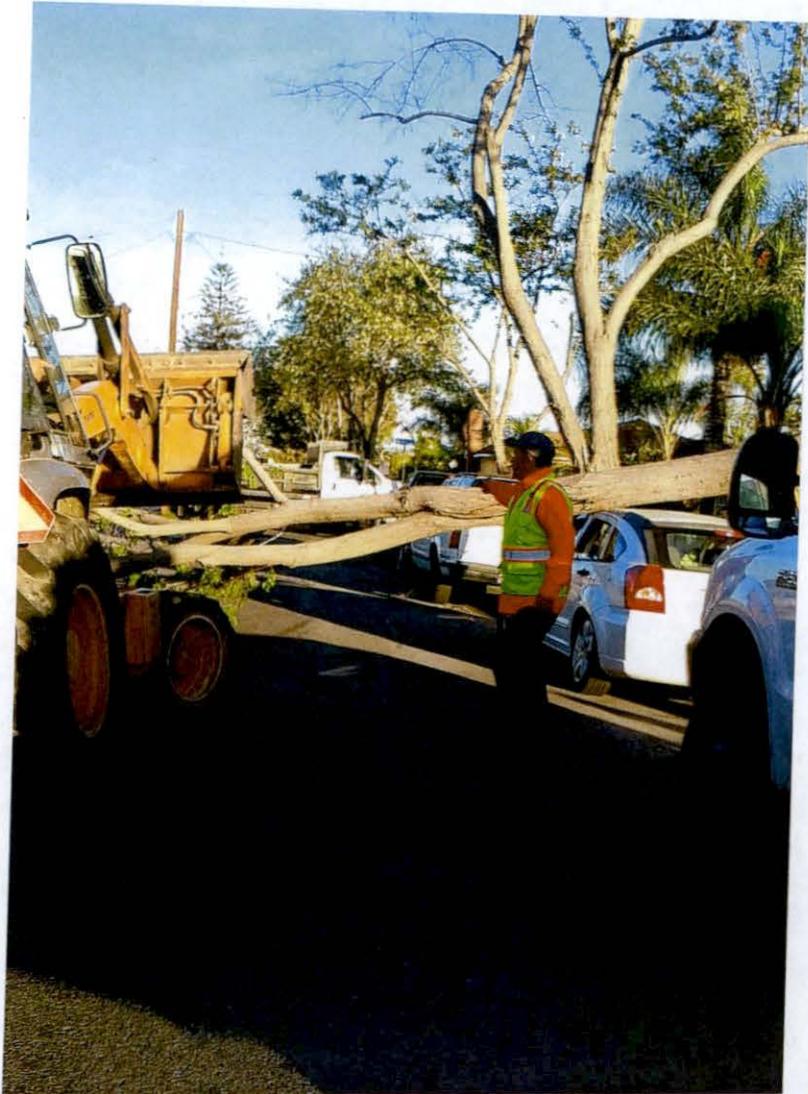
















# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management  
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Nancy R. Caro Landeros

## Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Nancy R. Caro Landeros and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

## Background:

On May 24, 2016, Ms. Caro Landeros filed a claim for damages alleging property damage due to a tree branch that fell on her vehicle (2006 Nissan Xterra) on May 23, 2016. The vehicle was parked in front of 11115 Elm Street in Lynwood, CA. The vehicle sustained damage in the amount of \$1,882.97.

## Discussion & Analysis:

City records indicate that the tree in question received a full trim in September 10, 2009. A grid pruning was done on November 3, 2015. There are no prior indications that the tree was diseased or weakened. Prior to this date the City received no complaints regarding the tree.

Pursuant to Government Code Section 835 the claimant must establish that the tree posed a dangerous condition at the time of the incident. A dangerous condition as defined in Government Code Section 830 is a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, the risk of damage when property is used with due care in a manner in which it was reasonably foreseeable that it would be used.

In addition, for the claimant to recover against the City he must establish that the existence of the dangerous condition was created by the negligence or wrongful act or omission by the City. Or an employee of the City or the City itself had actual or constructive notice of the dangerous condition and sufficient time prior to the incident to have taken measures to protect against the condition. There is no indication that the City had prior notice of a dangerous condition.



Finally, on the date of loss the City was experiencing windy conditions. At the time of the loss the City was experiencing the highest wind. The maximum wind speed was 15 mph. At the time the wind gust was 18 mph. Liability in this matter is questionable. Inspection of the loss location indicates that at its highest point the offset is one inch which gradually tapers down until it disappears over the width of the sidewalk.

The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

**Fiscal Impact:**

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works  
City Attorney

(Rev. 10/11)

LIABILITY

City Claim Reporting Form  
For all Persons or Property

DATE FILED  
CLAIM NO.  
DEPT.

5/24/16  
200 B117

SUBMIT TO:

CITY OF LYNWOOD  
11330 BULLIS ROAD  
LYNWOOD, CA 90262

RECEIVED  
CITY OF LYNWOOD

MAY 24 2016

HUMAN RESOURCES  
PERSONNEL SERVICES  
MANAGEMENT

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NO LATER THAN ONE (1) YEAR AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: Nancy R. Carr Landeros

Date of Birth: 9/4/88 Social Security No.: \_\_\_\_\_

Home address of claimant: 1115 Elm St.

City: Lynwood State: CA Zip Code: 910262 Telephone No.: 323-984-0271

Give address to which you desire notice or communication to be sent regarding this claim: \_\_\_\_\_

1115 Elm St. City: Lynwood State: CA Zip Code: 910262

Date of Accident: 5/23/16 Time: AM \_\_\_\_\_ (PM) 4:30

Place of Accident: 1115 Elm St. Lynwood CA 90262 Sidewalk

How did damage or injury occur? (Give full details)

The car was parked in the sidewalk. The branch of the tree fell on the hood and the fender from the passengers side. It made a dent on the hood as well as the fender. A loud noise was made from the impact.

Were Sheriffs at the scene? Yes \_\_\_\_\_ No  File No. (if known): \_\_\_\_\_

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: \_\_\_\_\_

Give total amount of claim (include estimate amount of any prospective injury or damage): \_\_\_\_\_

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)  
Please attach two original estimates.

Expenditures made on account of accident or injury (date and item): \_\_\_\_\_

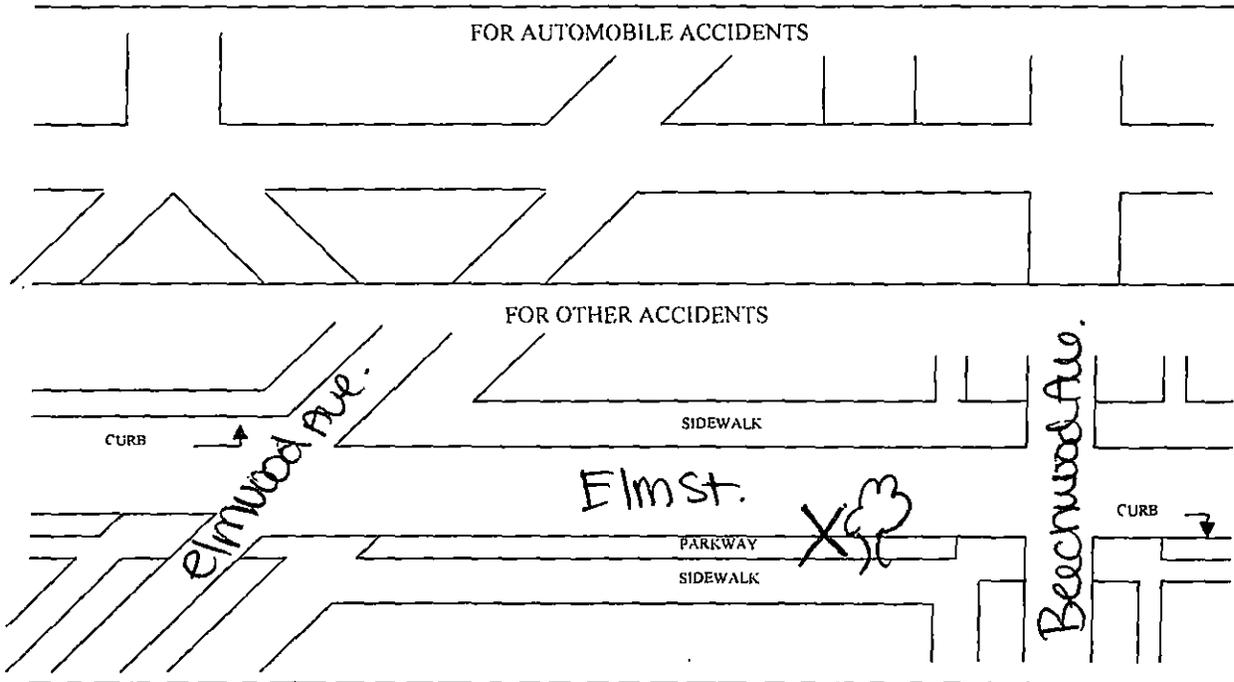
Name of address of witnesses, doctors and hospitals: \_\_\_\_\_

**PLEASE READ THE FOLLOWING CAREFULLY**

For all accident claims, place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distance to street corners.

If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Nanci R. Caro  
SIGNATURE

5/23/14  
DATE

Date: 5/23/2016 06:09 PM  
 Estimate ID: 461  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell

*\$2393.45*

## B & M Body Shop

10404 Atlantic Ave., South Gate, CA 90280  
 (323) 569-7338

Damage Assessed By: Efrain Reyes  
 Classification: Drive-In

Type of Loss: Collision  
 Payer: Customer

Deductible: UNKNOWN

Insured: NANCY CARO  
 Owner: NANCY CARO  
 Telephone: Home Phone: (323) 984-0271

Mitchell Service: 910463

Description: 2006 Nissan Xterra SE  
 Body Style: 4D Ut  
 VIN: 5N1AN08U76C557018  
 OEM/ALT: O  
 Options: CD CHANGER, PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, REAR WINDOW DEFOGGER  
 AIR CONDITIONING, REAR WINDOW WIPER, CRUISE CONTROL, TILT STEERING COLUMN  
 AM/FM STEREO, DRIVER AIRBAG, LUGGAGE RACK, SKID PLATES, PREMIUM SOUND SYSTEM  
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, RUNNING BOARDS, FOG LIGHTS  
 ALUM/ALLOY WHEELS, TIRE INFLATION/PRESSURE MONITOR, LEATHER STEERING WHEEL  
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS, TRIP COMPUTER  
 FIRST ROW BUCKET SEAT, CLOTH SEAT, MP3 PLAYER  
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC STABILITY CONTROL  
 KEYLESS ENTRY SYSTEM, LIMITED SLIP DIFFERENTIAL, REAR BENCH SEAT  
 STEERING WHEEL AUDIO CONTROLS

Drive Train: 4.0L Inj 6 Cyl 2WD  
 License: 6G0A624 CA  
 Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	001845	BDY	REMOVE/INSTALL	Frnt Bumper Assy			INC #
2	000066	BDY	REMOVE/REPLACE	Hood Panel	F5100-EA030	559.74	1.3
3	AUTO	REF	REFINISH	Hood Outside			C 2.7
4	AUTO	REF	REFINISH	Add For Hood Underside			C 1.4
5	001862	REF	BLEND	L Fender Outside			C 0.9
6	001946	BDY	REMOVE/INSTALL	R Fender Splash Guard			0.2
7	000189	BDY	REMOVE/REPLACE	R Fender Panel	FCA00-ZL0EA	352.72	2.7 #
8	AUTO	REF	REFINISH	R Fender Outside			C 1.8
9	AUTO	REF	REFINISH	R Fender Edge			0.5
10	001877	REF	BLEND	R Frt Door Outside			C 1.0
11	001889	BDY	REMOVE/INSTALL	R Frt Rear View Mirror			0.7 #
12	002860	BDY	REMOVE/INSTALL	R Frt Door Adhesive Moulding	Existing		0.2 r
13	001891	BDY	REMOVE/INSTALL	R Frt Door Trim Panel			INC
14	AUTO	REF	ADD'L OPR	Clear Coat			2.4
15	933003	REF	ADD'L OPR	TINT COLOR			0.5*
16	AUTO	REF	ADD'L OPR	FINISH SAND & BUFF			2.9
17	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		5.00 *	0.5*
18	AUTO		ADD'L COST	Paint/Materials		358.40 *	
19	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00 *	

ESTIMATE RECALL NUMBER: 05/23/2016 18:08:15 461  
 Mitchell Data Version: OEM: MAR\_16\_V

Software Version: 7.1.201

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Page 1 of 2

\* - Judgment Item  
 # - Labor Note Applies  
 C - Included in Clear Coat Calc  
 r - CEG R&R Time Used For This Labor Operation

Remarks

\*\*\*\*\* NOTE \*\*\*\*\*

ESTIMATE IS BASED ON A VISUAL INSPECTION. HIDDEN DAMAGE MAY INCREASE THE ACTUAL REPAIR COST.

### Estimate Totals

						II. Part Replacement Summary		Amount
I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	Taxable Parts		912.46
Body	5.1	50.00	0.00	0.00	255.00	Sales Tax	@ 10.000%	91.25
Refinish	14.6	50.00	5.00	0.00	735.00			
	Non-Taxable Labor				990.00	Total Replacement Parts Amount		1,003.71
Labor Summary	19.7				990.00			
III. Additional Costs						IV. Adjustments		Amount
					Amount	Customer Responsibility		0.00
Taxable Costs					363.40			
Sales Tax			@ 10.000%		36.34			
Total Additional Costs					399.74			
Paint Material Method: Rates Init Rate = 32.00 , Init Max Hours = 99.9, Addl Rate = 0.00								
						I. Total Labor:		990.00
						II. Total Replacement Parts:		1,003.71
						III. Total Additional Costs:		399.74
						Gross Total:		2,393.45
						IV. Total Adjustments:		0.00
						Net Total:		2,393.45

This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

## HPM Collision Center

Damage Assessed By: MITCHELL MITCHELL  
 Classification: None

Date of Loss: 5/23/2016  
 Deductible: UNKNOWN

Insured: NANCY CARO

Mitchell Service: 910463

Description: 2006 Nissan Xterra Off Road  
 Body Style: 4D Ut Drive Train: 4.0L Inj 6 Cyl 2WD  
 VIN: 5N1AN08U76C557018  
 OEM/ALT: O Search Code: None  
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, REAR WINDOW DEFOGGER  
 AIR CONDITIONING, REAR WINDOW WIPER, CRUISE CONTROL, TILT STEERING COLUMN  
 AM/FM STEREO, DRIVER AIRBAG, LUGGAGE RACK, SKID PLATES, ANTI-LOCK BRAKE SYS.  
 TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS, TIRE INFLATION/PRESSURE MONITOR  
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS  
 FIRST ROW BUCKET SEAT, CLOTH SEAT, DRIVER SEAT WITH POWER LUMBAR SUPPORT  
 ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, LIMITED SLIP DIFFERENTIAL  
 REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	001845	BDY	REMOVE/INSTALL	Frnt Bumper Assy			INC #
2	001850	BDY	REMOVE/INSTALL	R Front Combination Lamp			INC #
3	001854	REF	REFINISH	Hood Outside			C 2.7
4	001855	REF	REFINISH	Add For Hood Underside			C 1.4
5	000066	BDY	REMOVE/REPLACE	Hood Panel	F5100-EA030	559.74	1.3
6	000068	BDY	REMOVE/REPLACE	Hood Insulator	65840-ZL00A	323.60	INC
7	001946	BDY	REMOVE/INSTALL	R Fender Splash Guard			0.2
8	000189	BDY	REMOVE/REPLACE	R Fender Panel	FCA00-ZL0EA	352.72	2.7 #
9	AUTO	REF	REFINISH	R Fender Outside			C 1.8
10	001877	REF	BLEND	R Frt Door Outside			C 1.0
11	001879	REF	REFINISH	R Frt Add For Jambs & Interior			C 1.0
12	001887	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding			0.3
13	001889	BDY	REMOVE/INSTALL	R Frt Rear View Mirror			0.3 #
14	002077	BDY	REMOVE/INSTALL	R Frt Wind Deflector			0.2
15	001897	BDY	REMOVE/INSTALL	R Frt Otr Door Handle			0.7 #
16	AUTO	REF	ADD'L OPR	Clear Coat			2.4

# - Labor Note Applies  
 C - Included in Clear Coat Calc



STATE OF CALIFORNIA - DEPARTMENT OF MOTOR VEHICLES

VALIDATED REGISTRATION CARD

TYPE VEHICLE USE AUTO	REGISTRATION VALID FROM 9/8/2015 TO 9/8/2016	TYPE 11	LICENSE NUMBER 6GOA624	ENGINE NUMBER	MISC KC2 10		
VEHICLE IDENTIFICATION NUMBER 5N1AN08U76C557018	MAKE NISS	VLF CLASS AT	*YR 2011	YR MODEL 2006	TYPE VEH 12	DATE ISSUED 8/17/2015	
BODY TYPE MODEL UT	DATE FIRST SOLD 2006	MP G	AX	WC	UNLADEN / G / CGW	TOTAL FEES PAID \$92	CC/ALCO 19/00



PEEL HERE

STICKER INSTRUCTIONS

- 1) CLEAN SURFACE - SCRAPE OFF ACCUMULATED STICKERS (WILL NOT STICK IF WET OR DIRTY).
- 2) REMOVE DECAL BY BENDING PAPER ALONG DOTTED LINE.
- 3) LIFT EDGE OF DECAL AND SLOWLY PEEL.
- 4) PLACE STICKER ON REAR PLATE AS SHOWN BELOW.

**REGISTERED OWNER**  
CAROLANDEROS NANCI ROSALIA  
11115 ELM ST

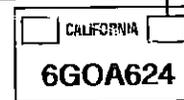
LYNWOOD CA 90262  
LIENHOLDER

93'458 → MARIAZ

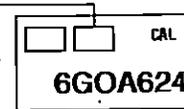


W 0000  
R 00070  
L 00012

VEHICLES:  
In Top Right Corner



MOTORCYCLES ONLY:  
Right Half of This Well



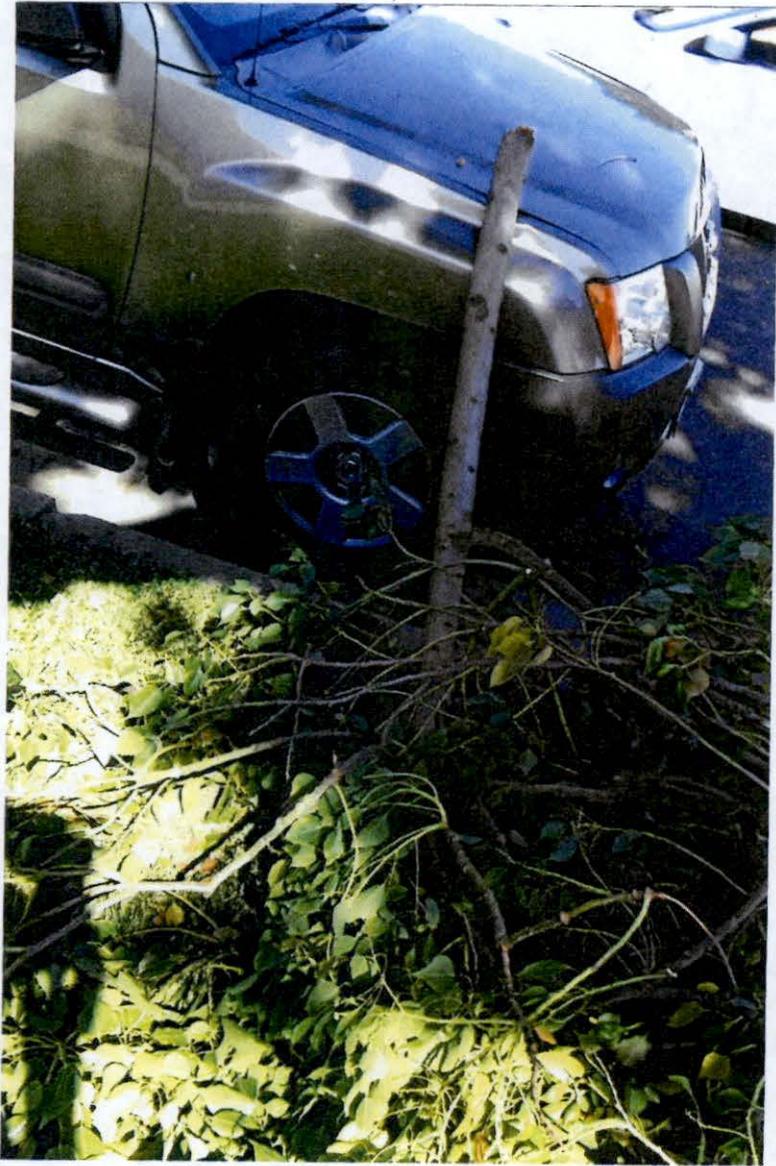
IMPORTANT INSTRUCTIONS ON REVERSE SIDE













# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godínez II, P.E., Director of Public Works / City Engineer  
Elias Saikaly, P.E., Senior Public Works Manager *ES*

SUBJECT: Construction Contract Award  
Long Beach Boulevard Improvement Project  
Project No. 4011.67.993  
Federal Project No. HPLUL 5250 (023)

## Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDING A CONTRACT TO NOBEST INCORPORATED AS THE LOWEST RESPONSIBLE BIDDER IN THE AMOUNT OF \$3,589,848.67 FOR THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT; PROJECT NUMBER 4011.67.993, FEDERAL PROJECT NO. HPLUL 5250 (023), AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$1,800,000 FROM THE UNAPPROPRIATED PROP. C FUND TO THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

## Background:

The Long Beach Boulevard Improvement Project, from Imperial Highway to Tweedy Boulevard, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Federal funds, Caltrans, and Prop. C Funds, administered by the Metropolitan Transportation Authority (MTA).

This project entails the rehabilitation of street pavement, replacement of damaged curbs and gutters, driveway approaches, sidewalks, wheelchair ramps, pavement striping and signage, new bus pads, and the removal and replacement of all median islands with native California plants, shrubs and trees and a new irrigation system.

The improvements on Long Beach Boulevard also include the construction of four Bio Filtration systems. This filtration system will be installed in advance of the storm drain system where it allows the storm water to enter a landscaped filtration system and infiltrate. Any storm water overflow will then be diverted to the existing catch basin.



**Discussion & Analysis:**

On June 6, 2016, the Notice Inviting Bids for the project was advertised in the Lynwood Press Wave, Bid America, F.W. Dodge and on the City's web site. The bid opening took place in the office of the City Clerk on Tuesday, July 12, 2016 at 2:00 P.M. (Pacific Time). The following five bids were received:

RANK	CONTRACTOR	BASE BID
1	NOBEST, INC.	\$ 3,589,848.67
2	SULLY-MILLER CONTRACTING COMPANY	\$ 3,913,367.00
3	ALL AMERICAN ASPHALT	\$ 3,922,955.00
4	EXCEL PAVING	\$ 4,216,508.76
5	SIALIC CONTRACTORS DBA SHAWNEN	\$ 4,814,507.60

Nobest Incorporated was the apparent lowest responsible bidder based on its low base bid of \$3,589,848.67. A reference check of previous performance reveals that this contractor has the necessary experience for this type of project.

The Long Beach Boulevard Improvement Project is eligible for the use of Prop. C funding and the City has received a confirmation from MTA to use Prop. C funds for the construction work, construction management and construction administration (by staff).

**Fiscal Impact:**

The cost estimate for this phase of the project includes the following:

▪ Construction Contract:	\$ 3,589,848.67
▪ Construction Contingencies 10%:	358,984.87
▪ Construction Administration 10%:	358,984.87
▪ Construction Management & Inspection 10%:	<u>358,984.87</u>
<b>TOTAL</b>	<b>\$ 4,666,803.27</b>

This project is federally funded and administered by Caltrans in the amount of \$2,932,760. The remaining balance of \$1,734,043.27 will be covered by Proposition C Funds.

Coordinated With:

City Attorney's Office  
City Clerk's Office  
Finance Department

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDING A CONTRACT TO NOBEST INCORPORATED AS THE LOWEST RESPONSIBLE BIDDER IN THE AMOUNT OF \$3,589,848.67 FOR THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT; PROJECT NUMBER 4011.67.993, FEDERAL PROJECT NO. HPLUL 5250 (023), AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$1,800,000 FROM THE UNAPPROPRIATED PROP. C FUND TO THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, the Long Beach Boulevard Improvement Project, from Imperial Highway to Tweedy, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Federal funds (Caltrans) and Metropolitan Transportation Authority (MTA); and

**WHEREAS**, on June 6, 2016, the Notice Inviting Bids for the project was advertised in the Lynwood Press Wave, Bid America, F.W. Dodge and on the City's web site; and

**WHEREAS**, the Long Beach Boulevard Improvement Project is eligible for the use of Prop. C Fund. Engineering staff has requested from MTA an appropriation of funds in the amount of \$1,800,000 to cover the cost of the construction work, construction management and construction administration; and

**WHEREAS**, the Long Beach Boulevard Improvement Project is partially funded by Federal funds in the amount of \$2,932,760 and administered by the State Department of Transportation (Caltrans); and

**WHEREAS**, the bid opening took place in the office of the City Clerk on Tuesday, July 12, 2016 at 2:00 P.M. (Pacific Time). The following five bids were received:

RANK	CONTRACTOR	BASE BID
1	NOBEST, INC.	\$ 3,589,848.67
2	SULLY-MILLER CONTRACTING COMPANY	\$ 3,913,367.00
3	ALL AMERICAN ASPHALT	\$ 3,922,955.00
4	EXCEL PAVING	\$ 4,216,508.76
5	SIALIC CONTRACTORS DBA SHAWNAN	\$ 4,814,507.60

**WHEREAS**, the Director of Public Works / City Engineer has ascertained that Nobest Incorporated, was the apparent lowest responsible bidder for its base bid of \$3,589,848.67; and

**WHEREAS**, a reference check has revealed that this contractor has the necessary experience for this type of project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:**

**Section 1.** That the Long Beach Improvement Project, Project No. 4011.67.993, Federal Project No. HPLUL 5250 (023) is in accordance with the California Environmental Quality Act (CEQA) and is categorically exempt pursuant to section 15301 (C) of the CEQA Guidelines pertaining to statutory exemptions.

**Section 2.** That the contract for the Long Beach Improvement Project, Project No. 4011.67.993, Federal Project No. HPLUL 5250 (023) be awarded to Nobest Incorporated, for its low bid of \$3,589,848.67.

**Section 3.** The City Council of the City of Lynwood authorizes the City Manager to appropriate funds from the unappropriated Prop. C fund for Long Beach Improvement Project, as follows;

<b>From</b>	<b>To</b>
Unappropriated Prop. C Fund	Long Beach Improvement Project Project No. 4011.67.993
\$1,800,000	\$1,800,000

**Section 4.** That the Mayor is hereby authorized to execute the agreement between the City of Lynwood and Nobest Incorporated.

**Section 5.** This resolution shall take effect immediately upon its adoption.

**Section 6.** The City Clerk shall certify as to the adoption of this City Council Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August, 2016.**

\_\_\_\_\_  
Edwin E. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
María Quiñónez  
City Clerk

\_\_\_\_\_  
J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
David A. Garcia  
City Attorney

\_\_\_\_\_  
Raul Godínez II, P.E.  
Director of Public Works /City Engineer

STATE OF CALIFORNIA        )  
  )  
COUNTY OF LOS ANGELES    )       §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of \_\_\_\_\_, \_\_\_\_\_, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
City Clerk, City of Lynwood

STATE OF CALIFORNIA        )  
  )  
COUNTY OF LOS ANGELES    )       §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. \_\_\_\_\_ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
City Clerk, City of Lynwood



# AGENDA STAFF REPORT

**DATE:** August 2, 2016

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** J. Arnoldo Beltrán City Manager *JAB* *RG*

**PREPARED BY:** Raul Godínez II, P.E., Director of Public Works/City Engineer  
Lorry Hempe, Public Works Special Projects Manager  
Jose Molina, Utility Services Manager

**SUBJECT:** Approval of an Agreement with Applied Technology to Update the Radio Path Study for the SCADA Project

## Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT WITH APPLIED TECHNOLOGY TO UPDATE THE RADIO PATH STUDY AS IT RELATES TO THE SCADA PROJECT."

## Background:

On July 19, 2016, the City Council adopted an Urgency Ordinance amending Section 6-3.10 of the Lynwood Municipal Code on the purchasing authority limits. Under the urgency ordinance, the City Manager is precluded from approving legal or consulting contracts. To conform to the urgency ordinance adopted by the City Council, staff is recommending that the City Council approve a Consulting Services Agreement with Applied Technology to update the Radio Path Study.

The City of Lynwood's Water Division currently utilizes a 1993 vintage Supervisory Control and Data Acquisition (SCADA) system to assist Public Works' staff in operating and managing the various facilities of the City's water infrastructure system. Given its age and current wear, the system is in need of a major upgrade and should be replaced. The new SCADA system will allow staff to monitor and control the operation of the City's water system 24/7 on-site or remotely. This improved ability to monitor the system will increase the operational efficiency by maximizing the use of ground water and minimizing the need for imported MWD water, which is more costly.

On March 1, 2016, the City Council approved a contract with Cannon to complete the plans and specifications for the SCADA project (CIP NO. 4011.67.897). On March 12, 2011, Applied Technology prepared the "Lynwood Water Department Ethernet Radio Site Survey Report", known as a Radio Path Study. The purpose of that report is to test the feasibility and quality of a proposed wireless Ethernet SCADA link between the Public Works Yard at 11750 S. Alameda Street and the identified remote sites.

**Discussion & Analysis:**

The City's Water Master Plan recommended the provision of a new SCADA system at the City's water operating yard to facilitate the monitoring and automatic operation of the pumping systems, including the City's interconnection with the MWD feeder. The City's existing system is not user-friendly and its capabilities are limited. For instance, there is no report generation to indicate the peak flow or lowest flow during the year. The closest data, available by manipulation of existing data, is the monthly production rate. It is uncertain whether upon loss of the control room remote terminal unit a new one is available, and it is uncertain whether a backup program could be downloaded in a reasonable time to prevent major service disruption.

What is left to complete is the preparation of the site plans detailing the locations of the Programmable Logic Controller (PLC) panels, antennas and antenna cable routing at some of the remote water facilities.

To expedite the completion of the design and specifications, staff recommends that the City Council approves a contract with Applied Technology to update the Radio Path Study and verify remote site locations to ensure a clear path for communications. This information is needed for Cannon to complete the plans and specifications for the SCADA project.

**Fiscal Impact:**

No additional funding is needed. The recommended services for a budget of not to exceed \$15,000 is included in the approved FY17 Budget for CIP 4011.67.897.

Staff recommends that the City Council authorize the City Manager to amend the Agreement for additional services in an amount not to exceed \$3,750.

Coordinated With:

Finance Department  
City Manager's Office  
City Attorney's Office

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT WITH APPLIED TECHNOLOGY TO UPDATE THE RADIO PATH STUDY AS IT RELATES TO THE SCADA PROJECT**

**WHEREAS**, the evaluation and design of the Supervisory Control and Data Acquisition (SCADA) system for the City of Lynwood's water infrastructure system is listed in the Capital Improvement Program for Fiscal Year 2017; and

**WHEREAS**, the City's Water Master Plan recommended the provision of a new SCADA system at the City's water operating yard to facilitate the monitoring and automatic operation of the pumping systems, including the City's interconnection with the MWD feeder; and

**WHEREAS**, the City Council approved a contract with Cannon to finalize the plans and specifications ; and

**WHEREAS**, on March 12, 2011, Applied Technology prepared the "Lynwood Water Department Ethernet Radio Site Survey Report", known as a Radio Path Study; and

**WHEREAS**, The purpose of that report is to test the feasibility and quality of a proposed wireless Ethernet SCADA link between the Public Works Yard at 11750 S. Alameda Street and the identified remote sites; and

**WHEREAS**, Cannon to finalize the plans and specifications require an update of the Radio Path Study.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:**

**Section 1.** That the City Council approves the Consulting Services Agreement between the City and Applied Technology in the amount not to exceed \$15,000.

**Section 2.** That the Mayor is hereby authorized to execute the Consulting Services Agreement in a form approved by the City Attorney.

**Section 3.** That the City Manager or designee is authorized to amend the Consulting Services Agreement to obtain additional services as needed not to exceed \$3,750.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**Section 5.** The City Clerk shall certify as to the adoption of this City Council Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August, 2016.**

\_\_\_\_\_  
Edwin Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Quiñonez  
City Clerk

\_\_\_\_\_  
J. Arnoldo Beltrán  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
David A. Garcia  
City Attorney

\_\_\_\_\_  
Raul Godinez II, P.E.  
Director of Public Works / City Engineer



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: David A. Garcia, City Attorney

SUBJECT: SECOND READING OF ORDINANCE; ADOPT BY TITLE AND WAIVE READING, ORDINANCE NO. 1686, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTION 6-3.10 OF THE LYNWOOD MUNICIPAL CODE ON PURCHASING AUTHORITY LIMITS AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

## Recommendation:

Staff recommends that the City Council waive reading and adopt Ordinance No. 1686; entitled; "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTIONS 6-3.10 ON PURCHASING AUTHORITY LIMITS, AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL."

## Background:

The City Council introduced the attached ordinance for first reading on July 19, 2016.

**Fiscal Impact:** N/A

Coordinate With:

City Attorney's Office

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**ORDINANCE NO. 1686**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING SECTIONS 6-3.10 OF THE LYNWOOD MUNICIPAL CODE CONTRACTS**

**WHEREAS**, the provision of the Lynwood Municipal Code (the "Code") regarding the City Manager's authority to purchase supplies and equipment and contracting for professional services has not been updated in decades; and

**WHEREAS**, City of Lynwood ("City") staff has advised the City Council and Lynwood community of the City's ongoing structural deficit. A combination of circumstances has resulted in projected deficits far beyond the City's capacity to absorb them; and

**WHEREAS**, the City is experiencing reduced revenues and difficulty for the City in meeting its financial needs; and

**WHEREAS**, the City will benefit by adjusting in a more narrow fashion the spending authority set forth in Section 6-3.10 of the Lynwood Municipal Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES ORDAIN AS FOLLOWS:**

**Section 1.** That Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code is amended to read:

**6-3.10 Purchasing Authority Limits**

**6-3.10 City Manager Authority:**

The city manager or his/her duly authorized designee shall be authorized to sign on behalf of the city all purchase orders or contracts for procuring supplies, equipment, and routine services that do not include any legal or consulting services, and professional/special services which do not exceed a total contract or purchase order amount of fifteen thousand dollars (\$15,000.00) in any one year period. (Code 1972 §2-59; Ord. #1084, §1; Ord. #1571, §3)

**Section 2.** That Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code shall be replaced with this section:

The city manager or his/her duly authorized designee shall be authorized to sign on behalf of the city all purchase orders or contracts for procuring supplies, equipment, and routine services that do not include any legal or consulting services, which do not exceed a total contract or purchase order amount of fifteen thousand dollars (\$15,000.00) in any one year period.

**Section 3.** This Ordinance shall become effective immediately upon its adoption and shall remain effective until the effective date of any superseding ordinance and adjustment to Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code, if revised by a 4/5 vote of the City Council.

**Section 4.** The City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

**First read at a regular meeting of the City Council held on the 19<sup>th</sup> day of July, 2016 and adopted and ordered published at a regular meeting of said Council held on the 2<sup>nd</sup> day of August, 2016.**

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August, 2016.**

\_\_\_\_\_  
Edwin E. Hernandez, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Quiñonez, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
David A. Garcia, City Attorney

\_\_\_\_\_  
J. Arnoldo Beltrán, City Manager



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council  
Honorable President and Members of the Lynwood Utility Authority

APPROVED BY: Arnaldo Beltran, City Manager/Executive Director *AB*

PREPARED BY: Amanda Hall, Director of Finance *AH*

SUBJECT: Approval of Bond Counsel and Bond Underwriter for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale

### Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority adopt the attached resolution entitled:

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL
- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

### Background:

Requests for Qualifications were sent to ten (10) bond counsel firms and thirteen (13) bond underwriter firms. Responses were received from the following firms:

Bond Counsel Firms	Bond Underwriter Firms
Hawkins Delafield & Wood LLP	Cabrera Capital Markets
Jones Hall	Hilltop Securities
Kronick, Moskovitz, Tiedemann & Girard	Piper Jaffray & Co.

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Norton Rose Fulbright US LLP	Ramirez & Co.
Nossaman LLP	Raymond James & Associates, Inc
Orrick, Herrington & Sutcliffe LLP	RBC Capital Markets, LLC
Richards Watson & Gershon	Stifel, Nicolaus & Company, Inc.
Sidley Austin LLP	
Stradling Yocca Carlson & Rauth	

After careful consideration of the responses received, the following firms were selected for in-person interviews:

Bond Counsel Firms	Bond Underwriter Firms
Hawkins Delafield & Wood LLP	Hilltop Securities
Nossaman LLP	Ramirez & Co.
Orrick, Herrington & Sutcliffe LLP	RBC Capital Markets, LLC
	Stifel, Nicolaus & Company, Inc.

Interviews were held at City Hall on May 24, 2016. The interview panel included the City Manager, Finance Director, and Lalo Trujillo, Financial Advisor, Mission Trail Advisors.

All firms interviewed demonstrated good knowledge of the City and Lynwood Utility Authority, and showed that they would each be capable of assisting the City and Authority with the proposed bond refinancing as well as any subsequent bond financing where their services might be needed. Upon deliberation, the interview panel concluded that Nossaman LLP and Ramirez & Co. stood out from the group and should be selected as bond counsel and bond underwriter, respectively.

**Discussion and Analysis:**

Staff recommends that the City and Authority accept the selection of Nossaman LLP and Ramirez & Co. as bond counsel and bond underwriter, respectively, for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

**Fiscal Impact:**

The approval of the recommended firm selections has no fiscal impact to the City or Authority as their fees, which will be negotiated to reflect market rates, will be paid from the proposed bond refinancing.

At present, considering current market rates and all fees and costs, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding. However, the staff will also explore and present to City Council and the Authority Board

potential options to leverage the savings for new bonds the proceeds from which can be used to fund new projects.

RESOLUTION NO. \_\_\_\_\_

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL**

**WHEREAS**, the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds are eligible for refunding; and

**WHEREAS**, given current market conditions, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding; and

**WHEREAS**, staff recommends refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

**WHEREAS**, staff recommends the selection of Nossaman LLP as bond counsel for the proposed refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1.** The City Council and the Lynwood Utility Authority authorizes the Mayor/President to execute a contract with Nossaman LLP as bond counsel for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A public sale.

**Section 2.** This resolution shall become effective immediately upon its adoption.

**Section 3.** The City Clerk shall certify as to the adoption of this City Council and Lynwood Utility Authority Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August 2016.**

\_\_\_\_\_  
Edwin Hernandez, Mayor/President

**ATTEST:**

Maria Quinonez  
City Clerk/Secretary

Amanda Hall  
Finance Director

**APPROVED AS TO FORM:**

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David A. Garcia  
City Attorney/Authority Counsel

RESOLUTION NO. \_\_\_\_\_

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL**

**WHEREAS**, the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds are eligible for refunding; and

**WHEREAS**, given current market conditions, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding; and

**WHEREAS**, staff recommends refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

**WHEREAS**, staff recommends the selection of Ramirez & Co. as underwriter for the proposed refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds and

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1.** The City Council and the Lynwood Utility Authority authorizes the Mayor/President to execute a contract with Ramirez & Co. as underwriter for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A public sale.

**Section 2.** This resolution shall become effective immediately upon its adoption.

**Section 3.** The City Clerk shall certify as to the adoption of this City Council and Lynwood Utility Authority Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August 2016.**

\_\_\_\_\_  
Edwin Hernandez, Mayor/President

**ATTEST:**

\_\_\_\_\_  
Maria Quinonez  
City Clerk/Secretary

\_\_\_\_\_  
Amanda Hall  
Finance Director

**APPROVED AS TO FORM:**

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David A. Garcia  
City Attorney/Authority Counsel

This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. A person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

Procedures for Addressing the Council

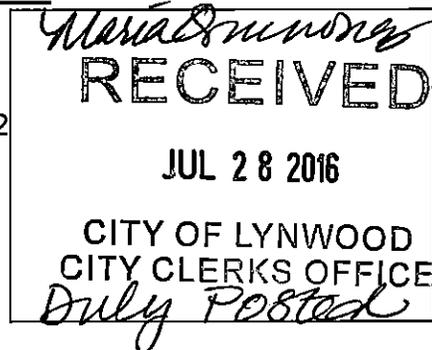
IN ORDER TO EXPEDITE CITY COUNCIL BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE COUNCIL FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE CITY CLERK PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE COUNCIL IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE COUNCIL.

AGENDA ITEMS ON FILE FOR CONSIDERATION  
AT THE REGULAR MEETING OF  
**THE LYNWOOD PUBLIC FINANCING AUTHORITY**

TO BE HELD ON AUGUST 2, 2016  
6:00 P.M.

**COUNCIL CHAMBERS**  
11330 BULLIS ROAD, LYNWOOD, CA 90262

**EDWIN HERNANDEZ**  
PRESIDENT



**AIDE CASTRO**  
VICE PRESIDENT

**SALVADOR ALATORRE**  
MEMBER

**MARIA T. SANTILLAN-BEAS**  
MEMBER

**JOSE LUIS SOLACHE**  
MEMBER

CHIEF ADMINISTRATIVE OFFICER  
J. ARNOLDO BELTRÁN

FINANCE DIRECTOR  
AMANDA HALL

SECRETARY  
MARIA QUINONEZ

CITY TREASURER  
GABRIELA CAMACHO

AUTHORITY COUNSEL  
DAVID A. GARCIA

**OPENING CEREMONIES**

1. CALL TO ORDER
2. ROLL CALL OF MEMBERS

Salvador Alatorre  
Maria T. Santillan-Beas  
Jose Luis Solache  
Aide Castro  
Edwin Hernandez

3. CERTIFICATION OF AGENDA POSTING BY SECRETARY

4. GOVERNMENT CODE SECTION 54954.3
- Members of the City Council are also members of Lynwood Public Financing Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an Additional Stipend of \$100 for Attending the Lynwood Public Financing Authority Meeting. Further, the Authority is scheduled to meet four (4) times per year. If additional meetings are required beyond the scheduled four (4) meetings, the City Council will only get paid for the first four (4) meetings.

**PUBLIC ORAL COMMUNICATIONS**  
**(Regarding Agenda Items Only)**

**NON-AGENDA PUBLIC ORAL COMMUNICATIONS**

THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE LYNWOOD PUBLIC FINANCING AUTHORITY ON ITEMS WITHIN THE JURISDICTION OF THE LYNWOOD PUBLIC FINANCING AUTHORITY AND NOT LISTED ON THE AGENDA. IF AN ITEM IS NOT ON THE AGENDA, THERE SHOULD BE NO SUBSTANTIAL DISCUSSION OF THE ISSUE BY THE LYNWOOD PUBLIC FINANCING AUTHORITY, BUT LYNWOOD PUBLIC FINANCING AUTHORITY MEMBERS MAY REFER THE MATTER TO THE STAFF OR SCHEDULE SUBSTANTIVE DISCUSSION FOR A FUTURE MEETING.

(The Ralph M. Brown Act, Government Code Section 54954.2 (a).)

**CONSENT CALENDAR**

All matters listed under the Consent Calendar will be acted upon by one motion affirming the action recommended on the agenda. There will be no separate discussion on these items prior to voting unless members of the Authority or staff request specific items be removed from the Consent Calendar for separate action.

5. TREASURER'S QUARTERLY INVESTMENT REPORT

Comments:

The purpose of this item is to have the Honorable President and Members of the Lynwood Public Finance Authority review the Treasurer's Quarterly Investment Report as required by State Statutes. (CT)

Recommendation:

It is recommended that the President and Members of the Lynwood Public Finance Authority receive and file the attached Quarterly Investment Report for the 4<sup>th</sup> quarter ending June 30, 2016.

**ADJOURNMENT**

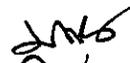
THE LYNWOOD PUBLIC FINANCING AUTHORITY MEETINGS WILL BE POSTED AS NEEDED. THE NEXT MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable President and Members of the Public Finance Authority

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: Gabriela Camacho, City Treasurer   
Sheila Harding, Deputy City Treasurer

SUBJECT: Treasurer's Quarterly Investment Report

## Recommendation:

It is recommended that the President and Members of the Lynwood Public Finance Authority receive and files the attached Quarterly Investment Report. The following information provided in this report highlights the investment activity for the 4<sup>th</sup> quarter ending June 30, 2016.

## Background:

Due to the crisis caused by the Orange County investment pool, the State Legislature in 1995 enacted SB564 and SB866. These laws were enacted as State Statutes to impose certain mandates regarding investments with public funds. The statutes have imposed the following mandates:

1. Annual adoption of an Investment Policy that incorporates changes mandated by the State.
2. Quarterly Investment Reports presented to the Legislative Body or Board Members.
3. Restriction on the use of certain investment instruments.

The purpose of the Treasurer's report is to update the City Council and the public of the status of the City's cash balances, investments and highlight changes from one period to another. This report includes reconciliation between cash and investment balances, a schedule of all investments, and a report providing information on all investment types, costs, interest rates, maturity dates and current market value.



The market value of securities fluctuates, depending on how interest rates perform. When interest rates decrease, the market value of the securities in the City's portfolio will likely increase and when the interest rates increase, the market value of the securities will likely decrease. The City's practice is to buy and hold investments until maturity so changes in the market price do not affect the City's investment principal.

Short-term excess cash is primarily invested in the Local Agency Investment Fund (LAIF) administered by the State Treasurer. LAIF is a high quality investment available in terms of safety, liquidity and yield. The City's cash and investment portfolio is sufficiently liquid to meet expected expenditures for the coming six months.

The majority of property tax revenues are received from the County in December and April. The vast majority of cash held by the City is deposited into the Local Agency Investment Fund and can be withdrawn at any time.

There are eight petty cash funds totaling \$3,300.00 currently being used by various departments. There are two change funds totaling \$640.00; Water Billing \$600.00 and Recreation \$40.00.

The total amount of Non Sufficient Funds (NSF) from customers for the 4<sup>th</sup> quarter reporting is \$2,016.42 of which, \$1,365.45 has been collected. The remaining balance of Non Sufficient Funds for the 4<sup>th</sup> quarter outstanding is \$650.97.

The market valuation is provided by FTN Main Street Capital Advisors and all of the investments are in compliance with California Government Code Sections 53600 et seq. and the City's investment policy.

Reports prepared by FTN Main Street Capital Advisors are as follows:

- Portfolio Summary
- Investment Policy Compliance Report
- Historical Earnings & Book Rate
- Portfolio Summary - Management
- Portfolio Details – Investments Report
- Inventory by Maturity Report
- Credit Rating Report
- Interest Earnings Report
- Accrued Interest Report
- Cash Reconciliation Report
- Monthly Economic & Market Update Report

**Fiscal Impact:**

The action recommended in this report will not have a fiscal impact on the City.

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 June 30, 2016

MASTER SUMMARY

DESCRIPTION	MARKET VALUE	PERCENTAGE (%) PORTFOLIO	AVERAGE DAYS TO MATURITY
INVESTMENTS*	29,125,334.56	100%	*
CERTIFICATE OF DEPOSIT/TIME DEPOSIT/ MONEY MARKET/CUSTODY HOLDINGS	3,433,340.33		
CHECKING ACCOUNT	10,942,779.51		
<b>TOTAL AVERAGES</b>	<b>\$ 14,376,119.84</b>		

TOTAL INVESTMENTS & AVERAGES \$ 43,501,454.40

  
 \_\_\_\_\_  
 Gabriela Camacho  
 City Treasurer

*I certify that this report accurately reflects all pooled investment policy statements adopted by the City Council on August 15, 1995. A copy of this policy is available at the office of the City Clerk. The Investment Program herein shown provides sufficient cash flow liquidity to meet 3 to 6 months estimated expenditures.*

\*See Report Prepared by Main Street Capital Advisors

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 30-Jun-16

PORTFOLIO SUMMARY

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE
*Money Market Funds	\$ 591,708.94	\$ 591,708.94	\$ 591,708.94
LAIF	\$ 18,598,109.09	\$ 18,598,109.09	\$ 18,598,109.09
Corporate Notes	\$ 2,250,000.00	\$ 2,271,600.00	\$ 2,251,898.19
Federal Agency	\$ 1,000,000.00	\$ 1,011,280.00	\$ 999,557.40
Treasury Coupon Securities	\$ 1,000,000.00	\$ 1,011,115.00	\$ 994,077.17
Federal Agency - Callable	\$ 500,000.00	\$ 500,400.00	\$ 500,000.00
CD-FDIC	\$ 5,097,000.00	\$ 5,141,121.53	\$ 5,095,693.12
<b>TOTAL</b>	<b>\$ 29,036,818.03</b>	<b>\$ 29,125,334.56</b>	<b>\$ 29,031,043.91</b>

\*Money Market Fund held at Goldman Sach

**Schedule of City Cash & Investments:** This schedule provides information on the cash and investments managed by the City.

<u>Time Deposit/MM/Certificate of Deposit</u>	<u>Balance</u>	<u>Maturity Date</u>	<u>Interest</u>
JP Morgan Chase (Section 108)	\$ 123,732.54	N/A	\$ 24.66
JP Morgan Chase - Money Market Account	\$ 1,858,823.56	N/A	\$ 370.40
JP Morgan Chase - Parking Enforcement	\$ 1,446,246.54	N/A	\$ 282.42
US Bank - City of Lynwood	\$ 4,537.69	N/A	\$ -
<b>TOTAL</b>	<b>\$ 3,433,340.33</b>		<b>\$ 677.48</b>

<u>Corporate Checking Accounts</u>	<u>Balance</u>
General Account	\$ 6,295,369.95
US Bank - City HCDA	\$ 33,454.79
US Bank - City Home Program	\$ 34,144.00
US Bank - Economic Development	\$ 15,397.71
US Bank - Housing Authority A	\$ 6,772.17
US Bank - Housing Authority B	\$ 18,000.09
US Bank - Lyn Tr. Center Unf Wrkr	\$ 2,791.24
US Bank - City of Lynwood	\$ 49,028.48
US Bank - RORF Successor Agency	\$ 1,662,536.44
US Bank - Taxable Tabs Housing Proj.	\$ 1,834,809.45
US Bank - US Dept. of HUD/Section 108	\$ 170,048.96
US Bank - Lynwood Disaster Relief Fund	\$ 5,000.00
US Bank - Settlement Remittance Fund	\$ 738,109.23
US Bank - Housing Authority	\$ 77,317.00
<b>TOTAL</b>	<b>\$ 10,942,779.51</b>

CITY OF LYNWOOD  
 QUARTERLY INVESTMENT REPORT  
 June 30, 2016

**Schedule of City Cash & Investments:** This schedule provides information on the cash and investments managed by the City.

<u>Money Market/Certificate of Deposit (CD)</u>	Balance	Quarterly Interest	Interest Credit F/Y to Date
JP Morgan Chase - Section 108 MMA	\$ 123,732.54	\$ 24.66	\$ 65.65
JP Morgan Chase - Money Market Account	\$ 1,858,823.56	\$ 370.40	\$ 986.42
JP Morgan Chase - Parking Enforcement	\$ 1,446,246.54	\$ 282.42	\$ 711.74
US Bank - City of Lynwood	\$ 4,537.69		
<b>Total</b>	<b>\$ 3,433,340.33</b>	<b>\$ 677.48</b>	<b>\$ 1,763.81</b>

Demand Deposits

General Account	\$ 6,295,369.95
US Bank - Economic Development	\$ 15,397.71
US Bank - Housing Authority A	\$ 6,772.17
US Bank - Housing Authority B	\$ 18,000.09
US Bank - City HCDA	\$ 33,454.79
US Bank - City Home Program	\$ 34,144.00
US Bank - Taxable Tabs	\$ 1,834,809.45
US Bank - Lyn Tr. Center Unf Wrkr	\$ 2,791.24
US Bank - Money Market Account	\$ 49,028.48
US Bank - US Dept. of HUD/Section 108	\$ 170,048.96
US Bank - RORF Successor Agency	\$ 1,662,536.44
US Bank - Lynwood Disaster Relief Fund	\$ 5,000.00
US Bank - Settlement Remittance Fund	\$ 738,109.23
US Bank - Housing Authority	\$ 77,317.00
<b>Total</b>	<b>\$ 10,942,779.51</b>

Money Market Fund - A Money Market fund is a type of mutual fund that invest in short term debt securities of agencies of the U.S. Government, banks, corporations and U.S. Treasury Bills.

Some advantages of a money market fund over savings and CDs are high liquidity, low risk, and competitive yields. The City currently has a total of five MMA accounts within the City's investment portfolio.

Certificate of Deposit - A Certificate of Deposit or CD, is a time deposit. They are similar to savings accounts in that they are insured and relatively risk-free. They are different from savings accounts in that they usually are for a fixed term and a fixed interest rate. CDs are intended to be held until maturity, at which time, the money may be withdrawn together with the accrued interest. The City currently has one CD within the City's investment portfolio

Demand Deposits - Also known as "cash in the bank", this is the balance of the City's checking account with US Bank, from which virtually all obligations are paid.

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 June 30, 2016

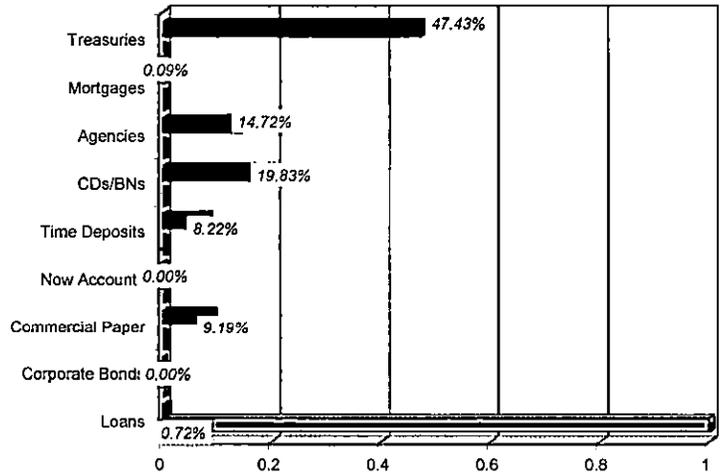
LAIF Daily .51% - Quarterly .47%

Issuer	Investment	Balance	Interest Received	Date Received
State of California	LAIF	\$ 18,598,109.09	\$ 20,974.66	15-Apr-16

**Local Agency Investment Fund (LAIF):**

The Local Agency Investment Fund is managed by the State Treasurer's Office Investment Division through the Pooled Money Investment Account (PIMA). The LAIF allows cities, counties and special districts to place money in a major portfolio and to use the expertise of their Investment Division staff, with no additional cost to taxpayers. Participating agencies can withdraw their funds from the LAIF at any time. The State Treasurer invests money safely and prudently while minimizing the service costs and maximizing the service costs and maximizing the investment yields. These investments help manage cash flow and enhance financial security. The interest earned from the LAIF is distributed quarterly. (See Chart Below)

Pooled Money Investment Account  
 Portfolio Composition  
 70.1 Billion  
 3/31/2016



Large Checks Issued 4th Quarter  
**9,165,107.64**

Issuance Month	Check # Issuance	Amount of Check
Apr-16	183329 BANNAOUN ENGINEERS CONST. CORP.	108,055.61
	183334 CAL-CITY CONTRUCTION INC.	349,092.70
	183355 STEPHEN DORECK EQUIPMENT RENTALS, INC.	200,350.25
	183361 LOS ANGELES COUNTY FIRE DEPARTMENT	484,158.99
	183377 L.A. COUNTY SHERIFF DEPT.	780,997.23
	183459 C.S. LEGACY CONSTRUCTION	330,549.62
	183632 WASTE RESOURCES, INC.	146,598.84
	183656 TOLAR MANUFACTURING CO., INC.	<u>146,936.91</u>
<b>Total</b>		<b><u>2,546,740.15</u></b>
<hr/>		
1-May	183698 BANNAOUN ENGINEERS CONST. CORP.	119,165.86
	183749 L.A. COUNTY SHERIFF DEPT.	784,402.99
	183799 THE BANK OF NEW YORK MELLON	956,114.68
	183815 WELLS FARGO BANK	285,403.13
	183970 WASTE RESOURCES, INC.	123,241.19
	183997 CAL-CITY CONSTRUCTION, INC.	414,289.30
	184013 WATER REPLENISHMENT DISTRICT OF SO. CALIFORNIA	<u>193,416.35</u>
<b>Total</b>		<b><u>2,876,033.50</u></b>
<hr/>		
1-Jun	184029 ALL AMERICAN ASPHALT	247,834.29
	184069 LOS ANGELES COUNTY FIRE DEPARTMENT	483,481.83
	184094 L.A. COUNTY SHERIFF DEPT.	738,773.53
	184182 TOLAR MANUFACTURING CO., INC.	440,810.71
	184264 L.A. COUNTY SHERIFF DEPT.	791,986.88
	184382 CAL-CITY CONSTRUCTION, INC.	93,710.44
	184338 WASTE RESOURCES INC.	150,566.06
	184370 MARTINEZ CONCRETE, INC.	166,074.90
	184378 KALBAN, INC.	111,664.00
	184383 BANNAOUN ENGINEERS CONST. CORP.	247,290.25
184388 CAL-CITY CONSTRUCTION, INC.	<u>270,141.10</u>	
<b>Total</b>		<b><u>3,742,333.99</u></b>

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 30-Jun-16

BALANCES PER MONTH

	<u>2016</u>		2015	
	Jan - Mar	<u>Apr - June</u>	<u>July - Sept</u>	Oct - Dec
Investments Managed by Main Street	\$ 30,055,778.58	\$ <b>29,125,334.56</b>	\$ 30,158,599.30	\$ 25,946,988.38
Cash & Investments	\$ 10,125,847.83	<u>14,376,119.84</u>	\$ 9,816,916.03	\$ 10,379,872.89
<i>Per Treasurer's Reports</i>	<u>\$ 40,181,626.41</u>	<u>\$ 43,501,454.40</u>	<u>\$ 39,975,515.33</u>	<u>\$ 36,326,861.27</u>

BALANCES PER STATEMENT  
 DEMAND DEPOSIT ACCOUNTS

Accounts	Apr-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
US Bank - General Account*	\$ 3,209,932.62	\$ 5,087,592.46	\$ 4,635,424.13	\$ 3,662,100.95
*Local Agency Investment Fund	\$ 19,577,134.43	\$ 20,974.66	\$ -	\$ 19,598,109.09
US Bank - Economic Development	\$ 193,860.67	25,153.02		\$ 219,013.69
US Bank - RORF - Successor Agency	\$ 330,434.52	\$ 22,597.00	\$ -	\$ 353,031.52

Accounts	May-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
US Bank - General Account*	\$ 3,662,100.95	\$ 8,605,816.69	\$ 5,176,496.71	\$ 7,091,420.93
*Local Agency Investment Fund	\$ 19,598,109.09	\$ (1,000,000.00)	\$ -	\$ 18,598,109.09
US Bank - Economic Development	\$ 219,013.69	\$ 7,183.02	\$ -	\$ 226,196.71
US Bank - RORF - Successor Agency	\$ 353,031.52	\$ 1,228.92	\$ -	\$ 354,260.44

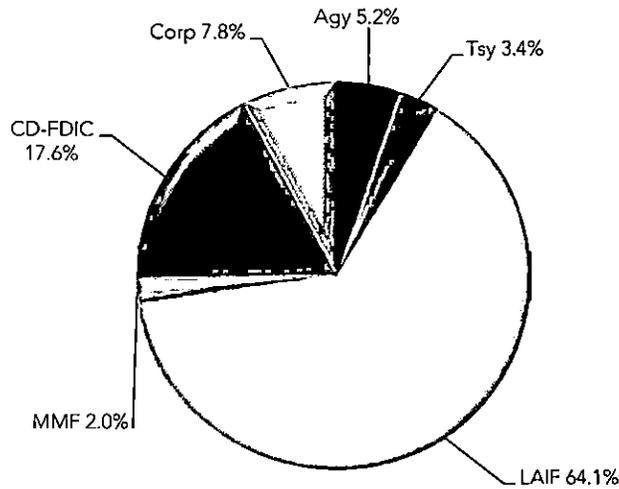
Accounts	Jun-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
US Bank - General Account	\$ 7,091,420.93	\$ 4,991,724.65	\$ 5,787,775.63	\$ 6,295,369.95
*Local Agency Investment Fund	\$ 18,598,109.09	\$ -	\$ -	\$ 18,598,109.09
US Bank - Economic Development	\$ 226,196.71	\$ -	\$ 210,799.00	\$ 15,397.71
US Bank - RORF - Successor Agency	\$ 354,260.44	\$ 1,476,189.00	\$ 167,913.00	\$ 1,662,536.44

\*Funds transferred from LAIF account to the general account to cover expenditures

CITY OF LYNWOOD  
BOND REPORT  
30-Jun-16

TRUSTEE ACCOUNTS	PURCHASE DATE	PAR VALUE	MARKET VALUE
Lynwood Utility Authority Enterprise Refunding Revenue Bond, 2008 Series A BNY Trust Company	May-09	\$9,755,000.00	3,725,094.86
Lynwood Utility Authority Enterprise Revenue Bond 2009 Series A BNY Trust Company	Nov-08	\$5,732,000.00	573,527.44
Lynwood Public Finance Authority Lease Revenue Bond, Civic Center Series 2010A US Bank Corporate Trust Services	Aug-10	\$9,000,000.00	5,134,820.99
Lynwood Redevelopment Agency Tax Allocation Bonds, Series 2011, Series A Fiscal Agent Activities US Bank Corporate Trust Services	Mar-11	\$18,480,000.00	20,227,205.90
Lynwood Redevelopment Agency Tax Allocation Bonds, Series 2011, Series B Fiscal Agent Activities US Bank Corporate Trust Services	Mar-11	\$5,660,000.00	554,544.35
Lynwood Public Financing Authority Lease Revenue Refunding Bonds 2003 A US Bank Corporate Trust Services	Aug-03	\$8,630,000.00	1,397,409.92

**SECTOR ALLOCATION**



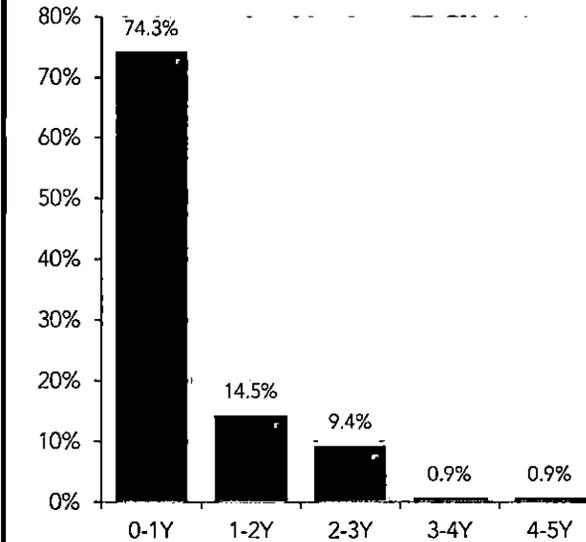
Per Book Value

**ACCOUNT SUMMARY**

	6/30/16	5/31/16
Market Value	\$29,125,335	\$29,077,124
Book Value	\$29,031,044	\$29,020,901
Variance	\$94,291	\$56,224
Par Value	\$29,036,818	\$29,026,918
Net Asset Value	\$100.325	\$100.194
Purchase Yield	0.83%	0.82%
Years to Maturity	0.56	0.54
Effective Duration	0.52	0.50

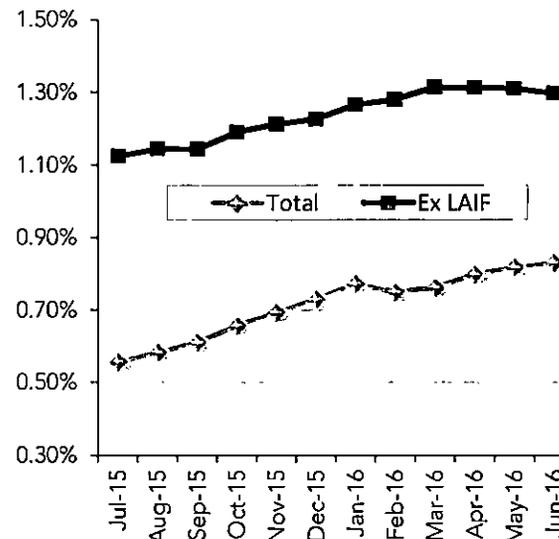
\*Book Value is Amortized

**MATURITY DISTRIBUTION**

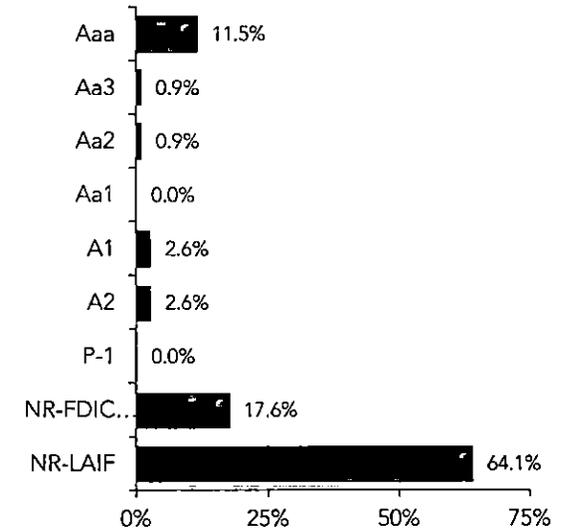


Per Book Value

**MONTH-END PORTFOLIO BOOK YIELD**



**CREDIT QUALITY (MOODY'S)**



NR: Not Rated

**TOP ISSUERS**

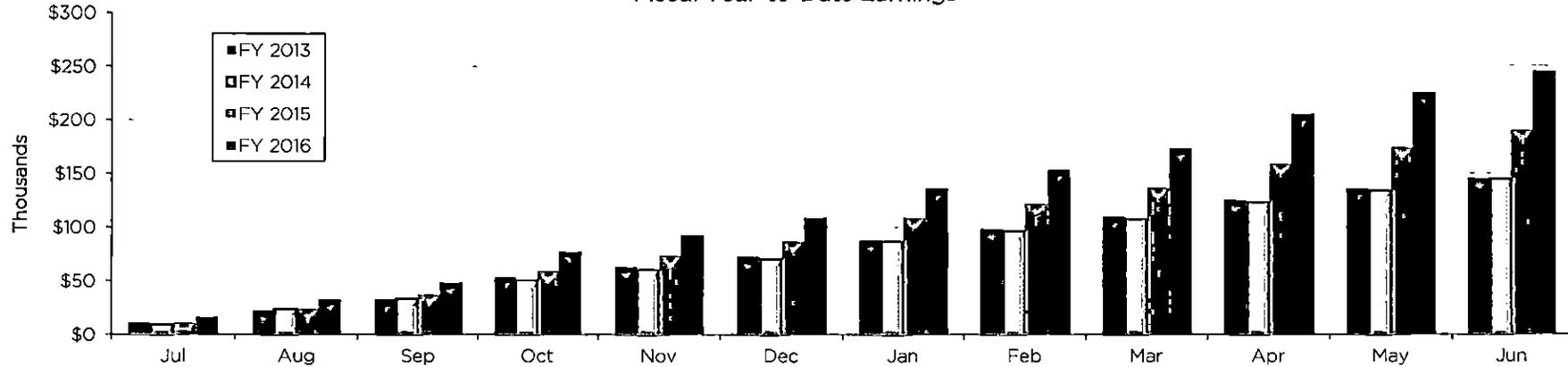
Issuer	% Portfolio
LAIF	64.1%
FHLMC	3.4%
FNMA	3.4%
U.S. Treasury	2.0%
Honda	1.7%
John Deere	0.9%
Exxon	0.9%
Pfizer Inc	0.9%
US Bank	0.9%
BMW Bank	0.9%
General Electric Bank	0.9%
Caterpillar	0.9%
Wells Fargo & Company	0.9%
Toyota Motor Credit Corp.	0.9%
Chevron	0.9%

Per Book Value

Item / Sector	Parameters	In Compliance
Weighted Average Maturity	Weighted Average Maturity (WAM) must be less than 3.0 years	Yes: 0.56 Yrs
Liquidity	At least 30% of the portfolio must have maturities of 1 year or less	Yes: 74.3%
U.S. Treasuries	No sector limit, no issuer limit, maximum maturity 5 years	Yes: 3.4%
U.S. Federal Agencies	50% sector limit, no issuer limit (FHLB, FFCEB, FNMA, FHLMC), maximum maturity 5 years	Yes: 5.2%
Negotiable Certificates of Deposit	30% sector limit, issuer limit no greater than FDIC insured limit (currently \$250,000), max maturity 5 years, issued by national/state charter banks or savings and loan associations	Yes: 17.6%
Non-Negotiable Certificates of Deposit	25% sector limit, no issuer limit, issued by national/state charter banks or savings and loan associations, collateralized according to State Code	Yes: 0.0%
Commercial Paper	25% sector limit, 2% per issuer, maximum maturity 270 days, rated A-1 S&P or P-1 Moody's, issued by a domestic corporation w/ at least \$500 million of assets and A- (S&P) or A3 (Moody;s) long term debt	Yes: 0.0%
LAIF	No sector limit, issuer limit is \$40 million	Yes: \$18.6 (Million)
Corporate Medium Term Notes	30% sectors limit, 2% issuer limit (includes CP in aggregate), maximum maturity 5 years, rated at least A by S&P or A2 by Moody's	Yes: 7.8%
Money Market Mutual Funds	Sector limit 20%, issuer limit 10%, Aaa (S&P) and AAA (Moody's)*	Yes: 2.0%
Collateralized Bank Deposits	No sector limit, collateralized according to State Code	Yes: 0.0%

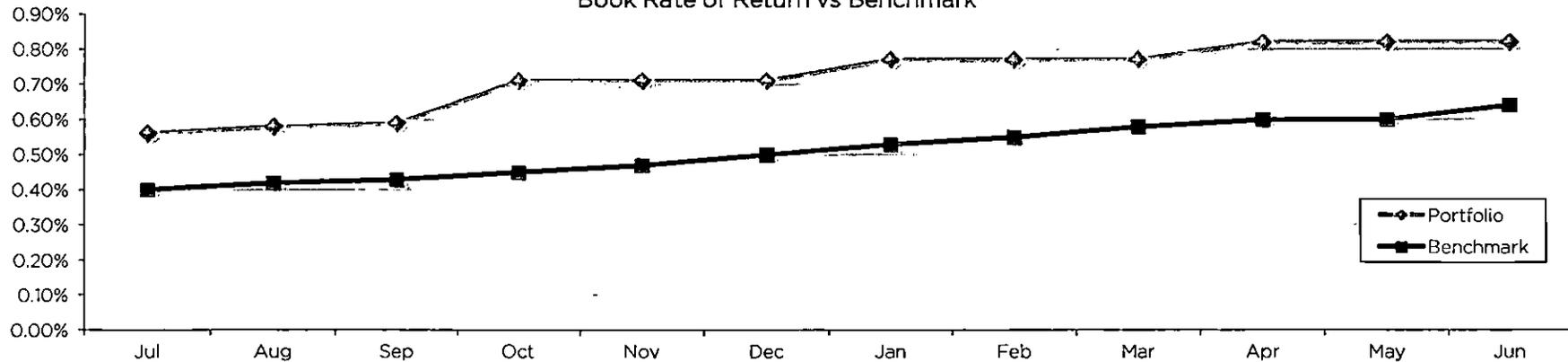
\*MMF are not included in the Investment Policy, but are allowed pursuant to State Code with the provisions listed above  
Securities' market values are derived from the Entity's custodian.

Fiscal Year-to-Date Earnings



Fiscal YTD (\$000s)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2013	\$11.3	\$23.2	\$33.4	\$54.7	\$63.9	\$72.7	\$88.2	\$98.6	\$109.8	\$125.3	\$135.8	\$145.8
FY 2014	\$10.1	\$24.6	\$34.1	\$51.3	\$61.1	\$70.7	\$87.2	\$96.6	\$107.6	\$123.5	\$133.8	\$144.8
FY 2015	\$12.2	\$25.2	\$38.6	\$60.4	\$73.8	\$87.6	\$109.0	\$122.3	\$136.9	\$159.5	\$174.8	\$190.5
FY 2016	\$16.9	\$34.0	\$49.5	\$78.2	\$93.6	\$109.5	\$136.7	\$154.3	\$173.9	\$205.9	\$225.9	\$245.5

Book Rate of Return vs Benchmark



Fiscal YTD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Book Rate of Rtn	0.56%	0.58%	0.59%	0.71%	0.71%	0.71%	0.77%	0.77%	0.77%	0.82%	0.82%	0.82%
Custom Benchmark*	0.40%	0.42%	0.43%	0.45%	0.47%	0.50%	0.53%	0.55%	0.58%	0.60%	0.60%	0.64%
Variance	0.16%	0.16%	0.16%	0.26%	0.24%	0.21%	0.24%	0.22%	0.19%	0.22%	0.22%	0.18%

\*Benchmark: 60% LAIF's Monthly Distribution Rate and 24 Month Moving Average of 40% of the 1-3 Year Agency Index

**Lynwood - Portfolio Management**  
**Portfolio Management**  
**Portfolio Summary**  
**June 30, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Funds	581,708.04	581,708.84	581,708.84	2.04	1	1	0.288	0.290
LAIF	18,598,109.09	18,598,109.09	18,598,109.09	64.06	1	1	0.559	0.587
Corporate Notes	2,250,000.00	2,271,000.00	2,251,898.19	7.76	081	594	1.472	1.492
Federal Agency	1,000,000.00	1,011,280.00	999,557.40	3.44	1,431	492	1.302	1.320
Treasury Coupon Securities	1,000,000.00	1,011,115.00	994,077.17	3.42	1,801	745	1.380	1.409
Federal Agency Callable	500,000.00	500,400.00	500,000.00	1.72	1,095	1,092	1.085	1.100
CD-FDIC	5,087,000.00	5,141,121.53	5,095,693.12	17.55	1,123	542	1.301	1.319
<b>Investments</b>	<b>29,036,818.03</b>	<b>29,125,334.56</b>	<b>29,031,043.91</b>	<b>100.00%</b>	<b>397</b>	<b>203</b>	<b>0.818</b>	<b>0.829</b>

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	19,633.41	245,484.85	245,484.85
Average Daily Balance	29,023,972.96	29,844,554.18	
Effective Rate of Return	0.82%	0.82%	

*Richard Phillips*

7-19-16

FTN Financial Main Street Advisors, Rick Phillips

Reporting period 06/01/2016-06/30/2016  
 Data Updated: SET\_PMM: 07/18/2016 15:03  
 Run Date: 07/18/2016 - 15:03

Portfolio LYNW  
 AP  
 PM (PRF\_PMI) 7.3.0  
 Report Ver. 7.3.5

**Lynwood - Maturity Report**  
**Inventory by Maturity Report**  
**June 30, 2016**

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM		Days to Maturity
												360	365	
9001	10000	LYNL	PA2	LAIF	07/01/2015	18,598,109.09	0.567		18,598,109.09	1	18,598,109.09	0.559	0.567	1
9000	10011	LYN	PA1	Goldman Sach Govt MMF	07/01/2015	591,708.94	0.290		591,708.94	1	591,708.94	0.286	0.290	1
59013JBB4	10077	LYN	MC2	Merick Bank	08/29/2014	248,000.00	0.850	08/29/2016	248,000.00	731	248,000.00	0.840	0.851	59
29976DNQ9	10050	LYN	MC2	Everbank	09/19/2012	245,000.00	0.900	09/14/2016	245,000.00	1,456	245,000.00	0.888	0.901	75
700654AU0	10079	LYN	MC2	Park National Bank	09/22/2014	247,986.37	0.900	09/19/2016	248,000.00	728	248,000.00	0.914	0.927	80
3137EADS5	10061	LYN	FAC	FHLMC	08/29/2013	499,838.40	0.875	10/14/2016	500,000.00	1,142	500,000.00	0.976	0.990	105
140420RA0	10084	LYN	MC2	Capital One Bank	11/26/2014	248,000.00	1.050	11/28/2016	248,000.00	733	248,000.00	1.037	1.051	150
05580ABC7	10087	LYN	MC2	BMW Bank	01/23/2015	250,000.00	0.900	01/23/2017	250,000.00	731	250,000.00	0.889	0.901	206
24422ERN1	10086	LYN	MTN	John Deere	12/29/2014	250,329.47	1.400	03/15/2017	250,000.00	807	250,000.00	1.193	1.210	257
17284CBW3	10059	LYN	MC2	Cit Bank	04/17/2013	150,000.00	0.900	04/17/2017	150,000.00	1,461	150,000.00	0.888	0.901	290
02006LFB4	10071	LYN	MC2	Ally Bank	06/11/2014	248,000.00	1.100	06/12/2017	248,000.00	1,097	248,000.00	1.085	1.100	346
06740KGZ4	10072	LYN	MC2	Barclays Bank	07/03/2014	244,878.58	1.150	07/03/2017	245,000.00	1,096	245,000.00	1.184	1.200	367
856284Y73	10073	LYN	MC2	State Bank of India	08/01/2014	244,869.20	1.200	07/31/2017	245,000.00	1,095	245,000.00	1.234	1.252	395
14912L6D8	10074	LYN	MTN	Caterpillar	08/20/2014	249,952.81	1.250	08/18/2017	250,000.00	1,094	250,000.00	1.250	1.267	413
795450PA7	10044	LYN	MC2	Sallie Mae Bank	08/22/2012	245,000.00	1.700	08/22/2017	245,000.00	1,826	245,000.00	1.678	1.701	417
94974BGB0	10078	LYN	MTN	Wells Fargo & Company	09/09/2014	249,912.94	1.400	09/08/2017	250,000.00	1,095	250,000.00	1.411	1.430	434
90331HMH3	10080	LYN	MTN	US Bank	09/12/2014	250,014.94	1.375	09/11/2017	250,000.00	1,095	250,000.00	1.351	1.370	437
05573J5W0	10100	LYN	MC2	BMO Harris Bank NA	10/21/2015	248,000.00	1.100	10/23/2017	248,000.00	733	248,000.00	1.085	1.100	479
98970T5Y8	10101	LYN	MC2	Zions First Natl Bank	11/03/2015	247,687.89	1.100	11/01/2017	248,000.00	729	248,000.00	1.181	1.197	488
912828UA6	10066	LYN	TRC	U.S. Treasury	01/30/2014	496,574.01	0.625	11/30/2017	500,000.00	1,400	500,000.00	1.106	1.121	517
89233P7E0	10103	LYN	MTN	Toyota Motor Credit Corp.	12/23/2015	249,804.46	1.375	01/10/2018	250,000.00	749	250,000.00	1.408	1.427	558
9497483K1	10107	LYN	MC2	Wells Fargo Bank	02/12/2016	248,000.00	1.150	02/12/2018	248,000.00	731	248,000.00	1.136	1.152	591
20451PNK8	10097	LYN	MC2	Compass Bank	08/31/2015	248,000.00	1.500	03/01/2018	248,000.00	913	248,000.00	1.479	1.500	608
38148JQB0	10088	LYN	MC2	Goldman Sachs Bank	04/08/2015	248,000.00	1.200	04/09/2018	248,000.00	1,097	248,000.00	1.191	1.207	647
20033AJL1	10083	LYN	MC2	Comenity Capital Bank	11/28/2014	247,797.65	1.700	05/25/2018	248,000.00	1,274	248,000.00	1.720	1.744	693
717081DG5	10095	LYN	MTN	Pfizer Inc	07/21/2015	250,047.20	1.500	06/15/2018	250,000.00	1,060	250,000.00	1.469	1.490	714
166764AE0	10105	LYN	MTN	Chevron	01/11/2016	249,555.89	1.718	06/24/2018	250,000.00	895	250,000.00	1.785	1.810	723
02587DZM3	10090	LYN	MC2	American Express Centurion	07/01/2015	248,000.00	1.650	07/02/2018	248,000.00	1,097	248,000.00	1.627	1.650	731
2546714Q0	10075	LYN	MC2	Discover Bank	08/21/2014	244,747.38	1.750	08/20/2018	245,000.00	1,460	245,000.00	1.777	1.802	780
14042RAQ4	10098	LYN	MC2	Capital One NA	10/08/2015	247,726.05	1.650	10/09/2018	248,000.00	1,097	248,000.00	1.677	1.700	830
02665WAC5	10109	LYN	MTN	Honda	03/10/2016	252,177.40	2.125	10/10/2018	250,000.00	944	250,000.00	1.708	1.732	831
3135G0YT4	10067	LYN	FAC	FNMA	03/12/2014	499,719.00	1.625	11/27/2018	500,000.00	1,721	500,000.00	1.627	1.649	879
912828C24	10068	LYN	TRC	U.S. Treasury	03/24/2014	497,503.16	1.500	02/28/2019	500,000.00	1,802	500,000.00	1.673	1.696	972
30231GAP7	10110	LYN	MTN	Exxon	03/10/2016	250,103.08	1.708	03/01/2019	250,000.00	1,086	250,000.00	1.669	1.692	973
3136G3TB1	10114	LYN	MC1	FNMA	06/28/2016	500,000.00	1.100	06/28/2019	500,000.00	1,095	500,000.00	1.085	1.100	1,092
02587CCR9	10082	LYN	MC2	American Express Bk FSB	11/13/2014	248,000.00	2.150	11/13/2019	248,000.00	1,826	248,000.00	2.122	2.151	1,230

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Lynwood - Maturity Report  
Inventory by Maturity Report

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM		Days to Maturity
												360	365	
87195HNN6	10115	LYN	MC2	Synchrony Bank	06/29/2016	248,000.00	1.550	06/29/2021	248,000.00	1,826	248,000.00	1.530	1.551	1,824
Subtotal and Average						29,031,043.91			29,036,818.03		29,036,818.03	0.818	0.829	203
Net Maturities and Average						29,031,043.91			29,036,818.03		29,036,818.03	0.818	0.829	203

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Portfolio LYNW  
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**Lynwood - Credit Rating  
Credit Rating Report  
June 30, 2016  
Sorted by Moody's - Investment Number**

Investment #	Issuer	Security #	Purchase Principal	Book Value	Market Value	Moody's Rating	S&P Rating	Purchase Date	Maturity Date	Days To Maturity	Stated Rate	YTM	% of Total
10011	GSGF	9000	591,708.94	591,708.94	591,708.94	Aaa	AAA	07/01/2015		1	0.290	0.290	2.04
10061	FHLMC	3137EADS5	498,235.00	499,838.40	500,635.00	Aaa	AA+	08/29/2013	10/14/2016	105	0.875	0.990	1.72
10066	USTR	912828UA6	490,722.66	496,574.01	500,410.00	Aaa	AA+	01/30/2014	11/30/2017	517	0.625	1.121	1.71
10067	FNMA	3135G0YT4	499,450.00	499,719.00	510,645.00	Aaa	AA+	03/12/2014	11/27/2018	879	1.625	1.649	1.72
10068	USTR	912828C24	495,371.09	497,503.16	510,705.00	Aaa	AA+	03/24/2014	02/28/2019	972	1.500	1.696	1.71
10110	XOM	30231GAP7	250,115.00	250,103.08	254,062.50	Aaa	AA+	03/10/2016	03/01/2019	973	1.708	1.692	0.86
10114	FNMA	3136G3TB1	500,000.00	500,000.00	500,400.00	Aaa	AA+	06/28/2016	06/28/2019	1,092	1.100	1.100	1.72
<b>SubTotal for Aaa</b>			<b>3,325,602.69</b>	<b>3,335,446.59</b>	<b>3,368,566.44</b>					<b>606</b>	<b>1.036</b>	<b>1.159</b>	<b>11.48</b>
10105	CVX	166764AE0	249,450.00	249,555.89	252,920.00	Aa2	AA-	01/11/2016	06/24/2018	723	1.718	1.810	0.86
<b>SubTotal for Aa2</b>			<b>249,450.00</b>	<b>249,555.89</b>	<b>252,920.00</b>					<b>723</b>	<b>1.718</b>	<b>1.810</b>	<b>0.86</b>
10103	TOY	89233P7E0	249,737.50	249,804.46	251,752.50	Aa3	AA-	12/23/2015	01/10/2018	558	1.375	1.427	0.86
<b>SubTotal for Aa3</b>			<b>249,737.50</b>	<b>249,804.46</b>	<b>251,752.50</b>					<b>558</b>	<b>1.375</b>	<b>1.427</b>	<b>0.86</b>
10080	USB	90331HMH3	250,037.50	250,014.94	251,257.50	A1	AA-	09/12/2014	09/11/2017	437	1.375	1.370	0.86
10095	PFE	717081DG5	250,070.00	250,047.20	252,495.00	A1	AA	07/21/2015	06/15/2018	714	1.500	1.490	0.86
10109	HNDA	02865WAC5	252,472.50	252,177.40	256,682.50	A1	A+	03/10/2016	10/10/2018	831	2.125	1.732	0.87
<b>SubTotal for A1</b>			<b>752,580.00</b>	<b>752,239.54</b>	<b>760,435.00</b>					<b>661</b>	<b>1.668</b>	<b>1.531</b>	<b>2.59</b>
10074	CAT	14912L6D8	249,875.00	249,952.81	250,705.00	A2	A	08/20/2014	08/18/2017	413	1.250	1.267	0.86
10078	WFC	94974BGB0	249,780.00	249,912.94	250,770.00	A2	A	09/09/2014	09/08/2017	434	1.400	1.430	0.86
10086	DE	24422ERN1	251,032.50	250,329.47	250,955.00	A2	A	12/29/2014	03/15/2017	257	1.400	1.210	0.86
<b>SubTotal for A2</b>			<b>750,687.50</b>	<b>750,195.22</b>	<b>762,430.00</b>					<b>368</b>	<b>1.350</b>	<b>1.302</b>	<b>2.58</b>
10000	LAIF	9001	18,598,109.09	18,598,109.09	18,598,109.09	None	None	07/01/2015		1	0.567	0.567	64.06
10044	SLMA	795450PA7	245,000.00	245,000.00	246,505.82	None	None	08/22/2012	08/22/2017	417	1.700	1.701	0.84
10050	FIRALL	29976DNQ9	245,000.00	245,000.00	245,182.42	None	None	09/19/2012	09/14/2016	75	0.900	0.901	0.84
10059	CITBAK	17284CBW3	150,000.00	150,000.00	149,829.89	None	None	04/17/2013	04/17/2017	290	0.900	0.901	0.52
10071	ALLY	02006LFB4	248,000.00	248,000.00	247,880.45	None	None	06/11/2014	06/12/2017	346	1.100	1.100	0.85
10072	BACR	06740KGZ4	244,637.40	244,878.58	244,862.95	None	None	07/03/2014	07/03/2017	367	1.150	1.200	0.84
10073	SBIIN	856284Y73	244,637.40	244,869.20	245,191.59	None	None	08/01/2014	07/31/2017	395	1.200	1.252	0.84
10075	DISC	2546714Q0	244,527.15	244,747.38	250,262.35	None	None	08/21/2014	08/20/2018	780	1.750	1.802	0.84
10077	MERICK	59013JBB4	248,000.00	248,000.00	248,125.98	None	None	08/29/2014	08/29/2016	59	0.850	0.851	0.85
10079	PRK	700654AU0	247,876.00	247,986.37	248,197.53	None	None	09/22/2014	09/19/2016	80	0.900	0.927	0.85
10082	AXPFSB	02587CCR9	248,000.00	248,000.00	258,918.18	None	None	11/13/2014	11/13/2019	1,230	2.150	2.151	0.85
10083	ADS	20033AJL1	247,628.00	247,797.65	252,173.82	None	None	11/28/2014	05/25/2018	693	1.700	1.744	0.85

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**Lynwood - Credit Rating  
Credit Rating Report  
Sorted by Moody's - Investment Number**

Investment #	Issuer	Security #	Purchase Principal	Book Value	Market Value	Moody's Rating	S&P Rating	Purchase Date	Maturity Date	Days To Maturity	Stated Rate	YTM	% of Total
10084	COF	140420RA0	248,000.00	248,000.00	248,333.33	None	None	11/26/2014	11/28/2016	150	1.050	1.051	0.85
10087	BMW	05580ABC7	250,000.00	250,000.00	250,013.79	None	None	01/23/2015	01/23/2017	206	0.900	0.901	0.86
10088	GOLD	38148JQB0	248,000.00	248,000.00	249,503.73	None	None	04/08/2015	04/09/2018	647	1.200	1.207	0.85
10090	AXP	02587DZM3	248,000.00	248,000.00	252,526.79	None	None	07/01/2015	07/02/2018	731	1.650	1.650	0.85
10097	BCOMPS	20451PNK8	248,000.00	248,000.00	250,503.36	None	None	08/31/2015	03/01/2018	608	1.500	1.500	0.85
10098	CAP1NA	14042RAQ4	247,637.92	247,726.05	253,033.97	None	None	10/08/2015	10/09/2018	830	1.650	1.700	0.85
10100	BMO	05573J5W0	248,000.00	248,000.00	248,031.04	None	None	10/21/2015	10/23/2017	479	1.100	1.100	0.85
10101	ZIONSB	98970T5Y8	247,533.76	247,687.89	248,162.20	None	None	11/03/2015	11/01/2017	488	1.100	1.197	0.85
10107	WFB	9497483K1	248,000.00	248,000.00	248,867.13	None	None	02/12/2016	02/12/2018	591	1.150	1.152	0.85
10115	SYF	87195HNN6	248,000.00	248,000.00	255,015.21	None	None	06/29/2016	06/29/2021	1,824	1.550	1.551	0.85
<b>SubTotal for No Specified Rating</b>			<b>23,692,586.72</b>	<b>23,693,802.21</b>	<b>23,739,230.62</b>					<b>117</b>	<b>0.725</b>	<b>0.729</b>	<b>81.54</b>

**Lynwood - Interest Reports**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**June 1, 2016 - June 30, 2016**  
**Yield on Beginning Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Lynwood</b>												
3136G3TB1	10114	LYN	MC1	500,000.00	0.00	500,000.00	06/28/2019	1.100	1.115	45.83	0.00	45.83
3135G0YT4	10067	LYN	FAC	500,000.00	499,709.26	499,719.00	11/27/2018	1.625	1.672	677.08	9.74	686.82
3135G0WA7	10058	LYN	MC1	0.00	499,945.25	0.00	03/28/2018	1.125	1.147	421.87	2.25	424.12
3137EADS5	10061	LYN	FAC	500,000.00	499,791.34	499,838.40	10/14/2016	0.875	1.002	364.58	47.06	411.64
3134G6YC1	10089	LYN	FAC	0.00	500,131.11	0.00	05/30/2017	0.670	0.652	241.94	-9.50	232.44
795450PA7	10044	LYN	MC2	245,000.00	245,000.00	245,000.00	08/22/2017	1.700	1.700	342.33	0.00	342.33
912828UA6	10066	LYN	TRC	500,000.00	496,375.21	496,574.01	11/30/2017	0.625	1.115	256.15	198.80	454.95
912828C24	10068	LYN	TRC	500,000.00	497,426.10	497,503.16	02/28/2019	1.500	1.684	611.41	77.06	688.47
9000	10011	LYN	PA1	591,708.94	79,808.57	591,708.94		0.290	0.548	35.96	0.00	35.96
38148JQB0	10088	LYN	MC2	248,000.00	248,000.00	248,000.00	04/09/2018	1.200	1.197	243.94	0.00	243.94
2546714Q0	10075	LYN	MC2	245,000.00	244,737.67	244,747.38	08/20/2018	1.750	1.800	352.40	9.71	362.11
36160XG27	10037	LYN	MC2	0.00	250,000.00	0.00	06/29/2016	1.350	1.350	258.91	0.00	258.91
02006LFB4	10071	LYN	MC2	248,000.00	248,000.00	248,000.00	06/12/2017	1.100	1.100	224.22	0.00	224.22
29976DNQ9	10050	LYN	MC2	245,000.00	245,000.00	245,000.00	09/14/2016	0.900	0.900	181.23	0.00	181.23
05580ABC7	10087	LYN	MC2	250,000.00	250,000.00	250,000.00	01/23/2017	0.900	0.900	184.93	0.00	184.93
02587DZM3	10090	LYN	MC2	248,000.00	248,000.00	248,000.00	07/02/2018	1.650	1.655	337.25	0.00	337.25
17284CBW3	10059	LYN	MC2	150,000.00	150,000.00	150,000.00	04/17/2017	0.900	0.900	110.96	0.00	110.96
06740KGZ4	10072	LYN	MC2	245,000.00	244,868.66	244,878.58	07/03/2017	1.150	1.200	231.58	9.92	241.50
856284Y73	10073	LYN	MC2	245,000.00	244,859.26	244,869.20	07/31/2017	1.200	1.250	241.64	9.94	251.58
14912L6D8	10074	LYN	MTN	250,000.00	249,949.33	249,952.81	08/18/2017	1.250	1.285	260.41	3.48	263.89
59013JBB4	10077	LYN	MC2	248,000.00	248,000.00	248,000.00	08/29/2016	0.850	0.850	173.26	0.00	173.26
700654AU0	10079	LYN	MC2	248,000.00	247,981.26	247,986.37	09/19/2016	0.900	0.925	183.45	5.11	188.56
90331HMH3	10080	LYN	MTN	250,000.00	250,015.99	250,014.94	09/11/2017	1.375	1.389	286.46	-1.05	285.41
02587CCR9	10082	LYN	MC2	248,000.00	248,000.00	248,000.00	11/13/2019	2.150	2.150	438.25	0.00	438.25
20033AJL1	10083	LYN	MC2	248,000.00	247,788.89	247,797.65	05/25/2018	1.700	1.744	346.52	8.76	355.28
140420RA0	10084	LYN	MC2	248,000.00	248,000.00	248,000.00	11/28/2016	1.050	1.050	214.03	0.00	214.03
24422ERN1	10086	LYN	MTN	250,000.00	250,368.38	250,329.47	03/15/2017	1.400	1.228	291.67	-38.91	252.76
89233P7E0	10103	LYN	MTN	250,000.00	249,793.78	249,804.46	01/10/2018	1.375	1.447	286.46	10.68	297.14
717081DG5	10095	LYN	MTN	250,000.00	250,049.21	250,047.20	06/15/2018	1.500	1.511	312.50	-2.01	310.49
20451PNK8	10097	LYN	MC2	248,000.00	248,000.00	248,000.00	03/01/2018	1.500	1.488	303.26	0.00	303.26

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Lynwood - Interest Reports  
Interest Earnings  
June 1, 2016 - June 30, 2016

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Lynwood</b>												
14042RAQ4	10098	LYN	MC2	248,000.00	247,716.15	247,726.05	10/09/2018	1.650	1.696	335.41	9.90	345.31
05573J5W0	10100	LYN	MC2	248,000.00	248,000.00	248,000.00	10/23/2017	1.100	1.097	223.60	0.00	223.60
98970T5Y8	10101	LYN	MC2	248,000.00	247,668.71	247,687.89	11/01/2017	1.100	1.196	224.22	19.18	243.40
94974BGB0	10078	LYN	MTN	250,000.00	249,906.82	249,912.94	09/08/2017	1.400	1.450	291.67	6.12	297.79
166764AE0	10105	LYN	MTN	250,000.00	249,537.20	249,555.89	06/24/2018	1.718	1.836	357.91	18.69	376.60
9497483K1	10107	LYN	MC2	248,000.00	248,000.00	248,000.00	02/12/2018	1.150	1.150	234.41	0.00	234.41
02665WAC5	10109	LYN	MTN	250,000.00	252,257.15	252,177.40	10/10/2018	2.125	1.751	442.71	-79.75	362.96
30231GAP7	10110	LYN	MTN	250,000.00	250,106.30	250,103.08	03/01/2019	1.708	1.715	355.83	-3.22	352.61
87195HNN6	10115	LYN	MC2	248,000.00	0.00	248,000.00	06/29/2021	1.550	1.550	21.06	0.00	21.06
<b>Subtotal</b>				<b>10,438,708.94</b>	<b>10,422,791.60</b>	<b>10,432,934.82</b>			<b>1.323</b>	<b>10,947.30</b>	<b>311.96</b>	<b>11,259.26</b>
<b>Fund: Lynwood LAIF</b>												
9001	10000	LYNL	PA2	18,598,109.09	18,598,109.09	18,598,109.09		0.567	0.541	8,268.26	0.00	8,268.26
<b>Subtotal</b>				<b>18,598,109.09</b>	<b>18,598,109.09</b>	<b>18,598,109.09</b>			<b>0.541</b>	<b>8,268.26</b>	<b>0.00</b>	<b>8,268.26</b>
<b>Total</b>				<b>29,036,818.03</b>	<b>29,020,900.69</b>	<b>29,031,043.91</b>			<b>0.821</b>	<b>19,215.56</b>	<b>311.96</b>	<b>19,527.52</b>

**Lynwood - Interest Reports**  
**Accrued Interest**  
**Sorted by Fund - Fund**  
**June 1, 2016 - June 30, 2016**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Lynwood</b>										
9000	10011	PA1	591,708.94		0.280	16.61	0.00	35.96	16.61	35.96
14912L6D8	10074	MTN	250,000.00	08/18/2017	1.250	894.10	0.00	260.41	0.00	1,154.51
166764AE0	10105	MTN	250,000.00	06/24/2018	1.718	1,670.28	0.00	357.91	1,944.68	83.51
24422ERN1	10086	MTN	250,000.00	03/15/2017	1.400	738.89	0.00	291.67	0.00	1,030.56
02665WAC5	10109	MTN	250,000.00	10/10/2018	2.125	752.60	0.00	442.71	0.00	1,195.31
717081DG5	10095	MTN	250,000.00	06/15/2018	1.500	1,729.17	0.00	312.50	1,875.00	166.67
89233P7E0	10103	MTN	250,000.00	01/10/2018	1.375	1,346.35	0.00	286.46	0.00	1,632.81
90331HMH3	10080	MTN	250,000.00	09/11/2017	1.375	763.89	0.00	286.46	0.00	1,050.35
94974BGB0	10078	MTN	250,000.00	09/08/2017	1.400	806.94	0.00	291.67	0.00	1,098.61
30231GAP7	10110	MTN	250,000.00	03/01/2019	1.708	960.75	0.00	355.83	0.00	1,316.58
3137EADS5	10061	FAC	500,000.00	10/14/2016	0.875	571.18	0.00	364.58	0.00	935.76
3134G6YC1	10089	FAC	0.00	05/30/2017	0.670	9.30	0.00	241.94	0.00	251.24
3135G0YT4	10067	FAC	500,000.00	11/27/2018	1.625	90.28	0.00	677.08	0.00	767.36
912828UA6	10066	TRC	500,000.00	11/30/2017	0.625	8.54	0.00	256.15	0.00	264.69
912828C24	10068	TRC	500,000.00	02/28/2019	1.500	1,895.38	0.00	611.41	0.00	2,506.79
3135G0WA7	10058	MC1	0.00	03/28/2018	1.125	984.38	0.00	421.87	1,406.25	0.00
3136G3TB1	10114	MC1	500,000.00	06/28/2019	1.100	0.00	0.00	45.83	0.00	45.83
20033AJL1	10083	MC2	248,000.00	05/25/2018	1.700	69.32	0.00	346.52	358.07	57.77
02006LFB4	10071	MC2	248,000.00	06/12/2017	1.100	1,292.99	0.00	224.22	1,367.74	149.47
02587DZM3	10090	MC2	248,000.00	07/02/2018	1.650	1,691.93	0.00	337.25	0.00	2,029.18
02587CCR9	10082	MC2	248,000.00	11/13/2019	2.150	277.55	0.00	438.25	0.00	715.80
06740KGZ4	10072	MC2	245,000.00	07/03/2017	1.150	1,165.59	0.00	231.58	0.00	1,397.17
20451PNK8	10097	MC2	248,000.00	03/01/2018	1.500	935.01	0.00	303.26	0.00	1,238.27
05573J5W0	10100	MC2	248,000.00	10/23/2017	1.100	301.86	0.00	223.60	0.00	525.46
05580ABC7	10087	MC2	250,000.00	01/23/2017	0.900	801.37	0.00	184.93	0.00	986.30
14042RAQ4	10098	MC2	248,000.00	10/09/2018	1.650	609.31	0.00	335.41	0.00	944.72
17284CBW3	10059	MC2	150,000.00	04/17/2017	0.900	166.44	0.00	110.96	0.00	277.40
140420RA0	10084	MC2	248,000.00	11/28/2016	1.050	42.81	0.00	214.03	0.00	256.84
2546714Q0	10075	MC2	245,000.00	08/20/2018	1.750	1,198.15	0.00	352.40	0.00	1,550.55
29976DNQ9	10050	MC2	245,000.00	09/14/2016	0.900	477.25	0.00	181.23	0.00	658.48
36160XG27	10037	MC2	0.00	06/29/2016	1.350	1,433.22	0.00	258.91	1,692.12	0.01
38148JQB0	10088	MC2	248,000.00	04/09/2018	1.200	430.92	0.00	243.94	0.00	674.86
59013JBB4	10077	MC2	248,000.00	08/29/2016	0.850	17.29	0.00	173.26	179.04	11.51
700654AU0	10079	MC2	248,000.00	09/19/2016	0.900	79.48	0.00	183.45	189.57	73.36
856284Y73	10073	MC2	245,000.00	07/31/2017	1.200	998.80	0.00	241.64	0.00	1,240.44

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**Lynwood - Interest Reports**  
**Accrued Interest**  
**Sorted by Fund - Fund**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Lynwood</b>										
795450PA7	10044	MC2	245,000.00	08/22/2017	1.700	1,141.09	0.00	342.33	0.00	1,483.42
87195HNN6	10115	MC2	248,000.00	06/29/2021	1.550	0.00	0.00	21.06	0.00	21.06
9497483K1	10107	MC2	248,000.00	02/12/2018	1.150	156.28	0.00	234.41	242.22	148.47
98970TSY8	10101	MC2	248,000.00	11/01/2017	1.100	231.69	0.00	224.22	0.00	455.91
		<b>Subtotal</b>	<b>10,438,708.94</b>			<b>26,756.99</b>	<b>0.00</b>	<b>10,947.30</b>	<b>9,271.30</b>	<b>28,432.99</b>
<b>Lynwood LAIF</b>										
9001	10000	PA2	18,598,109.09		0.567	51,325.30	0.00	8,268.26	0.00	59,593.56
		<b>Subtotal</b>	<b>18,598,109.09</b>			<b>51,325.30</b>	<b>0.00</b>	<b>8,268.26</b>	<b>0.00</b>	<b>59,593.56</b>
		<b>Total</b>	<b>29,036,818.03</b>			<b>78,082.29</b>	<b>0.00</b>	<b>19,215.56</b>	<b>9,271.30</b>	<b>88,026.55</b>

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**City of Lynwood  
Cash Reconciliation Report  
For the Period June 1, 2016 - June 30, 2016**

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
06/13/2016	10071	LYN	Interest	02006LFB4	248,000.00	ALLY 0.2M 1.10% Mat. 06/12/2017	06/12/2017	0.00	1,367.74	0.00	1,367.74
06/13/2016	10107	LYN	Interest	9497483K1	248,000.00	WFB 0.2M 1.15% Mat. 02/12/2018	02/12/2018	0.00	242.22	0.00	242.22
06/15/2016	10095	LYN	Interest	717081DG5	250,000.00	PFE 0.3M 1.50% Mat. 06/15/2018	06/15/2018	0.00	1,875.00	0.00	1,875.00
06/20/2016	10079	LYN	Interest	700654AU0	248,000.00	PRK 0.2M 0.90% Mat. 09/19/2016	09/19/2016	0.00	189.57	0.00	189.57
06/24/2016	10105	LYN	Interest	166764AE0	250,000.00	CVX 0.3M 1.72% Mat. 06/24/2018	06/24/2018	0.00	2,147.50	0.00	2,147.50
06/27/2016	10083	LYN	Interest	20033AJL1	248,000.00	ADS 0.2M 1.70% Mat. 05/25/2018	05/25/2018	0.00	358.07	0.00	358.07
06/27/2016	10089	LYN	Sale	3134G6YC1	500,000.00	0.0M 0.67%	05/30/2017	0.00	0.00	500,175.00	500,175.00
06/28/2016	10058	LYN	Interest	3135G0WA7	500,000.00	FNMA 0.5M 1.13% Mat. 03/28/2018	03/28/2018	0.00	1,406.25	0.00	1,406.25
06/28/2016	10114	LYN	Purchase	3136G3TB1	500,000.00	FNMA 0.5M 1.10% Mat. 06/28/2019	06/28/2019	-500,000.00	0.00	0.00	-500,000.00
06/28/2016	10058	LYN	Call	3135G0WA7	500,000.00	0.0M 1.13%	03/28/2018	0.00	0.00	500,000.00	500,000.00
06/29/2016	10037	LYN	Interest	36160XG27	250,000.00	GECAP 0.3M 1.35% Mat. 06/29/2016	06/29/2016	0.00	1,692.12	0.00	1,692.12
06/29/2016	10077	LYN	Interest	59013JBB4	248,000.00	MERICK 0.2M 0.85% Mat.	08/29/2016	0.00	179.04	0.00	179.04
06/29/2016	10037	LYN	Maturity	36160XG27	250,000.00	GECAP 0.3M 1.35% Mat. 06/29/2016	06/29/2016	0.00	0.00	250,000.00	250,000.00
06/29/2016	10115	LYN	Purchase	87195HNN5	248,000.00	SYF 0.2M 1.55% Mat. 06/29/2021	06/29/2021	-248,000.00	0.00	0.00	-248,000.00
<b>Subtotal</b>								<b>-748,000.00</b>	<b>9,457.51</b>	<b>1,250,175.00</b>	<b>511,632.51</b>
<b>Total</b>								<b>-748,000.00</b>	<b>9,457.51</b>	<b>1,250,175.00</b>	<b>511,632.51</b>

Item	6/30/2016	3/31/2016	Change
U.S. Payrolls Monthly Change	287,000	186,000	101,000
Unemployment Rate	4.9%	5.0%	-0.1%
Labor Force Participation	62.7%	63.0%	-0.3%
Effective Fed Funds Rate	0.30%	0.25%	0.05%
Next Fed Funds Hike**	Nov 2018	Jun 2017	+17 Months
3 Month T-Bill	0.261%	0.201%	0.060%
2 Year T-Note	0.584%	0.723%	-0.139%
3 Year T-Note	0.694%	0.854%	-0.160%
5 Year T-Note	1.000%	1.206%	-0.206%
10 Year T-Note	1.471%	1.770%	-0.299%
U.S. Fed Debt Avg Yield*	1.990%	2.034%	-0.044%
30 Year Mortgage Rate	3.53%	3.650%	-0.12%
1-5 Yr Agency Spread	0.14%	0.10%	0.04%
1-5 Yr Corporate Spread	0.84%	0.870%	-0.03%
Dow Jones	17,930	17,685	1.4%
S&P 500	2,099	2,060	1.9%
Consumer Price Index YOY*	1.1%	0.9%	0.2%
U.S. Avg Regular Unleaded	\$2.28	\$2.06	\$0.22
Retail Sales YOY*	2.4%	1.7%	0.7%
Case-Shiller Home Prices YOY*	5.4%	5.5%	0.0%
Gold (per ounce)	\$1,321.90	\$1,232.75	\$89.15
Dollar Index	96.14	94.59	1.56
Consumer Confidence	98.00	92.40	5.60

\*Estimates for the current quarter/month, some data are lagged

Sources: FTN Main Street and Bloomberg

\*\*Next Projected Fed Funds Hike is first month Fed Funds Futures are .625% or higher



# CITY OF LYNWOOD

As Successor Agency to the Lynwood Redevelopment Agency

Edwin Hernandez, Mayor  
Aide Castro, Mayor Pro-Tem  
Salvador Alatorre, Councilmember  
Maria Teresa Santillan-Beas, Councilmember  
Jose Luis Solache, Councilmember

*This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.*

## AGENDA

### CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY

AUGUST 2, 2016  
REGULAR MEETING  
6:00 P.M.  
CITY HALL  
11330 BULLIS ROAD

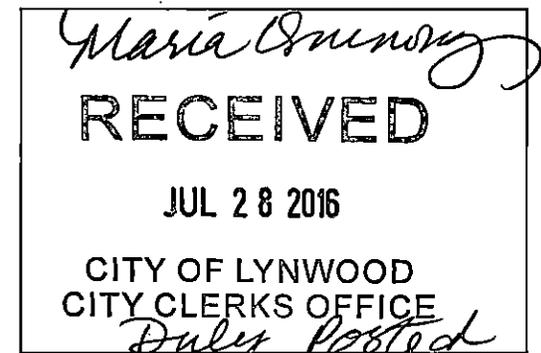
EDWIN HERNANDEZ  
MAYOR

AIDE CASTRO  
MAYOR PRO-TEM

MARIA TERESA SANTILLAN-BEAS  
COUNCILMEMBER

CITY MANAGER  
J. ARNOLDO BELTRÁN

CITY CLERK  
MARIA QUINONEZ



SALVADOR ALATORRE  
COUNCILMEMBER

JOSE LUIS SOLACHE  
COUNCILMEMBER

CITY ATTORNEY  
DAVID A. GARCIA

CITY TREASURER  
GABRIELA CAMACHO

**OPENING CEREMONIES:**

- A. Call Meeting to Order
- B. Roll Call (ALATORRE-SANTILLAN BEAS-SOLACHE-CASTRO-HERNANDEZ)
- C. Certification of Agenda Posting by City Clerk

**PUBLIC ORAL COMMUNICATIONS**  
**(Regarding Agenda Items Only)**

**NON-AGENDA PUBLIC ORAL COMMUNICATIONS**

**PUBLIC HEARING**

1. MINUTES FROM PREVIOUS MEETINGS:

Regular Meeting – June 7, 2016

2. TREASURER'S QUARTERLY INVESTMENT REPORT

Comments:

The purpose of this item is to have the Honorable Mayor and Members of the City Council, as Successor to Lynwood Redevelopment Board to review the Treasurer's Quarterly Investment Report as required by State Statutes.

Recommendations:

It is recommended that the City as Successor to the Lynwood Redevelopment Agency receive and file the attached quarterly Investment Report for the quarter ending June 30, 2016.

Staff recommends that the City Council and Successor Agency conduct a public hearing, receive a presentation on the proposed Fiscal Year 2016-17 (FY 17) Budget, accept public comments, close the public hearing, and each adopt the respective attached resolutions entitled:

**CLOSED SESSION**

- A. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION -  
Government Code section 54956.9(d)(1)

1. Name of Case: Los Angeles Superior Court Case No. BS 106 592,  
Esperanza Rogel, et al. vs Redevelopment Agency  
of the City of Lynwood
  
2. Name of Case: Sacramento Superior Court Case No. 34-2014-  
80001977,  
Esperanza Rogel, et al. vs Redevelopment Agency  
of the City of Lynwood

**ADJOURNMENT**

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY MEETINGS WILL BE POSTED AS NEEDED. THE NEXT MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council as  
Successor to the Lynwood Redevelopment Agency

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: Maria Quinonez, City Clerk   
Daryl Betancur, Executive Assistant to the City Clerk 

SUBJECT: City of Lynwood as Successor to the Lynwood  
Redevelopment Agency Minutes

## Recommendation:

Staff recommends the City Council as the Successor to the Lynwood Redevelopment Agency, approve the following minutes:

- Regular Meeting – June 7, 2016

**Background:** N/A

**Discussion & Analysis:** N/A

**Fiscal Impact:** N/A



**CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE  
LYNWOOD REDEVELOPMENT AGENCY  
REGULAR MEETING  
June 7, 2016**

The City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, California on the above date at 6:17p.m.

Mayor Hernandez presiding.

Council Members Alatorre, Santillan-Beas, Solache, Castro and Mayor Hernandez were present.

Also present were City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

City Clerk Quiñonez announced that the Agenda had been duly posted in accordance with the Brown Act.

**PUBLIC ORAL COMMUNICATIONS**  
**(Regarding Agenda Items Only)**

None

**NON-AGENDA PUBLIC ORAL COMMUNICATIONS**

None

**CONSENT CALENDAR**

**MOTION:** It was moved by Council Member Santillan-Beas, seconded by Council Mayor Pro Tem Castro to approve the consent calendar. Motion carried by the following roll call vote:

**ROLL CALL**

**AYES:** COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, AND  
MAYOR HERNANDEZ

**NOES:** NONE

**ABSTAIN:** NONE

**ABSENT:** NONE

**Item #1.** MINUTES OF THE PREVIOUS MEETING

Regular Meeting of May 3, 2016

Regular Meeting of May 17, 2016

Approved by Minute Order No. 2016-11

Item #2. APPROVAL OF THE WARRANT REGISTER

**RESOLUTION NO. 2016.007 ENTITLED:**

RESOLUTION OF THE LYNWOOD CITY COUNCIL AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY OF LYNWOOD, CALIFORNIA, ALLOWING AND APPROVING THE DEMANDS AND WARRANTS

**CLOSED SESSION**

NONE

**ADJOURNMENT**

Having no further discussion, it was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to adjourn the regular City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency meeting and recess to the Regular City Council meeting at 6:18 p.m.

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Edwin Hernandez, Mayor

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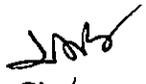
Maria Quiñonez, City Clerk



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of City Council, as Successor to Lynwood Redevelopment Board

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: Gabriela Camacho, City Treasurer   
Sheila Harding, Deputy City Treasurer

SUBJECT: Treasurer's Quarterly Investment Report

## Recommendation:

It is recommended that the City, as Successor to the Lynwood Redevelopment Agency receive and file the attached Quarterly Investment Report. The following information provided in this report highlights the investment activity for the 4<sup>th</sup> quarter ending June 30, 2016.

## Background:

Due to the crisis caused by the Orange County investment pool, the State Legislature in 1995 enacted SB564 and SB866. These laws were enacted as State Statutes to impose certain mandates regarding investments with public funds. The statutes have imposed the following mandates:

1. Annual adoption of an Investment Policy that incorporates changes mandated by the State.
2. Quarterly Investment Reports presented to the Legislative Body or Board Members.
3. Restriction on the use of certain investment instruments.

The purpose of the Treasurer's report is to update the City Council and the public of the status of the City's cash balances, investments and highlight changes from one period to another. This report includes reconciliation between cash and investment balances, a schedule of all investments, and a report providing information on all investment types, costs, interest rates, maturity dates and current market value.

AGENDA  
ITEM

2

The market value of securities fluctuates, depending on how interest rates perform. When interest rates decrease, the market value of the securities in the City's portfolio will likely increase and when the interest rates increase, the market value of the securities will likely decrease. The City's practice is to buy and hold investments until maturity so changes in the market price do not affect the City's investment principal.

Short-term excess cash is primarily invested in the Local Agency Investment Fund (LAIF) administered by the State Treasurer. LAIF is a high quality investment available in terms of safety, liquidity and yield. The City's cash and investment portfolio is sufficiently liquid to meet expected expenditures for the coming six months.

The majority of property tax revenues are received from the County in December and April. The vast majority of cash held by the City is deposited into the Local Agency Investment Fund and can be withdrawn at any time.

There are eight petty cash funds totaling \$3,300.00 currently being used by various departments. There are two change funds totaling \$640.00; Water Billing \$600.00 and Recreation \$40.00.

The total amount of Non Sufficient Funds (NSF) from customers for the 4<sup>th</sup> quarter reporting is \$2,016.42 of which, \$1,365.45 has been collected. The remaining balance of Non Sufficient Funds for the 4<sup>th</sup> quarter outstanding is \$650.97.

The market valuation is provided by FTN Main Street Capital Advisors and all of the investments are in compliance with California Government Code Sections 53600 et seq. and the City's investment policy.

Reports prepared by FTN Main Street Capital Advisors are as follows:

- Portfolio Summary
- Investment Policy Compliance Report
- Historical Earnings & Book Rate
- Portfolio Summary - Management
- Portfolio Details – Investments Report
- Inventory by Maturity Report
- Credit Rating Report
- Interest Earnings Report
- Accrued Interest Report
- Cash Reconciliation Report
- Monthly Economic & Market Update Report

**Fiscal Impact:**

The action recommended in this report will not have a fiscal impact on the City.

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 June 30, 2016

MASTER SUMMARY

DESCRIPTION	MARKET VALUE	PERCENTAGE (%) PORTFOLIO	AVERAGE DAYS TO MATURITY
INVESTMENTS*	29,125,334.56	100%	*
CERTIFICATE OF DEPOSIT/TIME DEPOSIT/ MONEY MARKET/CUSTODY HOLDINGS	3,433,340.33		
CHECKING ACCOUNT	10,942,779.51		
<b>TOTAL AVERAGES</b>	<b>\$ 14,376,119.84</b>		

TOTAL INVESTMENTS & AVERAGES \$ 43,501,454.40



Gabriela Camacho  
 City Treasurer

*I certify that this report accurately reflects all pooled investment policy statements adopted by the City Council on August 15, 1995. A copy of this policy is available at the office of the City Clerk. The Investment Program herein shown provides sufficient cash flow liquidity to meet 3 to 6 months estimated expenditures.*

\*See Report Prepared by Main Street Capital Advisors

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 30-Jun-16

PORTFOLIO SUMMARY

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE
*Money Market Funds	\$ 591,708.94	\$ 591,708.94	\$ 591,708.94
LAIF	\$ 18,598,109.09	\$ 18,598,109.09	\$ 18,598,109.09
Corporate Notes	\$ 2,250,000.00	\$ 2,271,600.00	\$ 2,251,898.19
Federal Agency	\$ 1,000,000.00	\$ 1,011,280.00	\$ 999,557.40
Treasury Coupon Securities	\$ 1,000,000.00	\$ 1,011,115.00	\$ 994,077.17
Federal Agency - Callable	\$ 500,000.00	\$ 500,400.00	\$ 500,000.00
CD-FDIC	\$ 5,097,000.00	\$ 5,141,121.53	\$ 5,095,693.12
<b>TOTAL</b>	<b>\$ 29,036,818.03</b>	<b>\$ 29,125,334.56</b>	<b>\$ 29,031,043.91</b>

\*Money Market Fund held at Goldman Sach

**Schedule of City Cash & Investments:** This schedule provides information on the cash and investments managed by the City.

<u>Time Deposit/MM/Certificate of Deposit</u>	<u>Balance</u>	<u>Maturity Date</u>	<u>Interest</u>
JP Morgan Chase (Section 108)	\$ 123,732.54	N/A	\$ 24.66
JP Morgan Chase - Money Market Account	\$ 1,858,823.56	N/A	\$ 370.40
JP Morgan Chase - Parking Enforcement	\$ 1,446,246.54	N/A	\$ 282.42
US Bank - City of Lynwood	\$ 4,537.69	N/A	\$ -
<b>TOTAL</b>	<b>\$ 3,433,340.33</b>		<b>\$ 677.48</b>

<u>Corporate Checking Accounts</u>	<u>Balance</u>
General Account	\$ 6,295,369.95
US Bank - City HCDA	\$ 33,454.79
US Bank - City Home Program	\$ 34,144.00
US Bank - Economic Development	\$ 15,397.71
US Bank - Housing Authority A	\$ 6,772.17
US Bank - Housing Authority B	\$ 18,000.09
US Bank - Lyn Tr. Center Unf Wrkr	\$ 2,791.24
US Bank - City of Lynwood	\$ 49,028.48
US Bank - RORF Successor Agency	\$ 1,662,536.44
US Bank - Taxable Tabs Housing Proj.	\$ 1,834,809.45
US Bank - US Dept. of HUD/Section 108	\$ 170,048.96
US Bank - Lynwood Disaster Relief Fund	\$ 5,000.00
US Bank - Settlement Remittance Fund	\$ 738,109.23
US Bank - Housing Authority	\$ 77,317.00
<b>TOTAL</b>	<b>\$ 10,942,779.51</b>

CITY OF LYNWOOD  
 QUARTERLY INVESTMENT REPORT  
 June 30, 2016

**Schedule of City Cash & Investments:** This schedule provides information on the cash and investments managed by the City.

<u>Money Market/Certificate of Deposit (CD)</u>	Balance	Quarterly Interest	Interest Credit F/Y to Date
JP Morgan Chase - Section 108 MMA	\$ 123,732.54	\$ 24.66	\$ 65.65
JP Morgan Chase - Money Market Account	\$ 1,858,823.56	\$ 370.40	\$ 986.42
JP Morgan Chase - Parking Enforcement	\$ 1,446,246.54	\$ 282.42	\$ 711.74
US Bank - City of Lynwood	\$ 4,537.69		
<b>Total</b>	<b>\$ 3,433,340.33</b>	<b>\$ 677.48</b>	<b>\$ 1,763.81</b>

Demand Deposits

General Account	\$ 6,295,369.95
US Bank - Economic Development	\$ 15,397.71
US Bank - Housing Authority A	\$ 6,772.17
US Bank - Housing Authority B	\$ 18,000.09
US Bank - City HCDA	\$ 33,454.79
US Bank - City Home Program	\$ 34,144.00
US Bank - Taxable Tabs	\$ 1,834,809.45
US Bank - Lyn Tr. Center Unf Wrkr	\$ 2,791.24
US Bank - Money Market Account	\$ 49,028.48
US Bank - US Dept. of HUD/Section 108	\$ 170,048.96
US Bank - RORF Successor Agency	\$ 1,662,536.44
US Bank - Lynwood Disaster Relief Fund	\$ 5,000.00
US Bank - Settlement Remittance Fund	\$ 738,109.23
US Bank - Housing Authority	\$ 77,317.00
<b>Total</b>	<b>\$ 10,942,779.51</b>

Money Market Fund - A Money Market fund is a type of mutual fund that invest in short term debt securities of agencies of the U.S. Government, banks, corporations and U.S. Treasury Bills.

Some advantages of a money market fund over savings and CDs are high liquidity, low risk, and competitive yields. The City currently has a total of five MMA accounts within the City's investment portfolio.

Certificate of Deposit - A Certificate of Deposit or CD, is a time deposit. They are similar to savings accounts in that they are insured and relatively risk-free. They are different from savings accounts in that they usually are for a fixed term and a fixed interest rate. CDs are intended to be held until maturity, at which time, the money may be withdrawn together with the accrued interest. The City currently has one CD within the City's investment portfolio

Demand Deposits - Also known as "cash in the bank", this is the balance of the City's checking account with US Bank, from which virtually all obligations are paid.

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 June 30, 2016

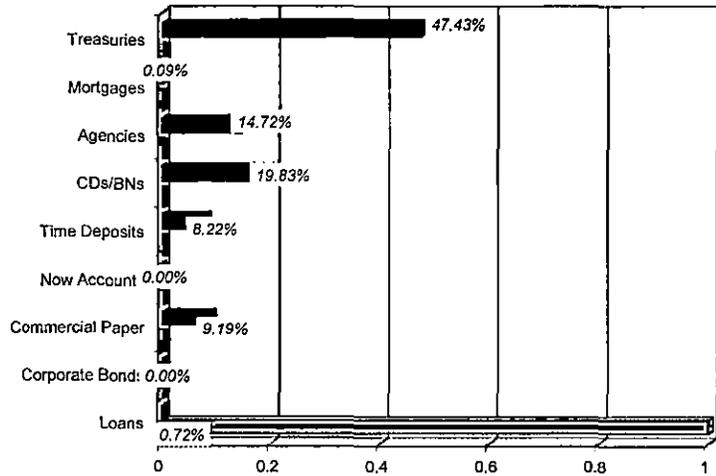
LAIF Daily .51% - Quarterly .47%

Issuer	Investment	Balance	Interest Received	Date Received
State of California	LAIF	\$ 18,598,109.09	\$ 20,974.66	15-Apr-16

**Local Agency Investment Fund (LAIF):**

The Local Agency Investment Fund is managed by the State Treasurer's Office Investment Division through the Pooled Money Investment Account (PIMA). The LAIF allows cities, counties and special districts to place money in a major portfolio and to use the expertise of their Investment Division staff, with no additional cost to taxpayers. Participating agencies can withdraw their funds from the LAIF at any time. The State Treasurer invests money safely and prudently while minimizing the service costs and maximizing the service costs and maximizing the investment yields. These investments help manage cash flow and enhance financial security. The interest earned from the LAIF is distributed quarterly. (See Chart Below)

Pooled Money Investment Account  
 Portfolio Composition  
 70.1 Billion  
 3/31/2016



Large Checks Issued 4th Quarter  
**9,165,107.64**

Issuance Month	Check # Issuance	Amount of Check
Apr-16	183329 BANNAOUN ENGINEERS CONST. CORP.	108,055.61
	183334 CAL-CITY CONSTRUCTION INC.	349,092.70
	183355 STEPHEN DORECK EQUIPMENT RENTALS, INC.	200,350.25
	183361 LOS ANGELES COUNTY FIRE DEPARTMENT	484,158.99
	183377 L.A. COUNTY SHERIFF DEPT.	780,997.23
	183459 C.S. LEGACY CONSTRUCTION	330,549.62
	183632 WASTE RESOURCES, INC.	146,598.84
	183656 TOLAR MANUFACTURING CO., INC.	146,936.91
<b>Total</b>		<b><u>2,546,740.15</u></b>
<hr/>		
1-May	183698 BANNAOUN ENGINEERS CONST. CORP.	119,165.86
	183749 L.A. COUNTY SHERIFF DEPT.	784,402.99
	183799 THE BANK OF NEW YORK MELLON	956,114.68
	183815 WELLS FARGO BANK	285,403.13
	183970 WASTE RESOURCES, INC.	123,241.19
	183997 CAL-CITY CONSTRUCTION, INC.	414,289.30
	184013 WATER REPLENISHMENT DISTRICT OF SO. CALIFORNIA	193,416.35
<b>Total</b>		<b><u>2,876,033.50</u></b>
<hr/>		
1-Jun	184029 ALL AMERICAN ASPHALT	247,834.29
	184069 LOS ANGELES COUNTY FIRE DEPARTMENT	483,481.83
	184094 L.A. COUNTY SHERIFF DEPT.	738,773.53
	184182 TOLAR MANUFACTURING CO., INC.	440,810.71
	184264 L.A. COUNTY SHERIFF DEPT.	791,986.88
	184382 CAL-CITY CONSTRUCTION, INC.	93,710.44
	184338 WASTE RESOURCES INC.	150,566.06
	184370 MARTINEZ CONCRETE, INC.	166,074.90
	184378 KALBAN, INC.	111,664.00
	184383 BANNAOUN ENGINEERS CONST. CORP.	247,290.25
184388 CAL-CITY CONSTRUCTION, INC.	270,141.10	
<b>Total</b>		<b><u>3,742,333.99</u></b>

CITY OF LYNWOOD  
 QUARTERLY REPORT  
 30-Jun-16

BALANCES PER MONTH

	<u>2016</u>		2015	
	Jan - Mar	<u>Apr - June</u>	<u>July - Sept</u>	Oct - Dec
Investments Managed by Main Street	\$ 30,055,778.58	\$ <b>29,125,334.56</b>	\$ 30,158,599.30	\$ 25,946,988.38
Cash & Investments	\$ 10,125,847.83	<u>14,376,119.84</u>	<u>\$ 9,816,916.03</u>	<u>\$ 10,379,872.89</u>
<i>Per Treasurer's Reports</i>	<u>\$ 40,181,626.41</u>	<u>\$ <b>43,501,454.40</b></u>	<u>\$ 39,975,515.33</u>	<u>\$ 36,326,861.27</u>

BALANCES PER STATEMENT  
 DEMAND DEPOSIT ACCOUNTS

Accounts	Apr-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
US Bank - General Account*	\$ 3,209,932.62	\$ 5,087,592.46	\$ 4,635,424.13	\$ 3,662,100.95
*Local Agency Investment Fund	\$ 19,577,134.43	\$ 20,974.66	\$ -	\$ 19,598,109.09
US Bank - Economic Development	\$ 193,860.67	25,153.02		\$ 219,013.69
US Bank - RORF - Successor Agency	\$ 330,434.52	\$ 22,597.00	\$ -	\$ 353,031.52

Accounts	May-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
US Bank - General Account*	\$ 3,662,100.95	\$ 8,605,816.69	\$ 5,176,496.71	\$ 7,091,420.93
*Local Agency Investment Fund	\$ 19,598,109.09	\$ (1,000,000.00)	\$ -	\$ 18,598,109.09
US Bank - Economic Development	\$ 219,013.69	\$ 7,183.02	\$ -	\$ 226,196.71
US Bank - RORF - Successor Agency	\$ 353,031.52	\$ 1,228.92	\$ -	\$ 354,260.44

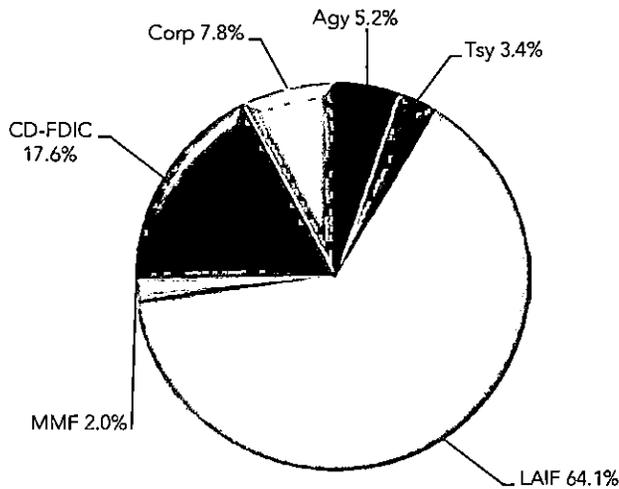
Accounts	Jun-16			
	<u>Beginning</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending</u>
US Bank - General Account	\$ 7,091,420.93	\$ 4,991,724.65	\$ 5,787,775.63	\$ 6,295,369.95
*Local Agency Investment Fund	\$ 18,598,109.09	\$ -	\$ -	\$ 18,598,109.09
US Bank - Economic Development	\$ 226,196.71	\$ -	\$ 210,799.00	\$ 15,397.71
US Bank - RORF - Successor Agency	\$ 354,260.44	\$ 1,476,189.00	\$ 167,913.00	\$ 1,662,536.44

\*Funds transferred from LAIF account to the general account to cover expenditures

CITY OF LYNWOOD  
BOND REPORT  
30-Jun-16

TRUSTEE ACCOUNTS	PURCHASE DATE	PAR VALUE	MARKET VALUE
Lynwood Utility Authority Enterprise Refunding Revenue Bond, 2008 Series A BNY Trust Company	May-09	\$9,755,000.00	3,725,094.86
Lynwood Utility Authority Enterprise Revenue Bond 2009 Series A BNY Trust Company	Nov-08	\$5,732,000.00	573,527.44
Lynwood Public Finance Authority Lease Revenue Bond, Civic Center Series 2010A US Bank Corporate Trust Services	Aug-10	\$9,000,000.00	5,134,820.99
Lynwood Redevelopment Agency Tax Allocation Bonds, Series 2011, Series A Fiscal Agent Activities US Bank Corporate Trust Services	Mar-11	\$18,480,000.00	20,227,205.90
Lynwood Redevelopment Agency Tax Allocation Bonds, Series 2011, Series B Fiscal Agent Activities US Bank Corporate Trust Services	Mar-11	\$5,660,000.00	554,544.35
Lynwood Public Financing Authority Lease Revenue Refunding Bonds 2003 A US Bank Corporate Trust Services	Aug-03	\$8,630,000.00	1,397,409.92

**SECTOR ALLOCATION**



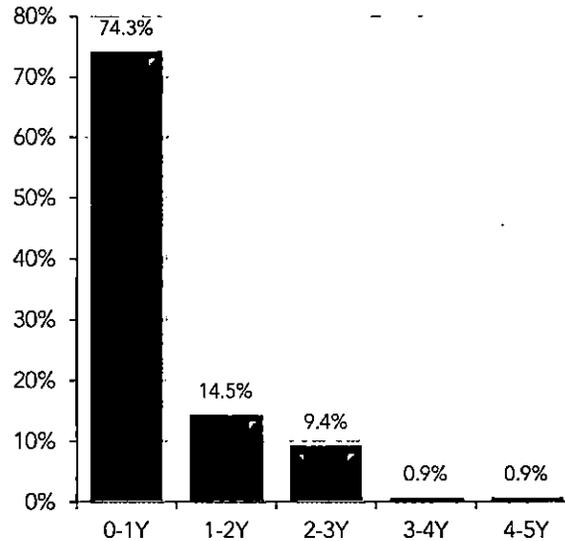
Per Book Value

**ACCOUNT SUMMARY**

	6/30/16	5/31/16
Market Value	\$29,125,335	\$29,077,124
Book Value	\$29,031,044	\$29,020,901
Variance	\$94,291	\$56,224
Par Value	\$29,036,818	\$29,026,918
Net Asset Value	\$100.325	\$100.194
Purchase Yield	0.83%	0.82%
Years to Maturity	0.56	0.54
Effective Duration	0.52	0.50

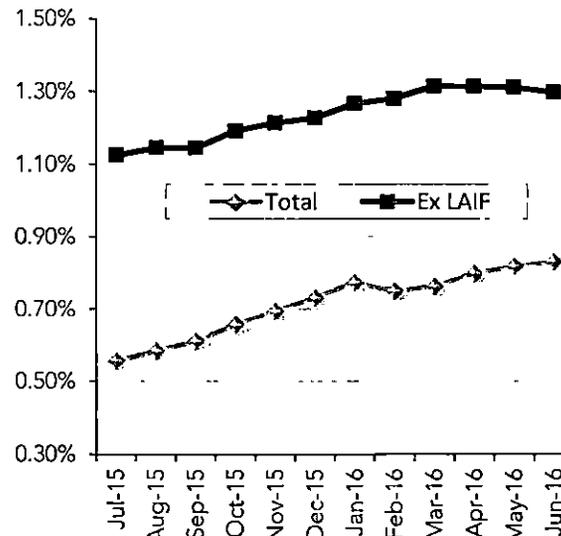
\*Book Value is Amortized

**MATURITY DISTRIBUTION**

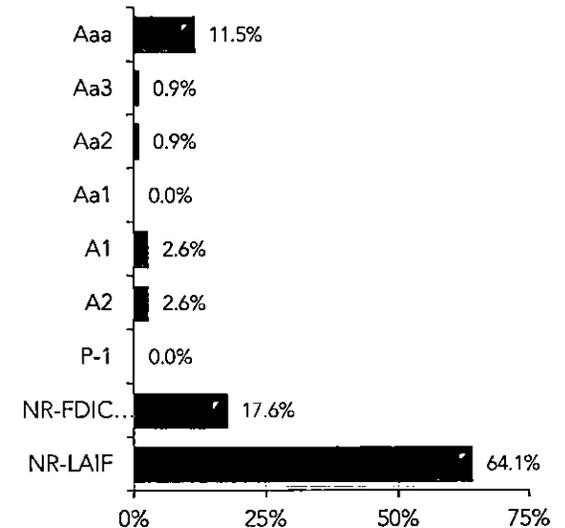


Per Book Value

**MONTH-END PORTFOLIO BOOK YIELD**



**CREDIT QUALITY (MOODY'S)**



NR: Not Rated

**TOP ISSUERS**

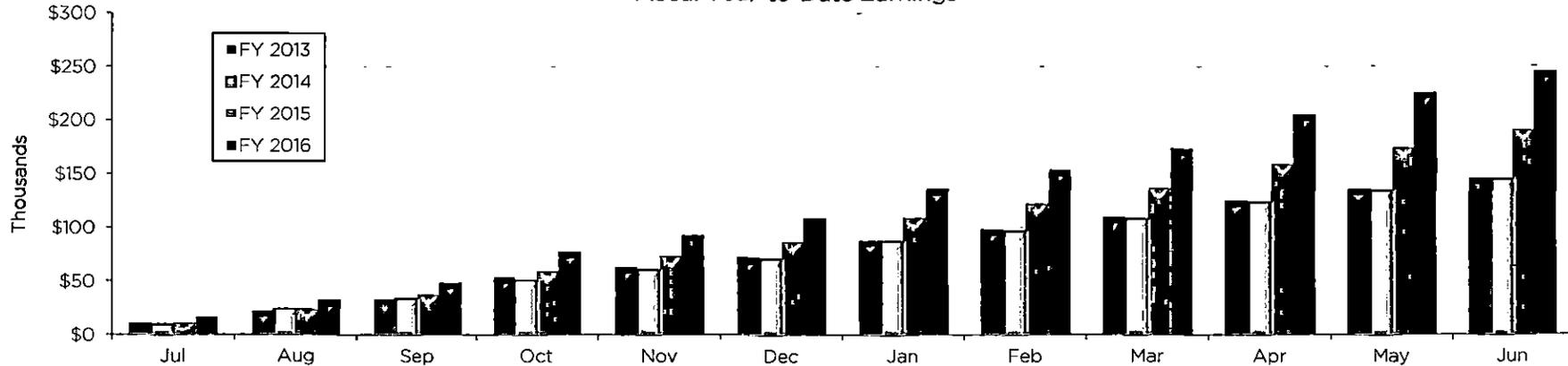
Issuer	% Portfolio
LAIF	64.1%
FHLMC	3.4%
FNMA	3.4%
U.S. Treasury	2.0%
Honda	1.7%
John Deere	0.9%
Exxon	0.9%
Pfizer Inc	0.9%
US Bank	0.9%
BMW Bank	0.9%
General Electric Bank	0.9%
Caterpillar	0.9%
Wells Fargo & Company	0.9%
Toyota Motor Credit Corp.	0.9%
Chevron	0.9%

Per Book Value

Item / Sector	Parameters	In Compliance
Weighted Average Maturity	Weighted Average Maturity (WAM) must be less than 3.0 years	Yes: 0.56 Yrs
Liquidity	At least 30% of the portfolio must have maturities of 1 year or less	Yes: 74.3%
U.S. Treasuries	No sector limit, no issuer limit, maximum maturity 5 years	Yes: 3.4%
U.S. Federal Agencies	50% sector limit, no issuer limit (FHLB, FFCB, FNMA, FHLMC), maximum maturity 5 years	Yes: 5.2%
Negotiable Certificates of Deposit	30% sector limit, issuer limit no greater than FDIC insured limit (currently \$250,000), max maturity 5 years, issued by national/state charter banks or savings and loan associations	Yes: 17.6%
Non-Negotiable Certificates of Deposit	25% sector limit, no issuer limit, issued by national/state charter banks or savings and loan associations, collateralized according to State Code	Yes: 0.0%
Commercial Paper	25% sector limit, 2% per issuer, maximum maturity 270 days, rated A-1 S&P or P-1 Moody's, issued by a domestic corporation w/ at least \$500 million of assets and A- (S&P) or A3 (Moody;s) long term debt	Yes: 0.0%
LAIF	No sector limit, issuer limit is \$40 million	Yes: \$18.6 (Million)
Corporate Medium Term Notes	30% sectors limit, 2% issuer limit (includes CP in aggregate), maximum maturity 5 years, rated at least A by S&P or A2 by Moody's	Yes: 7.8%
Money Market Mutual Funds	Sector limit 20%, issuer limit 10%, Aaa (S&P) and AAA (Moody's)*	Yes: 2.0%
Collateralized Bank Deposits	No sector limit, collateralized according to State Code	Yes: 0.0%

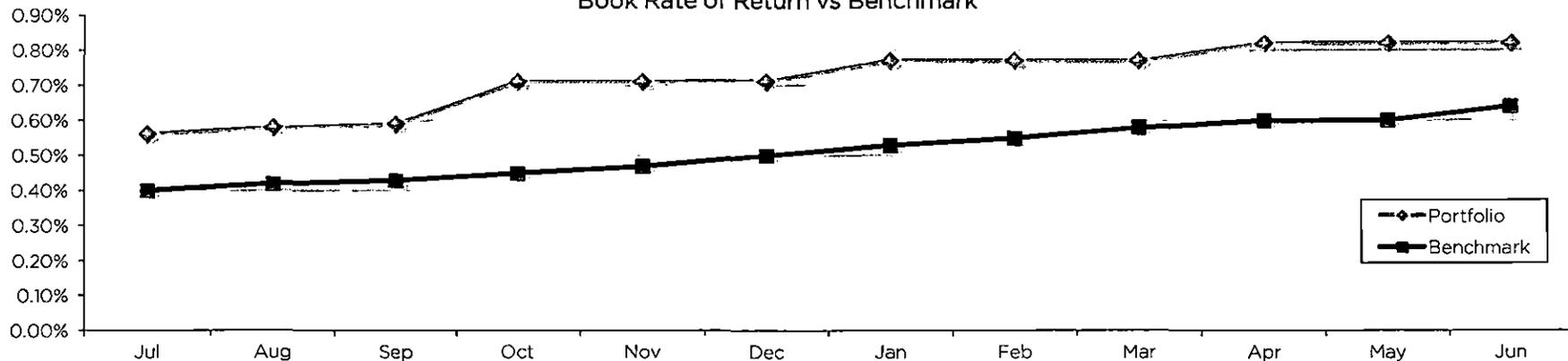
\*MMF are not included in the Investment Policy, but are allowed pursuant to State Code with the provisions listed above  
Securities' market values are derived from the Entity's custodian.

Fiscal Year-to-Date Earnings



Fiscal YTD (\$000s)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2013	\$11.3	\$23.2	\$33.4	\$54.7	\$63.9	\$72.7	\$88.2	\$98.6	\$109.8	\$125.3	\$135.8	\$145.8
FY 2014	\$10.1	\$24.6	\$34.1	\$51.3	\$61.1	\$70.7	\$87.2	\$96.6	\$107.6	\$123.5	\$133.8	\$144.8
FY 2015	\$12.2	\$25.2	\$38.6	\$60.4	\$73.8	\$87.6	\$109.0	\$122.3	\$136.9	\$159.5	\$174.8	\$190.5
FY 2016	\$16.9	\$34.0	\$49.5	\$78.2	\$93.6	\$109.5	\$136.7	\$154.3	\$173.9	\$205.9	\$225.9	\$245.5

Book Rate of Return vs Benchmark



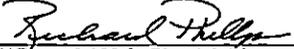
Fiscal YTD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Book Rate of Rtn	0.56%	0.58%	0.59%	0.71%	0.71%	0.71%	0.77%	0.77%	0.77%	0.82%	0.82%	0.82%
Custom Benchmark*	0.40%	0.42%	0.43%	0.45%	0.47%	0.50%	0.53%	0.55%	0.58%	0.60%	0.60%	0.64%
Variance	0.16%	0.16%	0.16%	0.26%	0.24%	0.21%	0.24%	0.22%	0.19%	0.22%	0.22%	0.18%

\*Benchmark: 60% LAIF's Monthly Distribution Rate and 24 Month Moving Average of 40% of the 1-3 Year Agency Index

**Lynwood - Portfolio Management**  
**Portfolio Management**  
**Portfolio Summary**  
**June 30, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Funds	591,708.94	591,708.94	591,708.94	2.04	1	1	0.288	0.290
LAIF	18,598,109.09	18,598,109.09	18,598,109.09	64.08	1	1	0.559	0.567
Corporate Notes	2,250,000.00	2,271,000.00	2,251,898.19	7.76	981	694	1.472	1.492
Federal Agency	1,000,000.00	1,011,260.00	999,657.40	3.44	1,431	492	1.302	1.320
Treasury Coupon Securities	1,000,000.00	1,011,115.00	994,077.17	3.42	1,601	745	1.390	1.409
Federal Agency Callable	500,000.00	500,400.00	500,000.00	1.72	1,095	1,092	1.085	1.100
CD-FDIC	5,097,000.00	5,141,121.53	5,095,693.12	17.55	1,123	542	1.301	1.319
<b>Investments</b>	<b>29,036,818.03</b>	<b>29,125,334.56</b>	<b>29,031,043.91</b>	<b>100.00%</b>	<b>397</b>	<b>203</b>	<b>0.818</b>	<b>0.829</b>

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		19,633.41	245,484.85	245,484.85
Average Daily Balance		29,023,972.96	29,844,554.18	
Effective Rate of Return		0.82%	0.82%	

  
 FTN Financial Main Street Advisors, Rick Phillips      7-19-16

Reporting period 06/01/2016-06/30/2016  
 Data Updated: SET\_PMM: 07/18/2016 15:03  
 Run Date: 07/18/2016 - 15:03

Portfolio LYNW  
 AP  
 PM (PRF\_PMI) 7.3.0  
 Report Ver. 7.3.5

**Lynwood - Maturity Report  
Inventory by Maturity Report  
June 30, 2016**

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM		Days to Maturity
												360	365	
9001	10000	LYNL	PA2	LAIF	07/01/2015	18,598,109.09	0.567		18,598,109.09	1	18,598,109.09	0.559	0.567	1
9000	10011	LYN	PA1	Goldman Sach Govt MMF	07/01/2015	591,708.94	0.290		591,708.94	1	591,708.94	0.286	0.290	1
59013JBB4	10077	LYN	MC2	Merick Bank	08/29/2014	248,000.00	0.850	08/29/2016	248,000.00	731	248,000.00	0.840	0.851	59
29976DNQ9	10050	LYN	MC2	Everbank	09/19/2012	245,000.00	0.900	09/14/2016	245,000.00	1,456	245,000.00	0.888	0.901	75
700654AU0	10079	LYN	MC2	Park National Bank	09/22/2014	247,986.37	0.900	09/19/2016	248,000.00	728	248,000.00	0.914	0.927	80
3137EADS5	10061	LYN	FAC	FHLMC	08/29/2013	499,838.40	0.875	10/14/2016	500,000.00	1,142	500,000.00	0.976	0.990	105
140420RA0	10084	LYN	MC2	Capital One Bank	11/26/2014	248,000.00	1.050	11/28/2016	248,000.00	733	248,000.00	1.037	1.051	150
05580ABC7	10087	LYN	MC2	BMW Bank	01/23/2015	250,000.00	0.900	01/23/2017	250,000.00	731	250,000.00	0.889	0.901	206
24422ERN1	10086	LYN	MTN	John Deere	12/29/2014	250,329.47	1.400	03/15/2017	250,000.00	807	250,000.00	1.193	1.210	257
17284CBW3	10059	LYN	MC2	Cit Bank	04/17/2013	150,000.00	0.900	04/17/2017	150,000.00	1,461	150,000.00	0.888	0.901	290
02006LFB4	10071	LYN	MC2	Ally Bank	06/11/2014	248,000.00	1.100	06/12/2017	248,000.00	1,097	248,000.00	1.085	1.100	346
06740KGZ4	10072	LYN	MC2	Barclays Bank	07/03/2014	244,878.58	1.150	07/03/2017	245,000.00	1,096	245,000.00	1.184	1.200	367
856284Y73	10073	LYN	MC2	State Bank of India	08/01/2014	244,869.20	1.200	07/31/2017	245,000.00	1,095	245,000.00	1.234	1.252	395
14912L6D8	10074	LYN	MTN	Caterpillar	08/20/2014	249,952.81	1.250	08/18/2017	250,000.00	1,094	250,000.00	1.250	1.267	413
795450PA7	10044	LYN	MC2	Sallie Mae Bank	08/22/2012	245,000.00	1.700	08/22/2017	245,000.00	1,826	245,000.00	1.678	1.701	417
94974BGB0	10078	LYN	MTN	Wells Fargo & Company	09/09/2014	249,912.94	1.400	09/08/2017	250,000.00	1,095	250,000.00	1.411	1.430	434
90331HMH3	10080	LYN	MTN	US Bank	09/12/2014	250,014.94	1.375	09/11/2017	250,000.00	1,095	250,000.00	1.351	1.370	437
05573J5VW0	10100	LYN	MC2	BMO Harris Bank NA	10/21/2015	248,000.00	1.100	10/23/2017	248,000.00	733	248,000.00	1.085	1.100	479
98970T5Y8	10101	LYN	MC2	Zions First Natl Bank	11/03/2015	247,687.89	1.100	11/01/2017	248,000.00	729	248,000.00	1.181	1.197	488
912828UA6	10066	LYN	TRC	U.S. Treasury	01/30/2014	496,574.01	0.625	11/30/2017	500,000.00	1,400	500,000.00	1.106	1.121	517
89233P7E0	10103	LYN	MTN	Toyota Motor Credit Corp.	12/23/2015	249,804.46	1.375	01/10/2018	250,000.00	749	250,000.00	1.408	1.427	558
9497483K1	10107	LYN	MC2	Wells Fargo Bank	02/12/2016	248,000.00	1.150	02/12/2018	248,000.00	731	248,000.00	1.136	1.152	591
20451PNK8	10097	LYN	MC2	Compass Bank	08/31/2015	248,000.00	1.500	03/01/2018	248,000.00	913	248,000.00	1.479	1.500	608
38148JQB0	10088	LYN	MC2	Goldman Sachs Bank	04/08/2015	248,000.00	1.200	04/09/2018	248,000.00	1,097	248,000.00	1.191	1.207	647
20033AJL1	10083	LYN	MC2	Comenity Capital Bank	11/28/2014	247,797.65	1.700	05/25/2018	248,000.00	1,274	248,000.00	1.720	1.744	693
717081DG5	10095	LYN	MTN	Pfizer Inc	07/21/2015	250,047.20	1.500	06/15/2018	250,000.00	1,060	250,000.00	1.469	1.490	714
166764AE0	10105	LYN	MTN	Chevron	01/11/2016	249,555.89	1.718	06/24/2018	250,000.00	895	250,000.00	1.785	1.810	723
02587DZM3	10090	LYN	MC2	American Express Centurion	07/01/2015	248,000.00	1.650	07/02/2018	248,000.00	1,097	248,000.00	1.627	1.650	731
2546714Q0	10075	LYN	MC2	Discover Bank	08/21/2014	244,747.38	1.750	08/20/2018	245,000.00	1,460	245,000.00	1.777	1.802	780
14042RAQ4	10098	LYN	MC2	Capital One NA	10/08/2015	247,726.05	1.650	10/09/2018	248,000.00	1,097	248,000.00	1.677	1.700	830
02665WAC5	10109	LYN	MTN	Honda	03/10/2016	252,177.40	2.125	10/10/2018	250,000.00	944	250,000.00	1.708	1.732	831
3135G0YT4	10067	LYN	FAC	FNMA	03/12/2014	499,719.00	1.625	11/27/2018	500,000.00	1,721	500,000.00	1.627	1.649	879
912828C24	10068	LYN	TRC	U.S. Treasury	03/24/2014	497,503.16	1.500	02/28/2019	500,000.00	1,802	500,000.00	1.673	1.696	972
30231GAP7	10110	LYN	MTN	Exxon	03/10/2016	250,103.08	1.708	03/01/2019	250,000.00	1,086	250,000.00	1.669	1.692	973
3136G3TB1	10114	LYN	MC1	FNMA	06/28/2016	500,000.00	1.100	06/28/2019	500,000.00	1,095	500,000.00	1.085	1.100	1,092
02587CCR9	10082	LYN	MC2	American Express Bk FSB	11/13/2014	248,000.00	2.150	11/13/2019	248,000.00	1,826	248,000.00	2.122	2.151	1,230

Portfolio LYNW  
AP  
IM (PRF\_IM) 7.1.1  
Report Ver. 7.3.5

Data Updated: SET\_MAT: 07/18/2016 15:10  
Run Date: 07/18/2016 - 15:11

Lynwood - Maturity Report  
Inventory by Maturity Report

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM		Days to Maturity
												360	365	
87195HNN6	10115	LYN	MC2	Synchrony Bank	06/29/2016	248,000.00	1.550	06/29/2021	248,000.00	1,826	248,000.00	1.530	1.551	1,824
<b>Subtotal and Average</b>						<b>29,031,043.91</b>			<b>29,036,818.03</b>		<b>29,036,818.03</b>	<b>0.818</b>	<b>0.829</b>	<b>203</b>
<b>Net Maturities and Average</b>						<b>29,031,043.91</b>			<b>29,036,818.03</b>		<b>29,036,818.03</b>	<b>0.818</b>	<b>0.829</b>	<b>203</b>

**Lynwood - Credit Rating  
Credit Rating Report  
June 30, 2016  
Sorted by Moody's - Investment Number**

Investment #	Issuer	Security #	Purchase Principal	Book Value	Market Value	Moody's Rating	S&P Rating	Purchase Date	Maturity Date	Days To Maturity	Stated Rate	YTM	% of Total
10011	GSGF	9000	591,708.94	591,708.94	591,708.94	Aaa	AAA	07/01/2015		1	0.290	0.290	2.04
10061	FHLMC	3137EADS5	498,235.00	499,838.40	500,635.00	Aaa	AA+	08/29/2013	10/14/2016	105	0.875	0.990	1.72
10066	USTR	912828UA6	490,722.66	496,574.01	500,410.00	Aaa	AA+	01/30/2014	11/30/2017	517	0.625	1.121	1.71
10067	FNMA	3135G0YT4	499,450.00	499,719.00	510,645.00	Aaa	AA+	03/12/2014	11/27/2018	879	1.625	1.649	1.72
10068	USTR	912828C24	495,371.09	497,503.16	510,705.00	Aaa	AA+	03/24/2014	02/28/2019	972	1.500	1.696	1.71
10110	XOM	30231GAP7	250,115.00	250,103.08	254,062.50	Aaa	AA+	03/10/2016	03/01/2019	973	1.708	1.692	0.86
10114	FNMA	3136G3TB1	500,000.00	500,000.00	500,400.00	Aaa	AA+	06/28/2016	06/28/2019	1,092	1.100	1.100	1.72
<b>SubTotal for Aaa</b>			<b>3,325,602.69</b>	<b>3,335,446.59</b>	<b>3,368,566.44</b>					<b>606</b>	<b>1.036</b>	<b>1.159</b>	<b>11.48</b>
10105	CVX	166764AE0	249,450.00	249,555.89	252,920.00	Aa2	AA-	01/11/2016	06/24/2018	723	1.718	1.810	0.86
<b>SubTotal for Aa2</b>			<b>249,450.00</b>	<b>249,555.89</b>	<b>252,920.00</b>					<b>723</b>	<b>1.718</b>	<b>1.810</b>	<b>0.86</b>
10103	TOY	89233P7E0	249,737.50	249,804.46	251,752.50	Aa3	AA-	12/23/2015	01/10/2018	558	1.375	1.427	0.86
<b>SubTotal for Aa3</b>			<b>249,737.50</b>	<b>249,804.46</b>	<b>251,752.50</b>					<b>558</b>	<b>1.375</b>	<b>1.427</b>	<b>0.86</b>
10080	USB	90331HMH3	250,037.50	250,014.94	251,257.50	A1	AA-	09/12/2014	09/11/2017	437	1.375	1.370	0.86
10095	PFE	717081DG5	250,070.00	250,047.20	252,495.00	A1	AA	07/21/2015	06/15/2018	714	1.500	1.490	0.86
10109	HNDA	02665WAC5	252,472.50	252,177.40	256,682.50	A1	A+	03/10/2016	10/10/2018	831	2.125	1.732	0.87
<b>SubTotal for A1</b>			<b>752,580.00</b>	<b>752,239.54</b>	<b>760,435.00</b>					<b>661</b>	<b>1.668</b>	<b>1.531</b>	<b>2.59</b>
10074	CAT	14912L6D8	249,875.00	249,952.81	250,705.00	A2	A	08/20/2014	08/18/2017	413	1.250	1.267	0.86
10078	WFC	94974BGB0	249,780.00	249,912.94	250,770.00	A2	A	09/09/2014	09/08/2017	434	1.400	1.430	0.86
10086	DE	24422ERN1	251,032.50	250,329.47	250,955.00	A2	A	12/29/2014	03/15/2017	257	1.400	1.210	0.86
<b>SubTotal for A2</b>			<b>750,687.50</b>	<b>750,195.22</b>	<b>752,430.00</b>					<b>368</b>	<b>1.350</b>	<b>1.302</b>	<b>2.58</b>
10000	LAIF	9001	18,598,109.09	18,598,109.09	18,598,109.09	None	None	07/01/2015		1	0.567	0.567	64.06
10044	SLMA	795450PA7	245,000.00	245,000.00	246,505.82	None	None	08/22/2012	08/22/2017	417	1.700	1.701	0.84
10050	FIRALL	29976DNQ9	245,000.00	245,000.00	245,182.42	None	None	09/19/2012	09/14/2016	75	0.900	0.901	0.84
10059	CITBAK	17284CBW3	150,000.00	150,000.00	149,829.89	None	None	04/17/2013	04/17/2017	290	0.900	0.901	0.52
10071	ALLY	02006LFB4	248,000.00	248,000.00	247,880.45	None	None	06/11/2014	06/12/2017	346	1.100	1.100	0.85
10072	BACR	06740KGZ4	244,637.40	244,878.58	244,862.95	None	None	07/03/2014	07/03/2017	367	1.150	1.200	0.84
10073	SBIIN	856284Y73	244,637.40	244,869.20	245,191.59	None	None	08/01/2014	07/31/2017	395	1.200	1.252	0.84
10075	DISC	2546714Q0	244,527.15	244,747.38	250,262.35	None	None	08/21/2014	08/20/2018	780	1.750	1.802	0.84
10077	MERICK	59013JBB4	248,000.00	248,000.00	248,125.98	None	None	08/29/2014	08/29/2016	59	0.850	0.851	0.85
10079	PRK	700654AU0	247,876.00	247,986.37	248,197.53	None	None	09/22/2014	09/19/2016	80	0.900	0.927	0.85
10082	AXPFSB	02587CCR9	248,000.00	248,000.00	258,918.18	None	None	11/13/2014	11/13/2019	1,230	2.150	2.151	0.85
10083	ADS	20033AJL1	247,628.00	247,797.65	252,173.82	None	None	11/28/2014	05/25/2018	693	1.700	1.744	0.85

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**Lynwood - Credit Rating  
Credit Rating Report  
Sorted by Moody's - Investment Number**

Investment #	Issuer	Security #	Purchase Principal	Book Value	Market Value	Moody's Rating	S&P Rating	Purchase Date	Maturity Date	Days To Maturity	Stated Rate	YTM	% of Total
10084	COF	140420RA0	248,000.00	248,000.00	248,333.33	None	None	11/26/2014	11/28/2016	150	1.050	1.051	0.85
10087	BMW	05580ABC7	250,000.00	250,000.00	250,013.79	None	None	01/23/2015	01/23/2017	206	0.900	0.901	0.86
10088	GOLD	38148JQB0	248,000.00	248,000.00	249,503.73	None	None	04/08/2015	04/09/2018	647	1.200	1.207	0.85
10090	AXP	02587DZM3	248,000.00	248,000.00	252,526.79	None	None	07/01/2015	07/02/2018	731	1.650	1.650	0.85
10097	BCOMPS	20451PNK8	248,000.00	248,000.00	250,503.36	None	None	08/31/2015	03/01/2018	608	1.500	1.500	0.85
10098	CAP1NA	14042RAQ4	247,637.92	247,726.05	253,033.97	None	None	10/08/2015	10/09/2018	830	1.650	1.700	0.85
10100	BMO	05573J5W0	248,000.00	248,000.00	248,031.04	None	None	10/21/2015	10/23/2017	479	1.100	1.100	0.85
10101	ZIONSB	98970T5Y8	247,533.76	247,687.89	248,162.20	None	None	11/03/2015	11/01/2017	488	1.100	1.197	0.85
10107	WFB	9497483K1	248,000.00	248,000.00	248,867.13	None	None	02/12/2016	02/12/2018	591	1.150	1.152	0.85
10115	SYF	87195HNN6	248,000.00	248,000.00	255,015.21	None	None	06/29/2016	06/29/2021	1,824	1.550	1.551	0.85
<b>SubTotal for No Specified Rating</b>			<b>23,692,586.72</b>	<b>23,693,802.21</b>	<b>23,739,230.62</b>					<b>117</b>	<b>0.725</b>	<b>0.729</b>	<b>81.54</b>

**Lynwood - Interest Reports**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**June 1, 2016 - June 30, 2016**  
**Yield on Beginning Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Lynwood</b>												
3136G3TB1	10114	LYN	MC1	500,000.00	0.00	500,000.00	06/28/2019	1.100	1.115	45.83	0.00	45.83
3135G0YT4	10067	LYN	FAC	500,000.00	499,709.26	499,719.00	11/27/2018	1.625	1.672	677.08	9.74	686.82
3135G0WA7	10058	LYN	MC1	0.00	499,945.25	0.00	03/28/2018	1.125	1.147	421.87	2.25	424.12
3137EADS5	10061	LYN	FAC	500,000.00	499,791.34	499,838.40	10/14/2016	0.875	1.002	364.58	47.06	411.64
3134G6YC1	10089	LYN	FAC	0.00	500,131.11	0.00	05/30/2017	0.670	0.652	241.94	-9.50	232.44
795450PA7	10044	LYN	MC2	245,000.00	245,000.00	245,000.00	08/22/2017	1.700	1.700	342.33	0.00	342.33
912828UA6	10066	LYN	TRC	500,000.00	496,375.21	496,574.01	11/30/2017	0.625	1.115	256.15	198.80	454.95
912828C24	10068	LYN	TRC	500,000.00	497,426.10	497,503.16	02/28/2019	1.500	1.684	611.41	77.06	688.47
9000	10011	LYN	PA1	591,708.94	79,808.57	591,708.94		0.290	0.548	35.96	0.00	35.96
38148JQB0	10088	LYN	MC2	248,000.00	248,000.00	248,000.00	04/09/2018	1.200	1.197	243.94	0.00	243.94
2546714Q0	10075	LYN	MC2	245,000.00	244,737.67	244,747.38	08/20/2018	1.750	1.800	352.40	9.71	362.11
36160XG27	10037	LYN	MC2	0.00	250,000.00	0.00	06/29/2016	1.350	1.350	258.91	0.00	258.91
02006LFB4	10071	LYN	MC2	248,000.00	248,000.00	248,000.00	06/12/2017	1.100	1.100	224.22	0.00	224.22
29976DNQ9	10050	LYN	MC2	245,000.00	245,000.00	245,000.00	09/14/2016	0.900	0.900	181.23	0.00	181.23
05580ABC7	10087	LYN	MC2	250,000.00	250,000.00	250,000.00	01/23/2017	0.900	0.900	184.93	0.00	184.93
02587DZM3	10090	LYN	MC2	248,000.00	248,000.00	248,000.00	07/02/2018	1.650	1.655	337.25	0.00	337.25
17284CBW3	10059	LYN	MC2	150,000.00	150,000.00	150,000.00	04/17/2017	0.900	0.900	110.96	0.00	110.96
06740KGZ4	10072	LYN	MC2	245,000.00	244,868.66	244,878.58	07/03/2017	1.150	1.200	231.58	9.92	241.50
856284Y73	10073	LYN	MC2	245,000.00	244,859.26	244,869.20	07/31/2017	1.200	1.250	241.64	9.94	251.58
14912L6D8	10074	LYN	MTN	250,000.00	249,949.33	249,952.81	08/18/2017	1.250	1.285	260.41	3.48	263.89
59013JBB4	10077	LYN	MC2	248,000.00	248,000.00	248,000.00	08/29/2016	0.850	0.850	173.26	0.00	173.26
700654AU0	10079	LYN	MC2	248,000.00	247,981.26	247,986.37	09/19/2016	0.900	0.925	183.45	5.11	188.56
90331HMH3	10080	LYN	MTN	250,000.00	250,015.99	250,014.94	09/11/2017	1.375	1.389	286.46	-1.05	285.41
02587CCR9	10082	LYN	MC2	248,000.00	248,000.00	248,000.00	11/13/2019	2.150	2.150	438.25	0.00	438.25
20033AJL1	10083	LYN	MC2	248,000.00	247,788.89	247,797.65	05/25/2018	1.700	1.744	346.52	8.76	355.28
140420RA0	10084	LYN	MC2	248,000.00	248,000.00	248,000.00	11/28/2016	1.050	1.050	214.03	0.00	214.03
24422ERN1	10086	LYN	MTN	250,000.00	250,368.38	250,329.47	03/15/2017	1.400	1.228	291.67	-38.91	252.76
89233P7E0	10103	LYN	MTN	250,000.00	249,793.78	249,804.46	01/10/2018	1.375	1.447	286.46	10.68	297.14
717081DG5	10095	LYN	MTN	250,000.00	250,049.21	250,047.20	06/15/2018	1.500	1.511	312.50	-2.01	310.49
20451PNK8	10097	LYN	MC2	248,000.00	248,000.00	248,000.00	03/01/2018	1.500	1.488	303.26	0.00	303.26

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Lynwood - Interest Reports  
Interest Earnings  
June 1, 2016 - June 30, 2016

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Lynwood</b>												
14042RAQ4	10098	LYN	MC2	248,000.00	247,716.15	247,726.05	10/09/2018	1.650	1.696	335.41	9.90	345.31
05573J5W0	10100	LYN	MC2	248,000.00	248,000.00	248,000.00	10/23/2017	1.100	1.097	223.60	0.00	223.60
98970T5Y8	10101	LYN	MC2	248,000.00	247,668.71	247,687.89	11/01/2017	1.100	1.196	224.22	19.18	243.40
94974BGB0	10078	LYN	MTN	250,000.00	249,906.82	249,912.94	09/08/2017	1.400	1.450	291.67	6.12	297.79
166764AE0	10105	LYN	MTN	250,000.00	249,537.20	249,555.89	06/24/2018	1.718	1.836	357.91	18.69	376.60
9497483K1	10107	LYN	MC2	248,000.00	248,000.00	248,000.00	02/12/2018	1.150	1.150	234.41	0.00	234.41
02665WAC5	10109	LYN	MTN	250,000.00	252,257.15	252,177.40	10/10/2018	2.125	1.751	442.71	-79.75	362.96
30231GAP7	10110	LYN	MTN	250,000.00	250,106.30	250,103.08	03/01/2019	1.708	1.715	355.83	-3.22	352.61
87195HNN6	10115	LYN	MC2	248,000.00	0.00	248,000.00	06/29/2021	1.550	1.550	21.06	0.00	21.06
<b>Subtotal</b>				<b>10,438,708.94</b>	<b>10,422,791.60</b>	<b>10,432,934.82</b>			<b>1.323</b>	<b>10,947.30</b>	<b>311.96</b>	<b>11,259.26</b>
<b>Fund: Lynwood LAIF</b>												
9001	10000	LYNL	PA2	18,598,109.09	18,598,109.09	18,598,109.09		0.567	0.541	8,268.26	0.00	8,268.26
<b>Subtotal</b>				<b>18,598,109.09</b>	<b>18,598,109.09</b>	<b>18,598,109.09</b>			<b>0.541</b>	<b>8,268.26</b>	<b>0.00</b>	<b>8,268.26</b>
<b>Total</b>				<b>29,036,818.03</b>	<b>29,020,900.69</b>	<b>29,031,043.91</b>			<b>0.821</b>	<b>19,215.56</b>	<b>311.96</b>	<b>19,527.52</b>

**Lynwood - Interest Reports**  
**Accrued Interest**  
**Sorted by Fund - Fund**  
**June 1, 2016 - June 30, 2016**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Lynwood</b>										
9000	10011	PA1	591,708.94		0.290	16.61	0.00	35.96	16.61	35.96
14912L6D8	10074	MTN	250,000.00	08/18/2017	1.250	894.10	0.00	260.41	0.00	1,154.51
166764AE0	10105	MTN	250,000.00	06/24/2018	1.718	1,670.28	0.00	357.91	1,944.68	83.51
24422ERN1	10086	MTN	250,000.00	03/15/2017	1.400	738.89	0.00	291.67	0.00	1,030.56
02665WAC5	10109	MTN	250,000.00	10/10/2018	2.125	752.60	0.00	442.71	0.00	1,195.31
717081DG5	10095	MTN	250,000.00	06/15/2018	1.500	1,729.17	0.00	312.50	1,875.00	166.67
89233P7E0	10103	MTN	250,000.00	01/10/2018	1.375	1,346.35	0.00	286.46	0.00	1,632.81
90331HMH3	10080	MTN	250,000.00	09/11/2017	1.375	763.89	0.00	286.46	0.00	1,050.35
94974BGB0	10078	MTN	250,000.00	09/08/2017	1.400	806.94	0.00	291.67	0.00	1,098.61
30231GAP7	10110	MTN	250,000.00	03/01/2019	1.708	960.75	0.00	355.83	0.00	1,316.58
3137EADS5	10061	FAC	500,000.00	10/14/2016	0.875	571.18	0.00	364.58	0.00	935.76
3134G6YC1	10089	FAC	0.00	05/30/2017	0.670	9.30	0.00	241.94	0.00	251.24
3135G0YT4	10067	FAC	500,000.00	11/27/2018	1.625	90.28	0.00	677.08	0.00	767.36
912828UA6	10066	TRC	500,000.00	11/30/2017	0.625	8.54	0.00	256.15	0.00	264.69
912828C24	10068	TRC	500,000.00	02/28/2019	1.500	1,895.38	0.00	611.41	0.00	2,506.79
3135G0WA7	10058	MC1	0.00	03/28/2018	1.125	984.38	0.00	421.87	1,406.25	0.00
3136G3TB1	10114	MC1	500,000.00	06/28/2019	1.100	0.00	0.00	45.83	0.00	45.83
20033AJL1	10083	MC2	248,000.00	05/25/2018	1.700	69.32	0.00	346.52	358.07	57.77
02006LFB4	10071	MC2	248,000.00	06/12/2017	1.100	1,292.99	0.00	224.22	1,367.74	149.47
02587DZM3	10090	MC2	248,000.00	07/02/2018	1.650	1,691.93	0.00	337.25	0.00	2,029.18
02587CCR9	10082	MC2	248,000.00	11/13/2019	2.150	277.55	0.00	438.25	0.00	715.80
06740KGZ4	10072	MC2	245,000.00	07/03/2017	1.150	1,165.59	0.00	231.58	0.00	1,397.17
20451PNK8	10097	MC2	248,000.00	03/01/2018	1.500	935.01	0.00	303.26	0.00	1,238.27
05573J5W0	10100	MC2	248,000.00	10/23/2017	1.100	301.86	0.00	223.60	0.00	525.46
05580ABC7	10087	MC2	250,000.00	01/23/2017	0.900	801.37	0.00	184.93	0.00	986.30
14042RAQ4	10098	MC2	248,000.00	10/09/2018	1.650	609.31	0.00	335.41	0.00	944.72
17284CBW3	10059	MC2	150,000.00	04/17/2017	0.900	166.44	0.00	110.96	0.00	277.40
140420RA0	10084	MC2	248,000.00	11/28/2016	1.050	42.81	0.00	214.03	0.00	256.84
2546714Q0	10075	MC2	245,000.00	08/20/2018	1.750	1,198.15	0.00	352.40	0.00	1,550.55
29976DNQ9	10050	MC2	245,000.00	09/14/2016	0.900	477.25	0.00	181.23	0.00	658.48
36160XG27	10037	MC2	0.00	06/29/2016	1.350	1,433.22	0.00	258.91	1,692.12	0.01
38148JQB0	10088	MC2	248,000.00	04/09/2018	1.200	430.92	0.00	243.94	0.00	674.86
59013JBB4	10077	MC2	248,000.00	08/29/2016	0.850	17.29	0.00	173.26	179.04	11.51
70654AU0	10079	MC2	248,000.00	09/19/2016	0.900	79.48	0.00	183.45	189.57	73.36
856284Y73	10073	MC2	245,000.00	07/31/2017	1.200	998.80	0.00	241.64	0.00	1,240.44

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**Lynwood - Interest Reports**  
**Accrued Interest**  
**Sorted by Fund - Fund**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Lynwood</b>										
795450PA7	10044	MC2	245,000.00	08/22/2017	1.700	1,141.09	0.00	342.33	0.00	1,483.42
87195HNN6	10115	MC2	248,000.00	06/29/2021	1.550	0.00	0.00	21.06	0.00	21.06
9497483K1	10107	MC2	248,000.00	02/12/2018	1.150	156.28	0.00	234.41	242.22	148.47
98970T5Y8	10101	MC2	248,000.00	11/01/2017	1.100	231.69	0.00	224.22	0.00	455.91
		<b>Subtotal</b>	<b>10,438,708.94</b>			<b>26,756.99</b>	<b>0.00</b>	<b>10,947.30</b>	<b>9,271.30</b>	<b>28,432.99</b>
<b>Lynwood LAIF</b>										
9001	10000	PA2	18,598,109.09		0.567	51,325.30	0.00	8,268.26	0.00	59,593.56
		<b>Subtotal</b>	<b>18,598,109.09</b>			<b>51,325.30</b>	<b>0.00</b>	<b>8,268.26</b>	<b>0.00</b>	<b>59,593.56</b>
		<b>Total</b>	<b>29,036,818.03</b>			<b>78,082.29</b>	<b>0.00</b>	<b>19,215.56</b>	<b>9,271.30</b>	<b>88,026.55</b>

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**City of Lynwood  
Cash Reconciliation Report  
For the Period June 1, 2016 - June 30, 2016**

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
06/13/2016	10071	LYN	Interest	02006LFB4	248,000.00	ALLY 0.2M 1.10% Mat. 06/12/2017	06/12/2017	0.00	1,367.74	0.00	1,367.74
06/13/2016	10107	LYN	Interest	9497483K1	248,000.00	WFB 0.2M 1.15% Mat. 02/12/2018	02/12/2018	0.00	242.22	0.00	242.22
06/15/2016	10095	LYN	Interest	717081DG5	250,000.00	PFE 0.3M 1.50% Mat. 06/15/2018	06/15/2018	0.00	1,875.00	0.00	1,875.00
06/20/2016	10079	LYN	Interest	700654AU0	248,000.00	PRK 0.2M 0.90% Mat. 09/19/2016	09/19/2016	0.00	189.57	0.00	189.57
06/24/2016	10105	LYN	Interest	166764AE0	250,000.00	CVX 0.3M 1.72% Mat. 06/24/2018	06/24/2018	0.00	2,147.50	0.00	2,147.50
06/27/2016	10083	LYN	Interest	20033AJL1	248,000.00	ADS 0.2M 1.70% Mat. 05/25/2018	05/25/2018	0.00	358.07	0.00	358.07
06/27/2016	10089	LYN	Sale	3134G6YC1	500,000.00	0.0M 0.67%	05/30/2017	0.00	0.00	500,175.00	500,175.00
06/28/2016	10058	LYN	Interest	3135G0WA7	500,000.00	FNMA 0.5M 1.13% Mat. 03/28/2018	03/28/2018	0.00	1,406.25	0.00	1,406.25
06/28/2016	10114	LYN	Purchase	3136G3TB1	500,000.00	FNMA 0.5M 1.10% Mat. 06/28/2019	06/28/2019	-500,000.00	0.00	0.00	-500,000.00
06/28/2016	10058	LYN	Call	3135G0WA7	500,000.00	0.0M 1.13%	03/28/2018	0.00	0.00	500,000.00	500,000.00
06/29/2016	10037	LYN	Interest	36160XG27	250,000.00	GECAP 0.3M 1.35% Mat. 06/29/2016	06/29/2016	0.00	1,692.12	0.00	1,692.12
06/29/2016	10077	LYN	Interest	59013JBB4	248,000.00	MERICK 0.2M 0.85% Mat.	08/29/2016	0.00	179.04	0.00	179.04
06/29/2016	10037	LYN	Maturity	36160XG27	250,000.00	GECAP 0.3M 1.35% Mat. 06/29/2016	06/29/2016	0.00	0.00	250,000.00	250,000.00
06/29/2016	10115	LYN	Purchase	87195HNN6	248,000.00	SYF 0.2M 1.55% Mat. 06/29/2021	06/29/2021	-248,000.00	0.00	0.00	-248,000.00
<b>Subtotal</b>								<b>-748,000.00</b>	<b>9,457.51</b>	<b>1,250,175.00</b>	<b>511,632.51</b>
<b>Total</b>								<b>-748,000.00</b>	<b>9,457.51</b>	<b>1,250,175.00</b>	<b>511,632.51</b>

Item	6/30/2016	3/31/2016	Change
U.S. Payrolls Monthly Change	287,000	186,000	101,000
Unemployment Rate	4.9%	5.0%	-0.1%
Labor Force Participation	62.7%	63.0%	-0.3%
Effective Fed Funds Rate	0.30%	0.25%	0.05%
Next Fed Funds Hike**	Nov 2018	Jun 2017	+17 Months
3 Month T-Bill	0.261%	0.201%	0.060%
2 Year T-Note	0.584%	0.723%	-0.139%
3 Year T-Note	0.694%	0.854%	-0.160%
5 Year T-Note	1.000%	1.206%	-0.206%
10 Year T-Note	1.471%	1.770%	-0.299%
U.S. Fed Debt Avg Yield*	1.990%	2.034%	-0.044%
30 Year Mortgage Rate	3.53%	3.650%	-0.12%
1-5 Yr Agency Spread	0.14%	0.10%	0.04%
1-5 Yr Corporate Spread	0.84%	0.870%	-0.03%
Dow Jones	17,930	17,685	1.4%
S&P 500	2,099	2,060	1.9%
Consumer Price Index YOY*	1.1%	0.9%	0.2%
U.S. Avg Regular Unleaded	\$2.28	\$2.06	\$0.22
Retail Sales YOY*	2.4%	1.7%	0.7%
Case-Shiller Home Prices YOY*	5.4%	5.5%	0.0%
Gold (per ounce)	\$1,321.90	\$1,232.75	\$89.15
Dollar Index	96.14	94.59	1.56
Consumer Confidence	98.00	92.40	5.60

\*Estimates for the current quarter/month, some data are lagged

Sources: FTN Main Street and Bloomberg

\*\*Next Projected Fed Funds Hike is first month Fed Funds Futures are .625% or higher

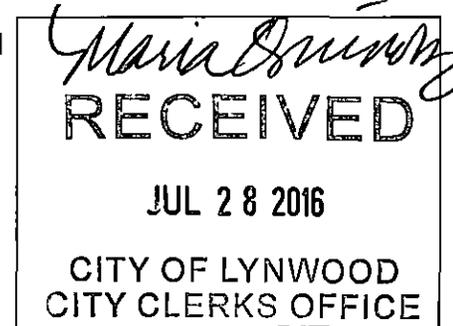
*This Agenda contains a brief general description of each item to be considered. Copies of the staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.*

Procedures for addressing the Members of the Authority

IN ORDER TO EXPEDITE LYNWOOD UTILITY AUTHORITY BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE AUTHORITY FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE SECRETARY PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE MEMBERS OF THE AUTHORITY IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE AUTHORITY.

AGENDA ITEMS ON FILE FOR CONSIDERATION  
AT THE REGULAR MEETING OF  
  
THE LYNWOOD UTILITY AUTHORITY  
TO BE HELD ON AUGUST 2, 2016

6:00 P.M.  
COUNCIL CHAMBERS  
11330 BULLIS ROAD, LYNWOOD, CA 90262



*Only Posted*

EDWIN HERNANDEZ  
PRESIDENT

AIDE CASTRO  
VICE PRESIDENT

SALVADOR ALATORRE  
MEMBER

MARIA T. SANTILLAN-BEAS  
MEMBER

JOSE LUIS SOLACHE  
MEMBER

EXECUTIVE DIRECTOR  
J. ARNOLDO BELTRÁN

FINANCE DIRECTOR  
AMANDA HALL

SECRETARY  
MARIA QUINONEZ

TREASURER  
GABRIELA CAMACHO

DAVID A. GARCIA  
AUTHORITY COUNSEL

**OPENING CEREMONIES**

1. **CALL TO ORDER**
2. **ROLL CALL OF MEMBERS**
  - Salvador Alatorre
  - Maria T. Santillan-Beas
  - Jose Luis Solache
  - Aide Castro
  - Edwin Hernandez
3. **CERTIFICATION OF AGENDA POSTING BY SECRETARY**

**PUBLIC ORAL COMMUNICATIONS**  
**(Regarding Agenda Items Only)**

**NON-AGENDA PUBLIC ORAL COMMUNICATIONS**

THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE LYNWOOD UTILITY AUTHORITY ON ITEMS WITHIN THE JURISDICTION OF THE LYNWOOD UTILITY AUTHORITY AND NOT LISTED ON THE AGENDA. IF AN ITEM IS NOT ON THE AGENDA, THERE SHOULD BE NO SUBSTANTIAL DISCUSSION OF THE ISSUE BY THE LYNWOOD UTILITY AUTHORITY, BUT LYNWOOD UTILITY AUTHORITY MEMBERS MAY REFER THE MATTER TO THE STAFF OR SCHEDULE SUBSTANTIVE DISCUSSION FOR A FUTURE MEETING.

(The Ralph M. Brown Act, Government Code Section 54954.2 (a).)

**NEW/OLD BUSINESS**

4. **APPROVAL OF BOND COUNSEL AND BOND UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE**

**Comments:**

Requests for Qualifications were sent to ten (10) bond counsel firms and thirteen (13) bond underwriter firms. After careful consideration of the responses received, three (3) bond counsel firms and four (4) bond underwriter firms selected for in-person interviews. All firms interviewed demonstrated good knowledge of the City and Lynwood Utility Authority, and showed that they would each be capable of assisting the City and Authority with the proposed bond refinancing as well as any subsequent bond financing where their services might be needed. Upon deliberation, the interview panel concluded that Nossaman LLP and Ramirez & Co. stood out from the group and should be selected as bond counsel and bond underwriter, respectively. (FIN)

**Recommendation:**

Staff recommends that the City Council and the Lynwood Utility Authority adopt the attached resolutions entitled:

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL
- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

#### **ADJOURNMENT**

The Lynwood Utility Authority meetings will be posted as needed. The next meeting will be held in the Council Chambers of City Hall, 11330 Bullis Road, City of Lynwood, California.



# AGENDA STAFF REPORT

DATE: August 2, 2016

TO: Honorable Mayor and Members of the City Council  
Honorable President and Members of the Lynwood Utility Authority

APPROVED BY: Arnaldo Beltran, City Manager/Executive Director *AB*

PREPARED BY: Amanda Hall, Director of Finance *AH*

SUBJECT: Approval of Bond Counsel and Bond Underwriter for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale

### Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority adopt the attached resolution entitled:

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL
- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

### Background:

Requests for Qualifications were sent to ten (10) bond counsel firms and thirteen (13) bond underwriter firms. Responses were received from the following firms:

Bond Counsel Firms	Bond Underwriter Firms
Hawkins Delafield & Wood LLP	Cabrera Capital Markets
Jones Hall	Hilltop Securities
Kronick, Moskovitz, Tiedemann & Girard	Piper Jaffray & Co.

AGENDA  
ITEM  
**4**

Norton Rose Fulbright US LLP	Ramirez & Co.
Nossaman LLP	Raymond James & Associates, Inc
Orrick, Herrington & Sutcliffe LLP	RBC Capital Markets, LLC
Richards Watson & Gershon	Stifel, Nicolaus & Company, Inc.
Sidley Austin LLP	
Stradling Yocca Carlson & Rauth	

After careful consideration of the responses received, the following firms were selected for in-person interviews:

Bond Counsel Firms	Bond Underwriter Firms
Hawkins Delafield & Wood LLP	Hilltop Securities
Nossaman LLP	Ramirez & Co.
Orrick, Herrington & Sutcliffe LLP	RBC Capital Markets, LLC
	Stifel, Nicolaus & Company, Inc.

Interviews were held at City Hall on May 24, 2016. The interview panel included the City Manager, Finance Director, and Lalo Trujillo, Financial Advisor, Mission Trail Advisors.

All firms interviewed demonstrated good knowledge of the City and Lynwood Utility Authority, and showed that they would each be capable of assisting the City and Authority with the proposed bond refinancing as well as any subsequent bond financing where their services might be needed. Upon deliberation, the interview panel concluded that Nossaman LLP and Ramirez & Co. stood out from the group and should be selected as bond counsel and bond underwriter, respectively.

**Discussion and Analysis:**

Staff recommends that the City and Authority accept the selection of Nossaman LLP and Ramirez & Co. as bond counsel and bond underwriter, respectively, for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

**Fiscal Impact:**

The approval of the recommended firm selections has no fiscal impact to the City or Authority as their fees, which will be negotiated to reflect market rates, will be paid from the proposed bond refinancing.

At present, considering current market rates and all fees and costs, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding. However, the staff will also explore and present to City Council and the Authority Board

potential options to leverage the savings for new bonds the proceeds from which can be used to fund new projects.

RESOLUTION NO. \_\_\_\_\_

~~A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL~~

**WHEREAS**, the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds are eligible for refunding; and

**WHEREAS**, given current market conditions, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding; and

**WHEREAS**, staff recommends refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

**WHEREAS**, staff recommends the selection of Nossaman LLP as bond counsel for the proposed refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1.** The City Council and the Lynwood Utility Authority authorizes the Mayor/President to execute a contract with Nossaman LLP as bond counsel for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A public sale.

**Section 2.** This resolution shall become effective immediately upon its adoption.

**Section 3.** The City Clerk shall certify as to the adoption of this City Council and Lynwood Utility Authority Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August 2016.**

\_\_\_\_\_  
Edwin Hernandez, Mayor/President

ATTEST:

Maria Quinonez  
City Clerk/Secretary

Amanda Hall  
Finance Director

APPROVED AS TO FORM:

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David A. Garcia  
City Attorney/Authority Counsel

RESOLUTION NO. \_\_\_\_\_

~~A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL~~

**WHEREAS**, the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds are eligible for refunding; and

**WHEREAS**, given current market conditions, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding; and

**WHEREAS**, staff recommends refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

**WHEREAS**, staff recommends the selection of Ramirez & Co. as underwriter for the proposed refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds and

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1.** The City Council and the Lynwood Utility Authority authorizes the Mayor/President to execute a contract with Ramirez & Co. as underwriter for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A public sale.

**Section 2.** This resolution shall become effective immediately upon its adoption.

**Section 3.** The City Clerk shall certify as to the adoption of this City Council and Lynwood Utility Authority Resolution.

**PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of August 2016.**

\_\_\_\_\_  
Edwin Hernandez, Mayor/President

**ATTEST:**

\_\_\_\_\_  
Maria Quinonez  
City Clerk/Secretary

\_\_\_\_\_  
Amanda Hall  
Finance Director

**APPROVED AS TO FORM:**

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David A. Garcia  
City Attorney/Authority Counsel