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**Americans with Disabilities Act ("ADA"):** In compliance with the ADA, if you need special assistance to participate in the meeting, please contact the Office of the City Clerk at (323) 583-8811. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Agenda**  
**City of Vernon**  
**Regular City Council Meeting**  
**Tuesday, October 20, 2015, 9:00 a.m.**  
**Council Chamber**  
**4305 Santa Fe Avenue**  
**Vernon, California**



*W. Michael McCormick, Mayor*  
*William J. Davis, Mayor Pro-Tem*  
*Luz Martinez, Council Member*  
*Melissa Ybarra, Council Member*  
*Yvette Woodruff-Perez, Council Member*

**CALL TO ORDER & FLAG SALUTE**

**CHANGES TO THE AGENDA**

**PUBLIC COMMENT** - At this time the public is encouraged to address the City Council on any matter that is within the subject matter jurisdiction of the City Council. The public will also be given a chance to comment on matters which are on the posted agenda during City Council deliberation on those specific matters. If you would like to comment concerning a matter that is noticed for a public hearing today, please wait until that hearing is formally opened before making your comment.

**PRESENTATIONS**

1. **[Personnel Matters - Service Pin Awards.](#)**

**September 2015 Anniversary**

<b>Employee Name</b>	<b>Job Title</b>	<b>Years</b>
1. Daniel Santos	Police Sergeant	20
2. Christopher Delgado	Metering Technician	15
3. Irene Castillo	Senior Account Clerk	15

2. [A Proclamation of the Mayor and the City Council of the City of Vernon commending Teresa McAllister for her dedicated service to the City of Vernon.](#)
3. [A Proclamation of the Mayor and the City Council of the City of Vernon commending Police Canine Officer Donald Vanover and Police Canine Rico for their dedication and service to the citizens of Vernon as a member of the Vernon Police Department.](#)
4. [A Proclamation of the Mayor and the City Council of the City of Vernon commending Police Canine Officer Kent Stevenson and Police Canine Roy for their dedication and service to the citizens of Vernon as a member of the Vernon Police Department.](#)
5. [A Proclamation of the Mayor and the City Council of the City of Vernon commending C.R. Laurence Co., Inc. for their economic contribution to the City of Vernon and the surrounding communities.](#)
6. Los Angeles Economic Development Corporation (LAEDC) Most Business Friendly City Finalist Recognition.
7. [Verdugo Fire Communications Center.](#)

## PUBLIC HEARINGS

8. [Public comment on the establishment of Vernon's new Transmission Revenue Balancing Account Adjustment for its high voltage \(over 200 kV\) transmission entitlements \(all located outside the City\) pursuant to Vernon's Transmission Owner Tariff.](#)

[A Resolution of the City Council of the City of Vernon establishing a Transmission Revenue Balancing Account Adjustment for 2016 in accordance With Vernon's Transmission Owner Tariff and providing for tariff sheet changes to implement the adjustment.](#)

**Recommendation:**

(Items A-D)

- A. Find that the establishment of a new Transmission Revenue Balancing Account Adjustment (TRBAA) is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Conduct a Public Hearing; and
- C. Approve the Resolution establishing a New Transmission Revenue Balancing Account Adjustment for 2016 which:
  1. Adopts the newly calculated TRBAA of a positive \$411;
  2. Adopts the replacement of the existing TRBAA of positive \$12,458 with the new TRBAA for 2016 of a positive \$411;

3. Adopts the attached revised Appendix I of Vernon's TO Tariff reflecting the TRBAA of positive \$411; and
- D. Authorize outside counsel to submit the City of Vernon's TRBAA and supporting documentation to the Federal Energy Regulatory Commission (FERC) on behalf of the City of Vernon.

9. **Public comment on the establishment of Vernon's new Existing Transmission Contract Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff.**

**A Resolution of the City Council of the City of Vernon adopting a new Transmission Revenue Requirement for 2016 in accordance with Vernon's transmission owner tariff and providing for tariff sheet changes to implement the adjustment.**

**Recommendation:**

- A. Find that the establishment of a new Transmission Revenue Requirement (TRR) associated with Vernon's high voltage entitlements is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Conduct a Public Hearing; and
- C. Approve the Resolution, pursuant to the Transmission Owner Tariff, to be effective on January 1, 2016, for the establishment of the City's new TRR Transmission Revenue Requirement (TRR) and Appendix I to the TO Tariff implementing the new TRR, as described in the Gas & Electric TRR Report dated on or about October 20, 2015; and
- D. Authorize outside counsel to submit the City's TRR, the amended Appendix I to the Vernon TO Tariff, and supporting documentation such as the TRR Report, to the Federal Energy Regulatory Commission (FERC) on behalf of the City of Vernon.

10. **Public comment on Variance to Meredith Baer/Three Angels Investment LLC to create a lot less than one acre in size and less than 150 foot frontage.**

**A Resolution of the City Council of the City of Vernon approving a variance to Meridith Baer from Section 26.4.1-8(G) of the Vernon City Code, for the property located at 4820 Everett Court.**

**Recommendation:**

(Items A-C)

- A. Find that approval of the proposed variance is categorically exempt from review under the California Environmental Quality Act (CEQA) in accordance with Class 5, Section 15305 of the CEQA Guidelines, "Minor Alterations in Land Limitations," because the proposed lot line adjustment is a minor alteration in a land use limitation in an area with an average slope of less than 20% that does not result in any changes in land use or density. A Notice of Exemption will be prepared and filed with the County Clerk; and

- B. Adopt a resolution approving a variance from Section 26.4.1-8 (g) which mandates that no lot (except in the C-1 and C-2 Overlay Zones) shall be established for any use unless the lot is at least one acre in size, subject to certain conditions, to Three Angels Investment, LLC for the property located at 4726 Everett Court; and
- C. Grant to Three Angels Investment, LLC a waiver from Section 28.28 (b) of the City Code that requires each lot to have a minimum frontage of 150 feet on a public street.

**CONSENT CALENDAR** - All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar by any member of the Council. Those items removed will be considered immediately after the Consent Calendar.

#### Claims Against the City – Received and Filed

- 11. None.

#### Warrant Registers

- 12. Approval of City Payroll Warrant Register No. 712, totaling \$3,061,652.21, which covers the period of September 1, through September 30, 2015, and consists of the following:
  - A. Ratification of direct deposits, checks and taxes totaling \$2,156,447.30; and
  - B. Checks and electronic fund transfers (EFT) paid through General bank account totaling \$905,204.91.
- 13. Approval of City Warrant Register No. 1434, totaling \$1,604,324.38, which covers the period of September 29 through October 12, 2015, and consists of the following:
  - A. Ratification of wire transfers totaling \$1,263,971.75; and
  - B. Ratification of the issuance of early checks totaling \$249,812.45; and
  - C. Authorization to issue pending checks totaling \$90,540.18.
- 14. Approval of Light & Power Warrant Register No. 399, totaling \$598,816.26, which covers the period of September 29 through October 12, 2015, and consists of the following:
  - A. Ratification of wire transfers totaling \$498,450.70; and
  - B. Ratification of the issuance of early checks totaling \$23,551.24; and
  - C. Authorization to issue pending checks totaling \$76,814.32.
- 15. Approval of Gas Warrant Register No. 187, totaling \$133,049.11, which covers the period of September 29 through October 12, 2015, and consists of the following:

- A. Ratification of wire transfers totaling \$112,435.83; and
- B. Ratification of the issuance of early checks totaling \$19,429.42; and
- C. Authorization to issue pending checks totaling \$1,183.86.

**City Administration Department**

**16. Council Conference Attendance Report.**

**Recommendation:**

- A. Receive and file the Council Conference attendance report to the League of California Cities Annual Conference and Expo.

**Fire Department**

**17. Activity Report for the period of September 16 through September 30, 2015, to be received and filed.**

**Health and Environmental Control Department**

**18. September 2015 Monthly Report, to be received and filed.**

**Police Department**

**19. Canine Retirement and Purchase/Transfer Agreement.**

**Recommendation:**

- A. Find that approval of the proposed agreement is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Authorize the execution of a police canine purchase/transfer agreement, in substantially the same form as submitted with the staff report, to be conveyed to Kent Stevenson; and
- C. Authorize the execution of a police canine purchase/transfer agreement, in substantially the same form as submitted with the staff report, to be conveyed to Donald Vanover; and
- D. Authorize the City Administrator to execute the agreements on behalf of the City, in substantially the same form as submitted herewith.

**20. Activity Log and Statistical Summary of Arrests and Activities for the period of September 16, through September 30, 2015, to be received and filed.**

**Public Works, Water, and Development Services Department**

21. [September 2015 Monthly Building Department Report, to be received and filed.](#)

**NEW BUSINESS**

**Fire Department**

22. [Approval to Purchase One \(1\) Paramedic Rescue Ambulance for the Fire Department.](#)

**Recommendation:**

- A. Find that approval of the proposed purchase is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve the purchase of one (1) Paramedic Rescue Ambulance from Leader Industries in the amount of \$164,882.82, and authorize the Purchasing Department to issue a purchase order to Leader Industries to replace the current 2001 Paramedic Rescue Ambulance that no longer meets the needs of the department.

**Gas and Electric Department**

23. [A Resolution of the City Council of the City of Vernon approving and adopting the Vernon Gas & Electric Department Resource Adequacy Plan for 2016, which includes the peak demand forecast, the planning reserve margin, the qualifying capacity criteria and the qualifying capacity from such resources, city's resource adequacy and supply data and approves the resources used to satisfy the California Independent System Operator's Tariff Requirements.](#)

**Recommendation:**

(Items A-C)

- A. Find that the approval of the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2016 is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve the Resolution establishing the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2016 that adopts:
1. The approval of the coincident peak Demand Forecast for 2016;
  2. The approval to retain the same 15% Reserve Margin for planning purposes;
  3. The approval of the Qualifying Capacity Criteria that will be used for determining qualifying resource types and the Qualifying Capacity from such resources;
  4. The approval of the City's annual and monthly Resource Adequacy and Supply data;

5. The approval of the Resource Adequacy resources that will be counted on to satisfy the City's Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement for 2016; and
- C. Authorize staff to submit the City of Vernon Gas & Electric Department's Resource Adequacy (RA) Plan for 2016 and the Monthly Resource Adequacy and Supply data to the CAISO.

## **Human Resources Department**

24. **Adoption of New City of Vernon Personnel Policy and Procedures, Criminal Background and Live Scan Policy I-13, Tattoo and Body Piercing Policy I-16, Alcohol and Drug-Free Workplace Policy III-1, Tardiness Policy III-4, and Administrative Manual Policies, Electronic Equipment and Systems Use Policy 5.1 and Mobile Communication Device Use Policy 5.2.**

**Recommendation:**

- A. Find that approval of the proposed administrative and personnel policy and procedures are exempt from California Environmental Quality Act (CEQA) review, because it is a general policy and procedure making activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378. Furthermore, even if it were a project, because such activity will not have any effect on the environment, this action would be exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Adopt the new Personnel Policy and Procedures, Criminal Background and Live Scan Policy I-13, Tattoo and Body Piercing Policy I-16, Alcohol and Drug-Free Workplace Policy III-1, Tardiness Policy III-4, and Administrative Manual Policies, Electronic Equipment and Systems Use Policy 5.1 and Mobile Communication Device Use Policy 5.2 and incorporate into the Personnel Policies and Procedures Manual and Administrative Manual; and
- C. Authorize the City Administrator and the Director of Human Resources to execute and distribute the above-referenced policies to all employees.

25. **Goals and Accomplishments of the Human Resources Department.**

**Recommendation:**

- A. Find that the update on the goals and accomplishments of the Human Resources Department is exempt from California Environmental Quality Act ("CEQA") review, because it is a general policy and procedure making activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378. Furthermore, even if it were a project, because such activity will not have any effect on the environment, this action would be exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Receive and file the report.

**Public Works, Water and Development Services Department**

**26. [Change Order No. 2 to Contract No. CS-0533, General Pump Company.](#)**

**Recommendation:**

- A. Find that Change Order No. 2 for the installation of a 4-inch Swage Patch at Production Well No. 16, is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301, subsections (b) and (d), because the project involves negligible or no expansion of use beyond that existing at the lead agency's determination; and
- B. Ratify the approval of Change Order No. 2 to Contract No. CS-0533 with General Pump Company, Inc., expanding the services to include the installation of a 4-inch Swage Patch at Production Well No. 16, at a not-to-exceed cost of \$10,850.00.

**DISCUSSION ITEMS AND POSSIBLE DIRECTIVES TO STAFF**

**27. [Options for City Housing Remodeling Project \(continued\).](#)**

**ORAL REPORTS**

- 28. City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator and Department Heads.
- 29. City Council Reports – brief report on activities, announcements, or directives to staff.

**CLOSED SESSION**

**30. PUBLIC EMPLOYEE APPOINTMENT**

Government Code Section 54957(b)(1)

Title: Interim Director of Human Resources

**31. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 3200 Fruitland Ave Vernon

Agency Negotiator: Mark Whitworth, City Administrator/ Alex Kung, Economic Development Manager

Negotiating Party: Fruitland Owner LLC, A Delaware Limited Liability Company (COX)

Under Negotiation: Amendment to Price and Terms of Assignment and Assumption of Purchase and Sales Agreement

**ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Vernon City Hall, located at 4305 Santa Fe Avenue, Vernon, California, and on the City's website, not less than 72 hours prior to the meeting set forth on this agenda. Dated this 15th day of October 2015.

By: \_\_\_\_\_  
Maria E. Ayala  
City Clerk



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CITY ADMINISTRATION


**STAFF REPORT**  
**HUMAN RESOURCES DEPARTMENT**

A handwritten signature in blue ink, possibly reading "T. McAllister", is written over the "CITY ADMINISTRATION" stamp.

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Teresa McAllister, Director of Human Resources Department  
Originator: Veronica Avendano, Administrative Secretary 

**RE:** Service Pin Awards for September 2015

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**Recommendation**

A. City Council to present service pins to those employees hired in September.

**Background**

Submitted herewith lists the employees who are eligible to receive their service pin based on the number of service years with the City of Vernon.

**Fiscal Impact**

None.

**Attachment(s)**

1. September 2015 Service Pin employee list.

**2015 SERVICE PIN LIST**

**SEPTEMBER ANNIVERSARY**

EMPLOYEE'S NAME	DEPARTMENT	TITLE	D.O.H	YEARS
Daniel Santos	Police	Police Sergeant	9/18/1995	20
Christopher Delgado	Gas & Electric	Metering Technician	8/25/2000	15
Irene Castillo	Gas & Electric	Senior Account Clerk	9/20/2000	15



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL  
OF THE CITY OF VERNON COMMENDING TERESA  
MCALLISTER FOR HER DEDICATED SERVICE TO  
THE CITY OF VERNON**

*WHEREAS, Teresa McAllister has faithfully served the City of Vernon as the Director of Human Resources for over three years during a transformational time in the City's history; and*

*WHEREAS, Teresa McAllister will retire from the City of Vernon effective October 29, 2015; and*

*WHEREAS, Teresa McAllister has been an integral member of the City's executive team and has successfully fulfilled a number of key elements of the City's good governance reform measures through the creation of a full-service, proactive, and professional Human Resources Department, the development of collaborative working relationships with the City's six new and existing employee bargaining groups, and the coordination of a comprehensive, citywide classification and compensation study performed by an independent firm; and*

*WHEREAS, Teresa McAllister has worked diligently to improve employee morale throughout the City through the development and reestablishment of various events and programs celebrating and recognizing the valuable service and contributions of City of Vernon employees; and*

*WHEREAS, Teresa McAllister, through the establishment of a new personnel policies and procedures manual, regular employee informational meetings, and extensive employee training and development opportunities, all rooted in best municipal practices, has established a solid foundation for the Human Resources Department to build upon in future years; and*

*WHEREAS, during her long and distinguished career in Human Resources and her recent years with the City of Vernon, Teresa McAllister has won the deepest respect of her colleagues through her contributions and leadership to the City; and*

*WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wish to commend and thank Teresa McAllister for her invaluable service to the City and invite recognition of her contributions and achievements.*

**NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND TERESA MCALLISTER FOR HER DEDICATED SERVICE TO THE CITY OF VERNON. THIS PROCLAMATION IS BEING PRESENTED TO TERESA MCALLISTER BY THE HONORABLE MAYOR W. MICHAEL MCCORMICK FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 20<sup>TH</sup> DAY OF OCTOBER TWO THOUSAND AND FIFTEEN.**



CITY OF VERNON

By:   
W. MICHAEL MCCORMICK, Mayor



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CITY ADMINISTRATION

**STAFF REPORT**  
**VERNON POLICE DEPARTMENT**

*(Handwritten signature)*

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**DATE:** October 20, 2015  
**TO:** Honorable Mayor and Council Members  
**FROM:** Daniel Calleros, Chief of Police *DC*  
**RE:** Canine Retirement Proclamation

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**Recommendation**

The Police Department will conduct a presentation commending Police Canine Handlers Kent Stevenson and Donald Vanover for their commitment to the police canine program and recognize retired police canines "Rico" and "Roy."

**Background**

The Police Department Canine Program has been in place for well over eight years. Both canine service dogs, Rico and Roy have served the residents and businesses of Vernon for the past eight years. Canines Rico and Roy are over ten years of age and have reached the end of their service deployment age.

In general, police canines are retired after about seven or eight years of service. Police canines are heavily trained and go through extensive physical activities during their service life. Over the past months, both canine handlers have noted decreased performance by both canines. Given the number of years of service, staff is recommending the retirement of both canines and to enter into an agreement with Kent Stevenson and Donald Vanover to provide good homes and continued care as Rico and Roy live out their retirement years.

**Fiscal Impact**

None

**Attachment(s)**

None



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON COMMENDING POLICE CANINE OFFICER DONALD VANOVER AND POLICE CANINE RICO FOR THEIR DEDICATION AND SERVICE TO THE CITIZENS OF VERNON AS A MEMBER OF THE VERNON POLICE DEPARTMENT**

*WHEREAS, on October 20, 2015, Police Canine Rico ("Rico") was retired from active duty after eight years of exemplary service; and*

*WHEREAS, Rico became a member of the Vernon Police Department in 2007; and*

*WHEREAS, Rico earned the designation of a certified police canine tracking and narcotics dog; and*

*WHEREAS, Rico was involved in over 900 canine search deployments and located items of evidence; and*

*WHEREAS, Rico has won awards in competitions at K9 Trials, from the Riverside Sheriff's Department; and*

*WHEREAS, due to Rico's age and numerous hours of training, it has become difficult for him to meet the demands of a police canine; and*


*WHEREAS, Police Canine Officer Donald Vanover and Canine Rico have courageously provided eight years of police protection to members of this community, and surrounding law enforcement agencies; and*

*WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wishes to commend and thank Police Canine Rico and Police Canine Officer Donald Vanover for their many years of service to the City and invite recognition of their contributions and achievements.*

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMENDS POLICE CANINE OFFICER DONALD VANOVER AND RECOGNIZES POLICE CANINE RICO. THIS PROCLAMATION IS HEREBY PRESENTED TO POLICE CANINE OFFICER DONALD VANOVER BY THE HONORABLE MAYOR W. MICHAEL MCCORMICK FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 20<sup>TH</sup> DAY OF OCTOBER TWO THOUSAND AND FIFTEEN.



CITY OF VERNON

By:   
W. MICHAEL MCCORMICK, Mayor



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON COMMENDING POLICE CANINE OFFICER KENT STEVENSON AND POLICE CANINE ROY FOR THEIR DEDICATION AND SERVICE TO THE CITIZENS OF VERNON AS A MEMBER OF THE VERNON POLICE DEPARTMENT**

*WHEREAS, on October 20, 2015, Police Canine Roy ("Roy") was retired from active duty after eight years of exemplary service; and*

*WHEREAS, Roy became a member of the Vernon Police Department in 2007; and*

*WHEREAS, Roy earned the designation of a certified police canine tracking and narcotics dog; and*

*WHEREAS, Roy was involved in over 900 canine search deployments and located items of evidence; and*

*WHEREAS, Roy has won awards in competitions at K9 Trials, from the Riverside Sheriff's Department and Ventura Police Department; and*

*WHEREAS, due to Roy's age and numerous hours of training, it has become difficult for him to meet the demands of a police canine; and*

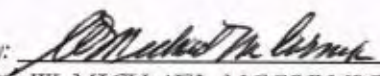
*WHEREAS, Police Canine Officer Kent Stevenson and Canine Roy have courageously provided eight years of police protection to members of this community, and surrounding law enforcement agencies; and*

*WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wishes to commend and thank Police Canine Roy and Police Canine Officer Kent Stevenson for their many years of service to the City and invite recognition of their contributions and achievements.*

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMENDS POLICE CANINE OFFICER KENT STEVENSON AND RECOGNIZES POLICE CANINE ROY. THIS PROCLAMATION IS HEREBY PRESENTED TO POLICE CANINE OFFICER KENT STEVENSON BY THE HONORABLE MAYOR W. MICHAEL MCCORMICK FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 20<sup>TH</sup> DAY OF OCTOBER TWO THOUSAND AND FIFTEEN.



CITY OF VERNON

By:   
W. MICHAEL MCCORMICK, Mayor



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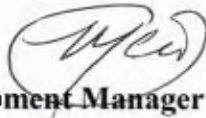
CITY CLERK'S OFFICE

**STAFF REPORT**  
**CITY ADMINISTRATION**

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Mark C. Whitworth, City Administrator  
Originator: Alex Kung, Economic Development Manager 

**RE:** Proclamation for C.R. Laurence Co., Inc.

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**Recommendation**

Approve and present a proclamation to C.R. Laurence Co., Inc. for their economic contribution to the City of Vernon and the surrounding communities.

**Background**

Headquartered in Vernon, C.R. Laurence Co., Inc. has been a leading manufacturer and distributor of custom hardware products and supplies to the glass and glazing industry. The family owned company was first located in Vernon in 1975 with \$250,000 in sales, and has since grown to 42 locations throughout North America, Europe, and Asia, with 1,700 employees and current annual sales of \$570 million. With over one million square feet of land in the City of Vernon, C.R. Laurence has contributed to the economic vitality of Vernon and the surrounding communities. For the past two years, the Los Angeles Business Journal has recognized the company as one of the top 100 Fastest Growing Private Companies in Los Angeles County.

C.R. Laurence was recently acquired by Oldcastle Building Envelope, a subsidiary of Irish building giant CRH Group, for \$1.3 billion. Chief Executive Donald Friese will continue to lead C.R. Laurence after the sale and the company will remain headquartered in Vernon.

Mayor McCormick will present this proclamation to C.R. Laurence on behalf of the City of Vernon at the city council meeting on October 20th.

**Fiscal Impact**

There is only a nominal cost associated with this item, which is covered by the Industrial Development supply budget.

**Attachment(s)**

None.



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF  
THE CITY OF VERNON COMMENDING C.R. LAURENCE CO., INC.  
FOR THEIR ECONOMIC CONTRIBUTION TO THE CITY OF VERNON  
AND THE SURROUNDING COMMUNITIES**

WHEREAS, C.R. Laurence Co., Inc. has been a family owned business headquartered in the City of Vernon contributing to the economic vitality of the City of Vernon since 1975; and

WHEREAS, C.R. Laurence Co., Inc. is a leading manufacturer and distributor of custom hardware products and supplies to the glass and glazing industry; and

WHEREAS, C.R. Laurence Co., Inc. started in 1882 with one location and has since grown to 42 locations throughout North America, Europe, and Asia with 1,700 employees and current annual sales of \$570 million; and

WHEREAS, C.R. Laurence Co., Inc. was recognized by the Los Angeles Business Journal as one of the top 100 Fastest Growing Private Companies for the past two years; and

WHEREAS, C.R. Laurence Co., Inc. was recently acquired by Oldcastle Building Envelope for \$1.3 billion; and

WHEREAS, C.R. Laurence Co., Inc. is led by Donald E. Friese who will continue to serve as Chief Executive Officer; and

WHEREAS, upon the sale of C.R. Laurence Co., Inc. Mr. Friese disbursed approximately \$80 million in bonus payouts to C.R. Laurence employees as a token of his appreciation; and

WHEREAS, C.R. Laurence Co., Inc. owns over one million square feet of land in the City of Vernon and will remain headquartered in Vernon; and

WHEREAS, C.R. Laurence Co., Inc. was recently honored by California Senator Ricardo Lara as a recipient of the "2015 Excellence in Business Award"; and

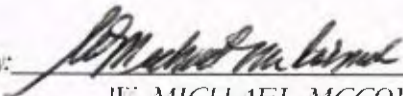
WHEREAS, C.R. Laurence Co., Inc. is a true American success story that exemplifies the "Vernon Means Business" motto; and

WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wishes to commend C.R. Laurence Co., Inc. for their economic contribution to the City of Vernon and the surrounding communities.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMENDS C.R. LAURENCE CO., INC. IN RECOGNITION OF ITS CONTINUED GROWTH AND SUCCESS. THIS PROCLAMATION IS HEREBY PRESENTED TO C.R. LAURENCE CO., INC. BY THE HONORABLE MAYOR W. MICHAEL MCCORMICK FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 20<sup>TH</sup> DAY OF OCTOBER TWO THOUSAND AND FIFTEEN.



CITY OF VERNON

By:   
W. MICHAEL MCCORMICK, Mayor

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OCT 15 2015

CITY CLERK'S OFFICE



**STAFF REPORT**  
**FIRE DEPARTMENT**

**RECEIVED**

OCT 13 2015

CITY ADMINISTRATION

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Michael A. Wilson, Fire Chief   
Originator: Adriana Ramos, Administrative Secretary

**RE:** Verdugo Fire Communications Center Presentation

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**Recommendation**

Executive Administrator, Don Wise of Verdugo Fire Communications Center to provide a brief presentation on the benefits of Verdugo dispatch center.

**Background**

The Verdugo Fire Communications Center was established August 1, 1979, when the founding cities of Burbank, Glendale, and Pasadena were faced with a number of concerns. They recognized a need for a single Fire/EMS communications center which would support mitigation of these issues.

In 1996, the cities of South Pasadena and San Marino contracted for fire dispatch services, which added two more fire stations to the system and an increase of approximately 2,500 incidents per year. Eight more fire stations were added in 1999 when the cities of Monrovia, Arcadia, and Sierra Madre joined the Verdugo System, and in 2000 when San Gabriel was added. Ten additional stations were added when Monterey Park, Alhambra and Montebello joined the Verdugo System in February 2005, April 2006, and February 2009, respectively. In September 2011, the Burbank-Glendale-Pasadena Airport Authority (Bob Hope Airport) became the 13th agency to contract for Verdugo's dispatch services, bringing the total to 44 fire stations in the Verdugo System.

The communications center is now considered a "regional" dispatch center due to its area of responsibility and coordination efforts. It serves as Area Coordinator (Area C) within Region I for State of California Mutual-Aid purposes. The center continues to be jointly overseen and managed by the Burbank, Glendale, and Pasadena Fire Chiefs.

**Fiscal Impact**

None.

**Attachment(s)**

None.



## NOTICE OF TWO SEPARATE PUBLIC HEARINGS


The City Council of the City of Vernon will conduct two public hearings, which you may attend.

- PLACE:** Vernon City Hall  
City Council Chambers  
4305 Santa Fe Avenue  
Vernon, CA 90058
- DATE & TIME:** **Tuesday, October 20, 2015 at 9:00 a.m.**  
(or as soon thereafter as the matter can be heard)
- SUBJECTS:** **(1) To consider evidence to establish Vernon's new Transmission Revenue Balancing Account Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff, and (2) To consider evidence to establish Vernon's new Existing Transmission Contract Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff.**
- REQUEST:** All parties are invited to be present and to submit statements orally or in writing before or during the applicable public hearing
- REVIEW OF THE FILE:** Subject documents are available for inspection by the public at Vernon City Hall, City Clerk Department, 4305 Santa Fe Avenue, Vernon, California 90058, Monday through Thursday, 7:00 a.m. to 5:30 p.m. and on the City's website at: <http://www.cityofvernon.org/government/public-meetings/city-council>
- PROPOSED CEQA FINDING:** Staff plans to recommend that the Vernon City Council determine that the proposals will not have a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA)

If you desire to challenge the actions taken by the City Council or any portion thereof in court, you may be limited to raising only those issues you or someone else raised at the applicable hearings described in this notice or in written correspondence delivered to the City of Vernon during, or before, the hearings.

The hearings may be continued or adjourned or cancelled and rescheduled to a stated time and place without further official notice of the public hearings.

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Carlos Fandino, Jr., Director of Vernon Gas & Electric



RECEIVED

OCT 13 2015

CITY ADMINISTRATION

# STAFF REPORT

## VERNON GAS & ELECTRIC DEPARTMENT

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Carlos Fandino Jr., Director of Vernon Gas & Electric Department  
Originator: Abraham Alemu, Electric Resource Planning & Development  
Manager jointly with Spiegel & McDiarmid, Outside Counsel

**RE:** Establishment of New Transmission Revenue Balancing Account Adjustment (TRBAA) for 2016 ("TRBAA" Report)

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CF 10/13/15

### Recommendation

- A. Find that the establishment of a new Transmission Revenue Balancing Account Adjustment (TRBAA) is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Conduct a Public Hearing; and
- C. Approve the attached Resolution establishing a New Transmission Revenue Balancing Account Adjustment for 2016 which:
  - 1) Adopts the newly calculated TRBAA of a positive \$411;
  - 2) Adopts the replacement of the existing TRBAA of positive \$12,458 with the new TRBAA for 2016 of a positive \$411;
  - 3) Adopts the attached revised Appendix I of Vernon's TO Tariff reflecting the TRBAA of positive \$411; and
- D. Authorize outside counsel to submit the City of Vernon's TRBAA and supporting documentation to the Federal Energy Regulatory Commission (FERC) on behalf of the City of Vernon.

### Background

The City of Vernon ("Vernon" or "City") is a Scheduling Coordinator and a Participating Transmission Owner ("PTO") in the California Independent System Operator Corporation ("ISO"). To participate in the ISO, PTOs are required to turn over administrative control of their

transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services.

The relationship between PTOs and the ISO is governed by a Transmission Control Agreement (“TCA”), which sets forth the specific duties and obligations of all PTOs. The TCA requires all PTOs to file a Transmission Owner Tariff (“TO Tariff”) with the Federal Energy Regulatory Commission (“FERC”).

Pursuant to Section 5.2 of the TO Tariff, Vernon updates its Transmission Revenue Balancing Account Adjustment (“TRBAA”) annually. The TRBAA is a tariff mechanism designed to ensure that all Transmission Revenue Credits (“TRCs”) are flowed through to ISO open access transmission tariff (“ISO Tariff”) customers via annual update filings at the FERC by PTOs. Appendix F, Schedule 3, Section 6.1(b), of the ISO Tariff describes the annual TRBAA calculation as “a dollar amount based on the projected Transmission Revenue Credits as adjusted for the true up of the prior year’s difference between projected and actual credits.”

The attached TRBAA Report supports the establishment of a new TRBAA based on the requirements of the TO Tariff and the ISO Tariff.

### **Fiscal Impact**

There is no known fiscal impact.

### **Attachment(s)**

1. City of Vernon Notice of Public Hearing to establish New Transmission Revenue Balancing Account Adjustment

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON ESTABLISHING A TRANSMISSION REVENUE BALANCING ACCOUNT ADJUSTMENT FOR 2016 IN ACCORDANCE WITH VERNON'S TRANSMISSION OWNER TARIFF AND PROVIDING FOR TARIFF SHEET CHANGES TO IMPLEMENT THE ADJUSTMENT

WHEREAS, the City of Vernon ("City") is a chartered municipal corporation of the State of California that owns and operates a system for the generation, purchase, transmission, distribution and sale of electric capacity and energy; and

WHEREAS, the City is a Participating Transmission Owner ("PTO") with the California Independent System Operator Corporation, a California nonprofit public benefit corporation ("CAISO"); and

WHEREAS, the CAISO requires a PTO to turn over operational control of its transmission facilities and entitlements to the CAISO; and

WHEREAS, in return, the CAISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services; and

WHEREAS, the relationship between PTOs and CAISO is governed by a Transmission Control Agreement ("TCA") which sets forth the specific duties and obligations of all PTOs including the filing of a Transmission Owner Tariff ("TO Tariff") with the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, in order to ensure that all Transmission Revenue Credits are flowed through to CAISO's open access transmission tariff ("CAISO Tariff") customers, the City annually updates its Transmission Revenue Balancing Account Adjustment ("TRBAA") by a dollar amount

reflecting the proposed Transmission Revenue Credits adjusted for difference between projected and actual credits from the prior year; and

WHEREAS, a Notice of Public Hearing was published on October 1, 2015, notifying all interested parties that a hearing to consider evidence to establish the City's new TRBAA for 2016 was scheduled for October 20, 2015, at approximately 9 a.m., subject to the hearing being continued or adjourned to a stated time and place without further notice of public hearing; and

WHEREAS, a Public Hearing was held on October 20, 2015, in which the City Council took evidence from staff and those other persons in attendance who wished to be heard on the establishment of the City's new TRBAA; and

WHEREAS, the Gas & Electric Department has prepared a Report, with exhibits, dated on or about October 20, 2015 ("Report"), which determines the new TRBAA for 2016 to be consistent with the TO Tariff and supports the TRBAA and the changes to Appendix I of the TO Tariff to implement the new TRBAA effective January 1, 2016; and

WHEREAS, the Gas & Electric Department has recommended that the TRBAA and Appendix I to the TO Tariff implementing the new TRBAA be approved; and

WHEREAS, the City Council has heard and considered all evidence, both written and oral, presented in consideration of the establishment of the City's new TRBAA and revised Appendix I to the TO Tariff implementing the new TRBAA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby

finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt under the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby further finds and determines that all persons have had the opportunity to be heard or to file written comments to the proposed establishment of the City's new TRBAA and amended Appendix I to the TO Tariff implementing the new TRBAA, and, after due consideration of any and all evidence submitted at the public hearing, determines that there are compelling reasons to justify the establishment of the City's new TRBAA for 2016 and an amended Appendix I to the TO Tariff implementing the new TRBAA for 2016, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION 4: The City Council of the City of Vernon hereby approves, pursuant to the TO Tariff and to be effective on January 1, 2016, the establishment of the City's new TRBAA for 2016 and revised Appendix I to the TO Tariff implementing the new TRBAA for 2016, as described in the Report, a copy of which is attached hereto as Exhibit B and made a part hereof.

SECTION 5: The City Council of the City of Vernon hereby authorizes outside counsel to submit the City's new TRBAA for 2016, the revised Appendix I to the TO Tariff, and supporting documentation, such as the Report and this City Council Resolution, to FERC on behalf of the City of Vernon.

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SECTION 6: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of resolutions of the Council of this City.

APPROVED AND ADOPTED this 20<sup>th</sup> day of October, 2015.

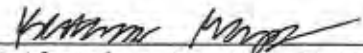
\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Mayor

ATTEST:

\_\_\_\_\_  
City Clerk / Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Katharine Mapes, Esq.  
Spiegel & McDiarmid, LLP  
Special Counsel to City

STATE OF CALIFORNIA        )  
                                  ) ss  
COUNTY OF LOS ANGELES    )

I, \_\_\_\_\_, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. \_\_\_\_\_, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, October 20, 2015, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this \_\_\_\_ day of October, 2015, at Vernon, California.

\_\_\_\_\_  
City Clerk / Deputy City Clerk

(SEAL)

# EXHIBIT - A

APPENDIX I (Revised)

Transmission Revenue Requirement and TRBAA

The Vernon Base Transmission Revenue Requirement is ~~\$2,310,907~~2,973,047 and is comprised of the following components:

Base TRR costs not subject to ETC Adjustment Clause:	\$498,480
ETC Adjustment Clause:	
Forecast SCE ETC Costs:	<del>\$1,989,120</del> <u>2,575,200</u>
Balance of Difference between prior year Forecast and Actual SCE ETC Costs:	<del>(\$169,709)</del> <u>95,371</u>
Interest on Difference between prior year Forecast and Actual SCE ETC Costs:	<del>(\$6,984)</del> <u>5,262</u>

The ETC Adjustment Clause is: The projected SCE ETC Cost for the next calendar year, plus the true-up (positive or negative) of the prior October through September SCE ETC Cost with interest calculated pursuant to 18 C.F.R. § 35.19a. The ETC Adjustment Clause will be recalculated annually and filed with the Commission with a proposed effective date of January 1 of each year.

The TRBAA is a positive ~~\$12,458~~411 for calendar year 2015~~6~~.

Vernon's Gross Load, consistent with its TRR, used by the ISO to develop the Transmission Access Charge is 1,181,728 MWhs.

All of Vernon's transmission facilities and Entitlements placed under the ISO's Operational Control are High Voltage Facilities as defined by the ISO Tariff.

The TRBAA will be recalculated annually consistent with the ISO Tariff approved by the Vernon City Council, and provided to the ISO.

## APPENDIX I

### Transmission Revenue Requirement and TRBAA

The Vernon Base Transmission Revenue Requirement is **\$2,973,047** and is comprised of the following components:

Base TRR costs not subject to ETC Adjustment Clause:	\$498,480
ETC Adjustment Clause:	
Forecast SCE ETC Costs:	\$2,575,200
Balance of Difference between prior year Forecast and Actual SCE ETC Costs:	(\$95,371)
Interest on Difference between prior year Forecast and Actual SCE ETC Costs:	(\$5,262)

The ETC Adjustment Clause is: The projected SCE ETC Cost for the next calendar year, plus the true-up (positive or negative) of the prior October through September SCE ETC Cost with interest calculated pursuant to 18 C.F.R. § 35.19a. The ETC Adjustment Clause will be recalculated annually and filed with the Commission with a proposed effective date of January 1 of each year.

The TRBAA is a positive **\$411** for calendar year 2016.

Vernon's Gross Load, consistent with its TRR, used by the ISO to develop the Transmission Access Charge is 1,181,728 MWhs.

All of Vernon's transmission facilities and Entitlements placed under the ISO's Operational Control are High Voltage Facilities as defined by the ISO Tariff.

The TRBAA will be recalculated annually consistent with the ISO Tariff approved by the Vernon City Council, and provided to the ISO.

# EXHIBIT - B

**CITY OF VERNON GAS & ELECTRIC DEPARTMENT  
REPORT REGARDING THE ESTABLISHMENT OF A NEW  
TRANSMISSION REVENUE BALANCING ACCOUNT ADJUSTMENT  
FOR CALENDAR YEAR 2016**

**October 20, 2015**

The City of Vernon ("Vernon" or "City") is a Scheduling Coordinator and a Participating Transmission Owner ("PTO") in the California Independent System Operator Corporation ("ISO"). To participate in the ISO, PTOs are required to turn over administrative control of their transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services.

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Pursuant to Section 5.2 of the TO Tariff, Vernon updates its Transmission Revenue Balancing Account Adjustment ("TRBAA") annually. The TRBAA is a tariff mechanism designed to ensure that all Transmission Revenue Credits ("TRCs") are flowed through to ISO open access transmission tariff ("ISO Tariff") customers via annual update filings at the FERC by PTOs. Appendix F, Schedule 3, Section 6.1(b), of the ISO Tariff describes the annual TRBAA calculation as "a dollar amount based on the projected Transmission Revenue Credits as adjusted for the true up of the prior year's difference between projected and actual credits." This Report supports the establishment of a new TRBAA based on the requirements of the TO Tariff and the ISO Tariff.

**SUMMARY**

Section 5.2 of the Vernon TO Tariff identifies the items to be reflected in the TRBAA

and sets forth the procedure for revising the Transmission Revenue Balancing Account ("TRBA") on an annual basis, as follows:

## 5.2 Transmission Revenue Balancing Account Adjustment

The Participating TO shall maintain a TRBA that will ensure that all Transmission Revenue Credits and the refunds, specified in Sections 6 and 8 of Appendix F, Schedule 3 of the ISO Tariff, flow through to transmission customers.

The TRBAA shall be equal to:  $TRBAA = TRC_F + TRC_T + I$ .

$TRC_T$  = The balance representing the prior period difference between the projected Transmission Revenue Credits and the actual credits.

$TRC_F$  = The forecast of Transmission Revenue Credits for the following calendar year.

$I$  = The interest balance for the TRBA, which shall be calculated using the interest rate pursuant to Section 35.19(a) of FERC's regulations under the Federal Power Act (18 C.F.R. § 35.19(a)). Interest shall be calculated based on the average TRBA principal balance each month, compounded quarterly.

Transmission Revenue Credits ("TRCs") are defined in Section 3.12 of the current Vernon TO Tariff as follows:

- 3.12 **Transmission Revenue Credit:** The sum of all revenues received by the Participating TO from the ISO for Wheeling service.

The TRBAA is based on the balance in the TRBA as of September 30 of the current year and a forecast of the TRCs expected to be received in the following year. A summary of the elements of the Vernon TRBAA proposed to be effective January 1, 2016 is shown in Exhibit 1. It shows that the balance in the Vernon TRBA as of

September 30, 2015, which reflects services rendered through June 30, 2015, is a debit of \$1,446, including interest. TRCs are projected to be a credit of \$1,035. Taken together, these items sum up to a TRBAA to be effective for the twelve months starting January 1, 2016 of a debit, or positive, balance of \$411.

All of the Vernon transmission entitlements that are reflected in Vernon's transmission rates and the TRBAA are high voltage facilities. Therefore, there is no need to allocate TRCs or other TRBAA components between high voltage and low voltage rates.

### **CALCULATION OF THE NEW TRBAA**

The TRBAA is equal to the sum of:  $TRC_F + TRC_T + I$ .

The balance in the TRBA of a debit of \$1,446 as of September 30, 2015 represents the sum of the  $TRC_T$  and the  $I$  components.

### **The $TRC_T$ Component of Vernon's TRBAA**

$TRC_T$  represents a balance that reflects the difference for the prior period between the projected TRCs and the actual credits. The prior period in this case is the twelve-month period starting October 1, 2014 and ending September 30, 2015.

A summary of the determination of the September 30, 2015 balance in the Vernon TRBA is shown in Exhibit 2. The  $TRC_T$  component reflects 1) the previously projected 2014 TRCs for Vernon of \$13,331 or \$1,110.92 per month, for the months October through December 2014, and 2) projected 2015 TRCs of \$12,458 or \$1,038.17 per month, for the months January through September 2015—both elements as reflected on Line No. 10 of Exhibit 2. Adjustments for actual payable TRCs reflecting high voltage wheeling revenues payable to the TO (i.e., Vernon) are reflected in Line 11 of Exhibit 2 and produce the under (over) collection figures for the monthly payable TRC balances reflected in Line 14 of Exhibit 2. The monthly balances are carried forward from month to month in Line 14 of Exhibit 2. Interest is calculated monthly (the  $I$  component) on the average monthly balance and is compounded quarterly into the monthly payable TRC balances pursuant to Section

5.2 of the Vernon TO Tariff. The interest calculation for payable TRC balances is shown in Lines 16-20 of Exhibit 2. The TRBA balance on September 30, 2015 is shown in Line 25 of Exhibit 2.

### **The I (Interest) Component of Vernon's TRBAA**

As discussed above, the I component reflects interest on payable balances and on payments for prior year TRCs. As provided in Section 5.2 of Vernon's TO Tariff, monthly interest carrying costs are calculated using the 18 C.F.R. § 35.19(a) interest rates and calculation method. These interest rates are published by FERC and reflect the prime rate values published in the Federal Reserve Bank's "Selected Interest Rates."

The calculation of interest is reflected in Exhibit 2 and is included as an integral part of the calculation of the TRBA balance on September 30, 2015. It is not reflected as a separate line item in Exhibit 1.

### **The TRC<sub>F</sub> Component of Vernon's TRBAA**

The TRC<sub>F</sub> component of Vernon's TRBAA stands for the forecast of TRCs for the following calendar year, in this case 2016. These forecast TRCs reflect projected wheeling revenues.

Wheeling revenues, which correspond to ISO Charge Type 384, are projected to be a credit of \$1,034.60, as shown in Exhibit 3.

These projections are based on the accruals for services provided during the twelve-month period ending June 30, 2015, which are reflected in the ISO's invoices to Vernon through September 30, 2015. A summary of the monthly accruals for the twelve months ending September 30, 2015 is shown in Exhibit 4.

**RECOMMENDATIONS**

1. Approve the newly calculated TRBAA of a positive \$411,
2. Approve replacing the existing TRBAA of positive \$12,458 with the new TRBAA for 2016 of a positive \$411.
3. Approve the attached revised Appendix I of Vernon's TO Tariff reflecting the TRBAA of positive \$411.
4. Authorize outside counsel to submit Vernon's TRBAA and supporting documentation, such as this Report and the City Council Resolution approving the new TRBAA to FERC.

# EXHIBIT - 1

CITY OF VERNON  
TRANSMISSION REVENUE BALANCING ACCOUNT ADJUSTMENT (TRBAA)  
CALENDAR YEAR 2016

<u>DESCRIPTION</u>	<u>TOTAL</u>
Balance in TRBA on September 30, 2015 including interest	\$1,446
Forecast Transmission Revenue Credits	(\$1,035)
TRBAA	<hr/> \$411

**Source:**

Line 9 Exhibit 2, Column N, Line No.25.  
Line 12 Exhibit 3, Column E, Line No.23.

# EXHIBIT - 2

**CITY OF VERNON  
TRANSMISSION REVENUE BALANCING ACCOUNT  
for Calendar Year 2016 TRBAA**

	October 2014	November 2014	December 2014	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	September 2015
<b>BEGINNING BALANCE</b>	\$14,688.26	\$13,671.72	\$12,460.12	\$11,436.00	\$10,412.20	\$8,372.72	\$6,348.30	\$7,278.42	\$8,218.81	\$5,152.74	\$3,878.08	\$2,597.77
AUTHORIZED REVENUE / TRBAA CREDITS												
HIGH VOLTAGE WHEELING REVENUE	(\$1,110.92)	(\$1,110.92)	(\$1,110.92)	(\$1,038.17)	(\$1,038.17)	(\$1,038.17)	(\$1,038.17)	(\$1,038.17)	(\$1,038.17)	(\$1,038.17)	(\$1,038.17)	(\$1,038.17)
DUE TO												
Under(Over) Collection	(\$106.63)	(\$80.68)	(\$28.53)	\$14.37	(\$1.32)	(\$26.57)	(\$71.71)	(\$24.44)	(\$80.72)	(\$136.49)	(\$342.15)	(\$140.73)
	(\$1,216.54)	(\$1,191.59)	(\$1,139.45)	(\$1,023.80)	(\$1,039.49)	(\$1,064.74)	(\$1,109.88)	(\$1,062.61)	(\$1,118.89)	(\$1,174.65)	(\$1,380.32)	(\$1,178.90)
<b>ENDING BALANCE</b>	\$13,671.72	\$12,460.12	\$11,329.67	\$10,412.20	\$8,372.72	\$6,306.98	\$7,278.42	\$8,218.81	\$5,097.82	\$3,978.08	\$2,597.77	\$1,418.88
AVERAGE BEGINNING BALANCE	\$14,278.99	\$13,075.92	\$11,904.80	\$10,924.10	\$9,892.46	\$8,840.85	\$7,894.36	\$6,748.12	\$5,857.37	\$4,565.41	\$3,287.83	\$2,006.32
INTEREST RATE	3.25%	3.25%	3.25%	3.26%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
INTEREST	\$38.97	\$35.41	\$32.24	\$29.59	\$28.79	\$23.94	\$21.22	\$18.28	\$15.32	\$12.36	\$8.90	\$5.44
<b>ENDING BALANCE</b>	\$13,710.38	\$12,515.54	\$11,361.91	\$10,441.79	\$8,398.51	\$8,332.92	\$7,300.64	\$8,235.09	\$5,113.24	\$3,990.45	\$2,606.87	\$1,424.51
										INTEREST FOR JULY		\$12.36
										INTEREST FOR AUGUST		\$8.90
										ENDING BALANCE		\$1,445.58

# EXHIBIT - 3

CITY OF VERNON  
FORECAST TRANSMISSION CREDITS  
for Calendar Year 2016 TRBAA

<u>MONTH</u>	<u>Wheeling</u>	<u>Total</u>
January-16	(\$86.22)	(\$86.22)
February-16	(\$86.22)	(\$86.22)
March-16	(\$86.22)	(\$86.22)
April-16	(\$86.22)	(\$86.22)
May-16	(\$86.22)	(\$86.22)
June-16	(\$86.22)	(\$86.22)
July-16	(\$86.22)	(\$86.22)
August-16	(\$86.22)	(\$86.22)
September-16	(\$86.22)	(\$86.22)
October-16	(\$86.22)	(\$86.22)
November-16	(\$86.22)	(\$86.22)
December-16	<u>(\$86.22)</u>	<u>(\$86.22)</u>
Total	<b>(\$1,034.60)</b>	<b>(\$1,034.60)</b>

# EXHIBIT - 4

Vernon Historical Transmission Credits  
for Calendar Year 2016 TRBAA

**Wheeling Revenues**

ISO INVOICE

Month            CT 384  
                    Final Adjustments            Total

July-14	(\$70.83)	\$ (34.79)	(\$105.63)
August-14	(\$75.72)	(\$4.96)	(\$80.68)
September-14	(\$48.74)	\$9.21	(\$39.53)
October-14	(\$2.24)	\$16.61	\$14.37
November-14	(\$3.91)	\$2.60	(\$1.32)
December-14	(\$28.77)	\$3.20	(\$25.57)
January-15	(\$66.34)	(\$5.37)	(\$71.71)
February-15	(\$26.70)	\$2.26	(\$24.44)
March-15	(\$80.72)	\$0.00	(\$80.72)
April-15	(\$115.54)	(\$20.95)	(\$136.49)
May-15	(\$309.60)	(\$32.55)	(\$342.15)
June-15	(\$142.81)	\$2.08	(\$140.73)

(\$1,034.60)



**NOTICE OF TWO SEPARATE PUBLIC HEARINGS**

The City Council of the City of Vernon will conduct two public hearings, which you may attend.

**PLACE:** Vernon City Hall  
City Council Chambers  
4305 Santa Fe Avenue  
Vernon, CA 90058

**DATE & TIME:** Tuesday, October 20, 2015 at 9:00 a.m.  
(or as soon thereafter as the matter can be heard)

**SUBJECTS:** (1) To consider evidence to establish Vernon's new Transmission Revenue Balancing Account Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff, and (2) To consider evidence to establish Vernon's new Existing Transmission Contract Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff.

**REQUEST:** All parties are invited to be present and to submit statements orally or in writing before or during the applicable public hearing

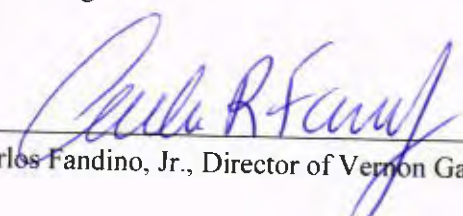
**REVIEW OF THE FILE:** Subject documents are available for inspection by the public at Vernon City Hall, City Clerk Department, 4305 Santa Fe Avenue, Vernon, California 90058, Monday through Thursday, 7:00 a.m. to 5:30 p.m. and on the City's website at: <http://www.cityofvernon.org/government/public-meetings/city-council>

**PROPOSED CEQA FINDING:** Staff plans to recommend that the Vernon City Council determine that the proposals will not have a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA)

If you desire to challenge the actions taken by the City Council or any portion thereof in court, you may be limited to raising only those issues you or someone else raised at the applicable hearings described in this notice or in written correspondence delivered to the City of Vernon during, or before, the hearings.

The hearings may be continued or adjourned or cancelled and rescheduled to a stated time and place without further official notice of the public hearings.

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Carlos Fandino, Jr., Director of Vernon Gas & Electric



**RECEIVED**

OCT 15 2015

CITY CLERK'S OFFICE

**RECEIVED**

OCT 13 2015

CITY ADMINISTRATION

# STAFF REPORT

## VERNON GAS & ELECTRIC DEPARTMENT

*[Handwritten signature]*

**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Carlos Fandino Jr., Director of Vernon Gas & Electric Department  
 Originator: Abraham Alemu, Electric Resource Planning & Development  
 Manager jointly with Spiegel & McDiarmid, Outside Counsel

**RE:** Establishment of New Transmission Revenue Requirement (TRR) Associated with Vernon's High Voltage Entitlements ("TRR Report")

*[Handwritten signature]*

### Recommendation

- A. Find that the establishment of a new Transmission Revenue Requirement (TRR) associated with Vernon's high voltage entitlements is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Conduct a Public Hearing; and
- C. Approve the attached Resolution, pursuant to the Transmission Owner Tariff, to be effective on January 1, 2016, for the establishment of the City's new TRR Transmission Revenue Requirement (TRR) and Appendix I to the TO Tariff implementing the new TRR, as described in the Gas & Electric TRR Report dated on or about October 20, 2015; and
- D. Authorize outside counsel to submit the City's TRR, the amended Appendix I to the Vernon TO Tariff, and supporting documentation such as the TRR Report, to the Federal Energy Regulatory Commission (FERC) on behalf of the City of Vernon.

### Background

The City of Vernon ("Vernon" or "City") is a Scheduling Coordinator and a Participating Transmission Owner ("PTO") in the California Independent System Operator Corporation ("ISO"). To participate in the ISO, PTOs are required to turn over administrative control of their transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to

provide transmission services. These calculations are known as Transmission Revenue Requirements (“TRRs”).

The relationship between PTOs and the ISO is governed by a Transmission Control Agreement (“TCA”), which sets forth specific duties and obligations of all PTOs. The TCA requires all PTOs to file a Transmission Owner Tariff (“TO Tariff”) and TRR with the Federal Energy Regulatory Commission (“FERC”). The TCA further requires all PTOs to file any changes in their TRRs with FERC. Each PTO must also include in its TO Tariff its Gross Load which the ISO uses to calculate its grid-wide Transmission Access Charge (“TAC”) rates, and which is related to the City’s ability to recover its full TRR.

## **TRANSMISSION REVENUE REQUIREMENT**

At present, the City’s high voltage transmission assets consist of three long-term contracts (known as “existing transmission contracts” or “ETCs”) which provide the City with dedicated access to high voltage transmission facilities owned by other entities. Specifically, the City has contractual entitlements to utilize transmission assets pursuant to one long-term transmission contract with the Los Angeles Department of Water and Power (“LADWP”) and two long-term transmission contracts with Southern California Edison (“SCE”). The ETCs with SCE consist of one (the “SCE Victorville-Lugo ETC” described in SCE’s FERC Rate Schedule 360) providing 11 MW of transmission capacity along the path between the Victorville-Lugo midpoint and the point of interconnection with the City’s internal transmission system (the “City Gate”), and one (the “SCE Mead ETC” described in SCE’s FERC Rate Schedule 207) providing 26 MW of transmission capacity along the path between the Mead 230 substation and the City Gate.

The costs of these ETCs make up the majority of the costs recovered through the City’s TRR. Until recently, for each of the ETCs, the City paid the owner of the transmission facilities a fixed rate which was specific to the transmission path provided under each ETC.

The attached TRR Report supports the establishment of a new transmission revenue requirement associated with Vernon’s high voltage entitlements.

### **Fiscal Impact**

The cost of Existing Transmission Service Contracts (ETC) incurred by the City will be recovered.

### **Attachment(s)**

1. City of Vernon Notice of Public Hearing to establish New Transmission Revenue Requirement

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON ADOPTING A NEW TRANSMISSION REVENUE REQUIREMENT FOR 2016 IN ACCORDANCE WITH VERNON'S TRANSMISSION OWNER TARIFF AND PROVIDING FOR TARIFF SHEET CHANGES TO IMPLEMENT THE ADJUSTMENT

WHEREAS, the City of Vernon ("City") is a chartered municipal corporation of the State of California that owns and operates a system for the generation, purchase, transmission, distribution and sale of electric capacity and energy; and

WHEREAS, the City is a Participating Transmission Owner ("PTO") with the California Independent System Operator Corporation ("ISO"), and the Federal Energy Regulatory Commission ("FERC") has approved its existing Transmission Owner Tariff ("TO Tariff"); and

WHEREAS, the ISO reimburses the City according to the City's current Transmission Revenue Requirement ("TRR") in return for the City turning over to the ISO the operation and control of the City's transmission entitlements; and

WHEREAS, each PTO must include in its TO Tariff its Gross Load, which the ISO uses to calculate its grid-wide Transmission Access Charge ("TAC") rates, and which is related to the City's ability to recover its full TRR; and

WHEREAS, the City's transmission entitlements include rights under certain contracts (each an "ETC") including (i) an agreement with the City of Los Angeles Department of Water and Power entitled "Los Angeles-Vernon Adelanto-Victorville-Lugo Firm Transmission Service Agreement" (the "LAWDP ETC"); (ii) an agreement with Southern California Edison Company ("SCE") entitled "Amended and Restated

Edison-Vernon Victorville-Lugo Firm Transmission Service Agreement" (the "SCE Victorville-Lugo ETC"); and (iii) an agreement with SCE entitled "Amended and Restated Edison-Vernon Mead Firm Transmission Services Agreement" (the "SCE Mead ETC"); and

WHEREAS, the City's costs under the LADWP ETC, the SCE Victorville-Lugo ETC, and the SCE Mead ETC have traditionally been based upon a negotiated fixed "path-specific" rate charged by LADWP or SCE, based on the actual costs of the specific transmission lines made available under each ETC, multiplied by the amount of transmission capacity guaranteed to the City under each ETC; and

WHEREAS, on August 1, 2008, SCE filed a petition with FERC seeking to amend the pricing structure under the SCE Victorville-Lugo ETC and the SCE Mead ETC to replace the negotiated path-specific rates set forth in those ETCs with a "postage-stamp" rate which reflects the blended rate SCE charges to the ISO for the actual usage of all of SCE's transmission lines by customers of the ISO; and

WHEREAS, the postage-stamp rate which SCE charges to the ISO is derived from SCE's TRR and, therefore, will change each time SCE amends its TRR; and

WHEREAS, on September 30, 2008, FERC accepted, subject to refund and hearing and settlement procedures, SCE's proposed revisions under the SCE Victorville-Lugo ETC and the SCE Mead ETC to replace the negotiated path-specific rates set forth in those ETCs with a postage-stamp rate, and thus the City's costs under the SCE Victorville-Lugo ETC and the SCE Mead ETC will vary proportionately with any changes in SCE's TRR; and

WHEREAS, the City reached a settlement agreement (the "SCE Settlement") with SCE to amend the SCE Victorville-Lugo ETC and the SCE

Mead ETC to replace the path-specific rates set forth in those ETCs with SCE's postage-stamp rate after a phase-in period that began on August 1, 2009, during which the City's path-specific rates in those ETCs are gradually stepped-up over three years (the "Phase-In Rates") until the path-specific rates are equal to SCE's postage-stamp rate as of January 1, 2013; and

WHEREAS, under the SCE Settlement, the City's costs for the SCE Victorville-Lugo ETC and the SCE Mead ETC are equal to (i) from August 1, 2009, until December 31, 2012, the Phase-In Rates, and beginning on January 1, 2013, the SCE postage-stamp rate, in each case multiplied by (ii) the amount of transmission capacity guaranteed to the City under each ETC; and

WHEREAS, FERC approved the SCE Settlement pursuant to an order issued September 11, 2009, 128 FERC ¶ 61,237 (2009), in FERC Docket Nos. ER08-1343-000, ER08-1353-000, ER09-187-000, ER09-187-001, EL09-19-000, and ER09-446-000 ("SCE Settlement Order"); and

WHEREAS, on behalf of the City, the Brattle Group, an experienced utilities consulting firm, developed a tracking mechanism for the City's TRR ("TRR Tracking Mechanism") to allow the City's TRR to be adjusted annually, effective January 1 of each year, to reflect changes in the City's costs under the SCE Victorville-Lugo ETC and the SCE Mead ETC that change as a result of (i) the stepped-up rates implemented between August 1, 2009 and December 31, 2012; or (ii) any change in SCE's TRR on or after January 1, 2013; and

WHEREAS, on the basis of The Brattle Group's analysis and evidence from City staff, which was considered during a public meeting of the City Council held on July 13, 2009, the City, on July 15, 2009 ("July 15 FERC Filing"), filed with FERC proposed revisions to its TO

Tariff proposing stated TRRs for each of the years 2010 to 2012, which dollar amounts were also included in the SCE Settlement ("TO Tariff Revisions"); and

WHEREAS, the City also submitted in the July 15 FERC Filing a request to utilize an "ETC Adjustment Clause" to adjust automatically each year the costs the City incurs attributable to any changes in SCE's TRR associated with SCE's High Voltage Existing Contracts Access Charge ("HVECAC") rate; and

WHEREAS, FERC approved the City's request to utilize an ETC Adjustment Clause to reflect annual projected changes to SCE's TRR, in an order issued September 11, 2009, 128 FERC ¶ 61,235 (2009), in FERC Docket No. EL09-64-000 ("TO Tariff Order"); and

WHEREAS, under the TO Tariff Order, the City's TO Tariff revisions went into effect on August 1, 2009; and

WHEREAS, on January 6 2015, the City approved revisions to the template used to calculate the annual ETC Adjustment Clause; and

WHEREAS, on April 8, 2015, FERC approved the City's 2015 filing with FERC reflecting modifications to the base TRR as calculated using the revised ETC Adjustment Clause template; and

WHEREAS, the City is required under the TO Tariff Order to submit annual filings with FERC reflecting modifications to the base TRR; and

WHEREAS, a Notice of Public Hearing was published on October 1, 2015, notifying all interested parties that a hearing to consider evidence to establish the City's new TRR was scheduled for October 20, 2015, at approximately 9:00 a.m., subject to the hearing being continued or adjourned to a stated time and place without further notice of public hearing; and

WHEREAS, on October 20, 2015, the City Council held a Public Hearing in which the City Council took evidence from staff and those other persons in attendance who wished to be heard on the calculation of the City's new TRR under the City's amended TO Tariff; and

WHEREAS, the TRR for 2016 is shown in the amended Appendix I to the TO Tariff, a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Gas & Electric Department has prepared a Report, dated October 20, 2015, with exhibits, a copy of which is attached hereto as Exhibit B and made a part hereof, which reiterates its previous conclusions that the TRR and ETC Adjustment Clause mechanism developed by The Brattle Group, approved by FERC under the amended TO Tariff, and revised in 2015 are reasonable and which calculates the amount derived under the ETC Adjustment Clause for 2016; and

WHEREAS, the Gas & Electric Department has recommended the City adopt the TRR shown in the amended Appendix I to the TO Tariff, attached as Exhibit A, to be effective on January 1, 2016; and

WHEREAS, the City Council has heard and considered all evidence, written and oral, presented in consideration of the establishment of the City's new TRR under the amended TO Tariff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt under the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the

environment.

SECTION 3: The City Council of the City of Vernon hereby further finds and determines that all persons have had the opportunity to be heard or to file written comments to the proposed adoption of the City's TRR, and after due consideration of any and all evidence submitted at the Public Hearing, determines there are compelling reasons to justify the adoption of the City's TRR and Gross Load, to be effective January 1, 2016.

SECTION 4: The City Council of the City of Vernon hereby declares that:

(a) any determination made pursuant to this Resolution regarding the validity or reasonableness of any portion of any TRR or TO Tariff shall apply only prospectively from the date of this Resolution; and

(b) in no way shall this Resolution affect the City Council's adoption or determination of any previous TRR or TO Tariff.

SECTION 5: The City Council of the City of Vernon hereby approves, pursuant to the TO Tariff and to be effective on January 1, 2016, the establishment of the City's new TRR and Appendix I to the TO Tariff implementing the new TRR, as described in the Gas & Electric Report dated October 20, 2015.

SECTION 6: The City Council of the City of Vernon hereby authorizes outside counsel to submit the City's TRR, the amended Appendix I to the Vernon TO Tariff, and supporting documentation, such as the Report, and this City Council Resolution approving the new TRR, to FERC on behalf of the City of Vernon.

/ / /

/ / /

SECTION 7: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of resolutions of the Council of this City.

APPROVED AND ADOPTED this 20<sup>th</sup> day of October, 2015.

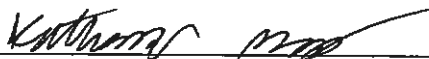
\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Mayor

ATTEST:

\_\_\_\_\_  
City Clerk /Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Katharine Mapes, Esq.  
Spiegel & McDiarmid, LLP  
Special Counsel to City

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF LOS ANGELES    )

I, \_\_\_\_\_, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. \_\_\_\_\_, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on October 20, 2015, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this \_\_\_\_ day of October, 2015, at Vernon, California.

\_\_\_\_\_  
City Clerk / Deputy City Clerk

(SEAL)

# EXHIBIT - A

**APPENDIX I (Revised)**

**Transmission Revenue Requirement and TRBAA**

The Vernon Base Transmission Revenue Requirement is ~~\$2,310,907~~2,973,047 and is comprised of the following components:

Base TRR costs not subject to ETC Adjustment Clause:	\$498,480
ETC Adjustment Clause:	
Forecast SCE ETC Costs:	\$1,989,120 <u>2,575,200</u>
Balance of Difference between prior year Forecast and Actual SCE ETC Costs:	(\$169,709 <u>95,371</u> )
Interest on Difference between prior year Forecast and Actual SCE ETC Costs:	(\$6,984 <u>5,262</u> )

The ETC Adjustment Clause is: The projected SCE ETC Cost for the next calendar year, plus the true-up (positive or negative) of the prior October through September SCE ETC Cost with interest calculated pursuant to 18 C.F.R. § 35.19a. The ETC Adjustment Clause will be recalculated annually and filed with the Commission with a proposed effective date of January 1 of each year.

The TRBAA is a positive ~~\$12,458,411~~ for calendar year 20156.

Vernon's Gross Load, consistent with its TRR, used by the ISO to develop the Transmission Access Charge is 1,181,728 MWhs.

All of Vernon's transmission facilities and Entitlements placed under the ISO's Operational Control are High Voltage Facilities as defined by the ISO Tariff.

The TRBAA will be recalculated annually consistent with the ISO Tariff approved by the Vernon City Council, and provided to the ISO.

## APPENDIX I

### Transmission Revenue Requirement and TRBAA

The Vernon Base Transmission Revenue Requirement is **\$2,973,047** and is comprised of the following components:

Base TRR costs not subject to ETC Adjustment Clause:	\$498,480
ETC Adjustment Clause:	
Forecast SCE ETC Costs:	\$2,575,200
Balance of Difference between prior year Forecast and Actual SCE ETC Costs:	(\$95,371)
Interest on Difference between prior year Forecast and Actual SCE ETC Costs:	(\$5,262)

The ETC Adjustment Clause is: The projected SCE ETC Cost for the next calendar year, plus the true-up (positive or negative) of the prior October through September SCE ETC Cost with interest calculated pursuant to 18 C.F.R. § 35.19a. The ETC Adjustment Clause will be recalculated annually and filed with the Commission with a proposed effective date of January 1 of each year.

The TRBAA is a positive **\$411** for calendar year 2016.

Vernon's Gross Load, consistent with its TRR, used by the ISO to develop the Transmission Access Charge is 1,181,728 MWhs.

All of Vernon's transmission facilities and Entitlements placed under the ISO's Operational Control are High Voltage Facilities as defined by the ISO Tariff.

The TRBAA will be recalculated annually consistent with the ISO Tariff approved by the Vernon City Council, and provided to the ISO.

# EXHIBIT - B

**CITY OF VERNON GAS AND ELECTRIC  
DEPARTMENT**

**REPORT REGARDING THE ESTABLISHMENT OF A REVISED NEW  
TRANSMISSION REVENUE REQUIREMENT ASSOCIATED WITH VERNON'S  
HIGH VOLTAGE ENTITLEMENTS**

**October 20, 2015**

The City of Vernon ("Vernon" or "City") is a Scheduling Coordinator and a Participating Transmission Owner ("PTO") in the California Independent System Operator Corporation ("ISO"). To participate in the ISO, PTOs are required to turn over administrative control of their transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services. These calculations are known as Transmission Revenue Requirements ("TRRs").

The relationship between PTOs and the ISO is governed by a Transmission Control Agreement ("TCA"), which sets forth specific duties and obligations of all PTOs. The TCA requires all PTOs to file a Transmission Owner Tariff ("TO Tariff") and TRR with the Federal Energy Regulatory Commission ("FERC"). The TCA further requires all PTOs to file any changes in their TRRs with FERC. Each PTO must also include in its TO Tariff its Gross Load which the ISO uses to calculate its grid-wide Transmission Access Charge ("TAC") rates, and which is related to the City's ability to recover its full TRR.

**TRANSMISSION REVENUE REQUIREMENT**

At present, the City's high voltage transmission assets consist of three long-term contracts (known as "existing transmission contracts" or "ETCs") which provide the City with dedicated access to high voltage transmission facilities owned by other entities. Specifically, the City has contractual entitlements to utilize transmission assets pursuant to one long-term transmission contract with the Los Angeles Department of Water and Power ("LADWP") and two long-term transmission contracts with Southern California Edison ("SCE"). The ETCs with SCE consist of

one (the "SCE Victorville-Lugo ETC" described in SCE's FERC Rate Schedule 360) providing 11 MW of transmission capacity along the path between the Victorville-Lugo midpoint and the point of interconnection with the City's internal transmission system (the "City Gate"), and one (the "SCE Mead ETC" described in SCE's FERC Rate Schedule 207) providing 26 MW of transmission capacity along the path between the Mead 230 substation and the City Gate.

The costs of these ETCs make up the majority of the costs recovered through the City's TRR. Until recently, for each of the ETCs, the City paid the owner of the transmission facilities a fixed rate which was specific to the transmission path provided under each ETC.

On August 1, 2008, SCE proposed to increase its TRR and associated rates in FERC Docket No. ER08-1343-000. In a related filing submitted in FERC Docket No. ER08-1353-000, SCE proposed to transition both of its ETCs with Vernon from their current, fixed "path-specific" rates to a so-called "postage stamp" rate methodology which reflects the blended rate which SCE charges the ISO pursuant to its own TRRs for the actual usage of all of SCE's transmission facilities by customers of the ISO (the "HVECAC Rate"). The HVECAC Rate that SCE proposed in its TO Tariff is derived from SCE's TRR and, therefore, will change each time SCE amends its TRR.

On September 30, 2008, FERC accepted, subject to refund and hearing and settlement procedures, SCE's proposed revisions to its TO Tariff to transition the negotiated path-specific rates set forth in the SCE Victorville-Lugo ETC and the SCE Mead ETC to the uniform HVECAC Rate, and thus the City's costs under those ETCs will vary proportionately with any changes in SCE's TRR.

The City reached a settlement agreement (the "SCE Settlement") with SCE to amend the SCE Victorville-Lugo ETC and the SCE Mead ETC to fully transition the path-specific rates set forth in those ETCs to SCE's HVECAC Rate after a phase-in period that began on August 1, 2009, during which the City's path-specific rates in

those ETCs have been gradually stepped-up under incrementally increasing fixed rates (the "Phase-In Rates") until the path-specific rates are equal to the HVECAC Rate as of January 1, 2013. FERC approved the SCE Settlement pursuant to an order issued September 11, 2009, 128 FERC ¶¶ 61, 237 (2009), in FERC Docket Nos. ER08-1343-000, ER08-1353-000, ER09-187-000, ER09-187-001, EL09-19-000, and ER09-446-000 ("SCE Settlement Order").

On behalf of the City, The Brattle Group, an experienced utilities consulting firm, developed a TRR tracking mechanism clause for the City's TRR ("ETC Adjustment Clause"), which allows the City's TRR to be adjusted annually, effective January 1 of each year, to reflect changes in the City's transmission expenses associated with any changes implemented by SCE in the HVECAC Rate associated with the SCE Victorville-Lugo ETC and the SCE Mead ETC.

On the basis of The Brattle Group's analysis and evidence from City staff, which was considered during a public meeting of the City Council held on July 13, 2009, the City, on July 15, 2009 ("July 15 FERC Filing"), filed with FERC the proposed (i) revisions to its TO Tariff proposing the City's stated TRRs for each of the years 2010 to 2012, which dollar amounts were also included in the SCE Settlement ("TO Tariff Revisions") and (ii) the ETC Adjustment Clause tracking mechanism.

The July 15 FERC Filing acknowledged that, to the extent that the SCE Settlement was accepted, because the stated Phase-In Rates would be fixed, the ETC Adjustment Clause for the term of the Phase-In Rates would be zero.

FERC approved the City's July 15 FERC Filing, including the TO Tariff Revisions, the City's proposed calculations of the TRR for years 2010 to 2012, and the City's request to utilize an ETC Adjustment Clause, in an order issued September 11, 2009, 128 FERC ¶¶ 61,235 (2009), in FERC Docket No. EL09-64-000 ("TO Tariff Order"). The City is required under the TO Tariff Order to submit annual filings each year with FERC reflecting annual modifications to the base TRR of the City.

In January 2015, after the discovery of an accounting error in the template used to calculate the ETC Adjustment Clause, the City approved revisions to the template and submitted these revisions to FERC. On April 8, 2015, FERC approved the City's 2015 TRR filing as calculated using the revised ETC Adjustment Clause template.

### **CALCULATION OF THE ETC ADJUSTMENT CLAUSE**

Section 5.3 of the Vernon TO Tariff identifies the items to be reflected in the ETC Adjustment. The ETC Adjustment Clause shall be calculated as:

$$\text{ETC Adjustment} = \text{ETCC}_F + \text{ETCC}_T + I.$$

$\text{ETCC}_F$  = The forecast of SCE ETC Cost for the following calendar year

$\text{ETCC}_T$  = The balance representing the prior period difference between the projected cost of the SCE ETCs ("SCE ETC Cost") and the actual cost.

$I$  = The interest balance for the ETC, which shall be calculated using the interest rate pursuant to Section 35.19(a) of FERC's regulations under the Federal Power Act (18 C.F.R. 35.19(a)). Interest shall be calculated based on the average ETC true-up balance each month, compounded quarterly.

A summary of the elements of the Vernon ETC Adjustment Clause proposed to be effective January 1, 2016 is shown in Exhibit 1. The ETC Adjustment Clause to be effective for the twelve months starting January 1, 2016 is \$2,474,567.

#### **The $\text{ETCC}_F$ Component**

The  $\text{ETCC}_F$  component stands for the forecast of SCE ETC costs for the following calendar year, in this case 2016. These forecast SCE ETC costs reflect 2016 rates from Southern California Edison Company's draft FERC Filing, posted on its website pursuant to its formula rate protocols (approved in FERC Docket No. ER11-3697). That filing is scheduled to be made at FERC, in its final form, on December 1, 2015;

Vernon will true up any differences in its SCE ETC costs when it makes its 2017 TRR filing.

The ETCC<sub>F</sub> for 2016 SCE ETC costs are projected to be \$2,575,200 as shown in line 8 of Exhibit 1.

### **The ETCC<sub>T</sub> Component**

ETCC<sub>T</sub> represents a balance that reflects the difference between prior year forecast and actual SCE ETC costs. The prior period in this case is the twelve-month period starting October 1, 2014 and ending September 30, 2015.

A summary of the determination of the September 30, 2015 balance in the ETC Adjustment Clause is shown in Exhibit 1. The ETCC<sub>T</sub> component reflects 1) the previously projected 2014 SCE ETC costs of \$140,230 per month, for the months October through December 2014 and projected 2015 SCE ETC costs of \$165,760 per month, for the months January through September 2015, 2) actual 2014 SCE ETC costs of \$ 145,780 per month, for the months October through December 2014 and \$172,790 per month, for the months January through September 2015, and 3) refunds received by the City—all elements as reflected on Line No. 8, 15, and 16 of Exhibit 1. The net of these elements produce the under (or over) collection figures reflected in Line 17 of Exhibit 1. The ending balance is the sum of the beginning balance on October 1 and the (over)/under collection – both elements as reflected on Line 1 and 17 of Exhibit 1. The cumulative monthly balances are carried forward from month to month and the ETCC<sub>T</sub> component on September 30, 2015 of negative \$95,371 is shown in line 19 of Exhibit 1.

### **The I (Interest) Component**

The Interest component reflects interest on the difference between prior year forecast and actual SCE ETC costs. The monthly interest carrying costs are calculated using the 18 C.F.R. § 35.19(a) interest rates and calculation method. These interest rates are published by FERC and reflect the prime rate values published in the Federal Reserve Bank's "Selected Interest Rates."

Interest is calculated monthly on the average cumulative monthly balance and is compounded quarterly. The interest component is negative \$5,262, as shown in Lines 20-24 of Exhibit 1.

**RECOMMENDATIONS**

1. Approve the establishment of the City's revised new TRR for 2016 and revised Appendix I to the TO Tariff.
2. Authorize outside counsel to submit the City's TRR, ETC Adjustment Clause amount, the revised Appendix I to the TO Tariff, and this City Council Resolution approving the TRR and ETC Adjustment Clause amount to FERC on behalf of the City of Vernon.

# EXHIBIT - 1



Projected

2016  
 January February March April May June July August September October November December Total

	January	February	March	April	May	June	July	August	September	October	November	December	Total
5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80
5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80
150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800
63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800
214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	2,575,200

**2016 ETC Adjustment Check**

(26)	Component I: 2016 Projected SCE ETC Costs	2,575,200
(27)	Component II: Cumulative Over/Under Collection (S)	-95,373
(28)	Component III: Interest on Cumulative Over/Under Collection w/ Quarterly Compounding (S)	-5,262
(29)	Total	2,474,567



**NOTICE OF PUBLIC HEARING**

The City Council of the City of Vernon will conduct a Public Hearing, which you may attend.

**PLACE:** Vernon City Hall, City Council Chambers  
4305 Santa Fe Avenue  
Vernon, CA 90058

**DATE & TIME:** **Tuesday, October 20, 2015 at 9:00 a.m.**  
(or as soon thereafter as the matter can be heard)

**APPLICANT:** **Meridith Baer**

**REQUEST:** Meridith Baer, on behalf of Three Angels Investment, LLC has requested a variance from Section 26.4.1-8 (g) of the City Code, which mandates that no lot (except in the C-1 and C-2 Overlay Zones) shall be established for any use unless the lot is at least one acre in size.

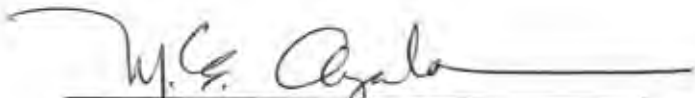
**PROPERTY INVOLVED:** **4820 Everett Court, Vernon, CA 90058**

**REVIEW OF THE FILE:** The application, maps, and supporting information are available for public review during normal business hours in the Vernon Public Works, Water & Development Services Department, located at 4305 Santa Fe Avenue, Vernon, CA 90058, between the hours of 7:15 a.m. and 5:15 p.m. Monday through Thursday.

**PROPOSED CEQA FINDING:** Staff plans to recommend that the Vernon City Council determine that the proposal will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA). The conditions imposed on the variance are designed to protect the environment, public health, safety and general welfare.

If you challenge the granting of the variance or any provisions thereof in court, you may be limited to raising only those issues you or someone else raised at the hearing described in this notice or in written correspondence delivered to the City of Vernon at, or prior to, the meeting. The hearing may be continued or adjourned or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Dated: 10/06/2015

  
\_\_\_\_\_  
Maria Ayala, City Clerk

**RECEIVED**

OCT 15 2015

CITY CLERK'S OFFICE



**RECEIVED**

OCT 08 2015

CITY ADMINISTRATION

## STAFF REPORT

### PUBLIC WORKS, WATER & DEVELOPMENT SERVICES DEPARTMENT

A handwritten signature in blue ink, enclosed in a hand-drawn circle.

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Samuel Kevin Wilson, <sup>2</sup> Director of Public Works, Water and Development Services Department  
Originator: Sergio Canales, Assistant Planner

**RE:** Approval of a Variance Application for Meridith Baer located at 4820 Everett Court

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#### RECOMMENDATION

- A. Find that approval of the variance proposed in this staff report is categorically exempt from review under the California Environmental Quality Act (CEQA) in accordance with Class 5, Section 15305 of the CEQA Guidelines, "Minor Alterations in Land Limitations," because the proposed lot line adjustment is a minor alteration in a land use limitation in an area with an average slope of less than 20% that does not result in any changes in land use or density. A Notice of Exemption will be prepared and filed with the County Clerk; and
- B. Adopt a resolution approving a variance from Section 26.4.1-8 (g) which mandates that no lot (except in the C-1 and C-2 Overlay Zones) shall be established for any use unless the lot is at least one acre in size, subject to certain conditions, to Three Angels Investment, LLC for the property located at 4726 Everett Court.
- C. Grant to Three Angels Investment, LLC a waiver from Section 28.28 (b) of the City Code that requires each lot to have a minimum frontage of 150 feet on a public street.

#### PROJECT

Meridith Baer, on behalf of Three Angels Investment, LLC has requested a variance from Section 26.4.1-8 (g) of the Comprehensive Zoning Ordinance.

Meridith Baer and Three Angels Investment, LLC are proposing to adjust the property lines between their parcels. Meridith Baer owns two parcels. Parcel one, known as 4820 Everett

Court (Assessor Parcel No. 6304-025-008), is 1.12 acres in size (the "MB Everett Court Parcel"). The second parcel owned by Meridith Baer is a private street known as Everett Court and consists of two parcels -- Assessor Parcel No. 6304-025-007 and 6304-024-011 -- and is 0.57 acres in size combined (the "MB Street Parcel"). Three Angels Investment, LLC owns the property known as 4726 Everett Court (Assessor Parcel No. 6304-025-009) and is 0.55 acres in size (the "3AI Parcel"). None of the aforementioned parcels are located in the C-1 or C-2 Overlay Zones (as established by Sections 26.3.1-1, 26.4.2 and 26.4.3 of the City Code).

The building on the 3AI Parcel is approximately 20,000 square feet in size and takes up almost all of the land area of the parcel. The loading dock serving the 3AI Parcel is actually on the MB Everett Court Parcel. Trucks accessing this dock and employees that work in the Three Angels Investment, LLC building routinely park on the MB Everett Court Parcel. Meridith Baer initiated litigation against Three Angels Investment, LLC over the use of the MB Everett Court Parcel. As part of a negotiated settlement, Three Angels Investment, LLC has agreed to purchase a portion of the MB Everett Court Parcel adjoining the 3AI Parcel. This has triggered the submittal of a lot line adjustment application by Meridith Baer and Three Angels Investment, LLC for City of Vernon approval. See **Exhibit A** for a plan showing the lots before the lot line adjustment and **Exhibit B** showing the lots after the lot line adjustment.

### **NEED FOR VARIANCE**

The 3AI Parcel is currently 0.55 acres in size. After the lot line adjustment, the 3AI Parcel will be 0.85 acres in size. Section 26.4.1-8(g) of the City Code requires all newly established parcels to be a minimum of one (1) acre in size. In addition, Section 28.28(b) of the City Code requires all lots to have frontage of at least one hundred fifty (150) feet on a public street. The 3AI Parcel's only frontage is a private street along Everett Court. However, Section 28.8 of the City Code does permit the City Council to issue a waiver of direct access to a public street for a parcel map as long as other reasonable access is provided.

There exists special circumstances applicable to this lot that do not apply to neighboring properties. The 3AI Parcel is an existing land-locked parcel less than one (1) acre in size. The lot currently has access to a public street via a recorded easement through Everett Court to 49<sup>th</sup> Street. With the lot line adjustment, the new 3AI Parcel will be more conforming with respect to auto parking and truck loading. The new parcel will continue to have access to 49<sup>th</sup> Street via an ingress and egress easement along Everett Court. City staff believes that the issuance of a variance from the minimum lot size requirement and a waiver from the street frontage requirements are appropriate given the unique circumstances.

### **CEQA ANALYSIS**

The proposed site is surrounded by industrial uses compatible with the proposed use. No potentially significant impacts are expected to result from noise, odor, dust, smoke, light or glare from the project. This variance has been determined to be categorically exempt from review under the California Environmental Quality Act (CEQA) in accordance with Title 14, Chapter 3, Class 5, Section 15305, because the proposed lot line adjustment is a minor alteration in a land use limitation in an area with an average slope of less than 20% that does not result in any changes in land use or density. A Notice of Exemption will be prepared and filed with the County Clerk.

## VARIANCE FINDINGS

Staff finds the following to be true, and therefore recommends that the City Council make similar findings:

- a) There are special circumstances applicable to the Subject Property, and the intended use of the Subject Property, that do not apply to other properties in the surrounding area and in the same zoning classification. Unlike the other properties in the vicinity, and in the same zone, without a variance the lot line adjustment would not be granted and would prevent Three Angels Investment, LLC from purchasing a portion of the MB Everett Court Parcel in which its truck loading docks are located, thus preventing Three Angels Investment, LLC from bringing the parcel into a more conforming condition in relation to the City Code merely because of the size of the lot.
- b) The strict interpretation of the applicable development standards would result in practical difficulties and unnecessary hardships that would conflict with the purposes of the Zoning Code and deprive the 3AI Parcel of privileges enjoyed by others. Namely, the lot line adjustment, while not bringing the 3AI Parcel into full compliance with the City's zoning standards, would significantly improve the conformity of the lot by providing onsite truck loading maneuvering and auto parking. It would also deprive Meridith Baer from selling a portion of its lot that is almost exclusively used by Three Angels Investment, LLC.
- c) The granting of a variance will not constitute a granting of a special privilege inconsistent with the limitations on other nearby properties. Granting the variance will help square off the odd-shaped 3AI Parcel and will allow Three Angels Investment, LLC to make more efficient use of the land available for its existing building. As such, no special privilege is being granted by the approval of this variance.
- d) The grant of the variance is consistent with the General Plan and complies with other applicable provisions of the Comprehensive Zoning Ordinance. The City's General Plan states that no lot shall be established for any use unless the lot is at least one acre in size. The approval of the lot line adjustment will make the 3AI Parcel more conforming with the City's zoning requirements, while keeping the MB Everett Court Parcel the same in relation to zoning requirements. The General Plan land use designation for the site is Industrial and its Zoning designation is also industrial (and not in either the C-1 or C-2 Overlay Zones). The use of the property is consistent with the General Plan and will comply with all other applicable zoning provisions.
- e) The grant of the variance will not be materially detrimental to the public health, safety, or welfare, or to the interests of other residents and property owners within the vicinity of the lot in question. Acquisition of a portion of the MB Everett Court Parcel by Three Angels Investments, LLC, will provide additional necessary employee parking spaces and maneuvering area. Therefore, no on-street parking impacts would occur to be materially detrimental to the public health, safety, or welfare, or the interests of other property owners. The proposed lot line adjustment would not significantly impact the neighboring intersections or traffic flow.
- f) The grant of the variance places suitable conditions on the lot to protect surrounding properties and does not permit uses that are not otherwise allowed in the I-Zone, Industrial. The use is consistent with the City's Zoning Regulations which permits industrial uses in the I-Zone.

The variance is suitably conditioned to protect neighboring property interests by requiring ingress and egress easement be recorded along Everett Court to provide proper access to neighboring properties.

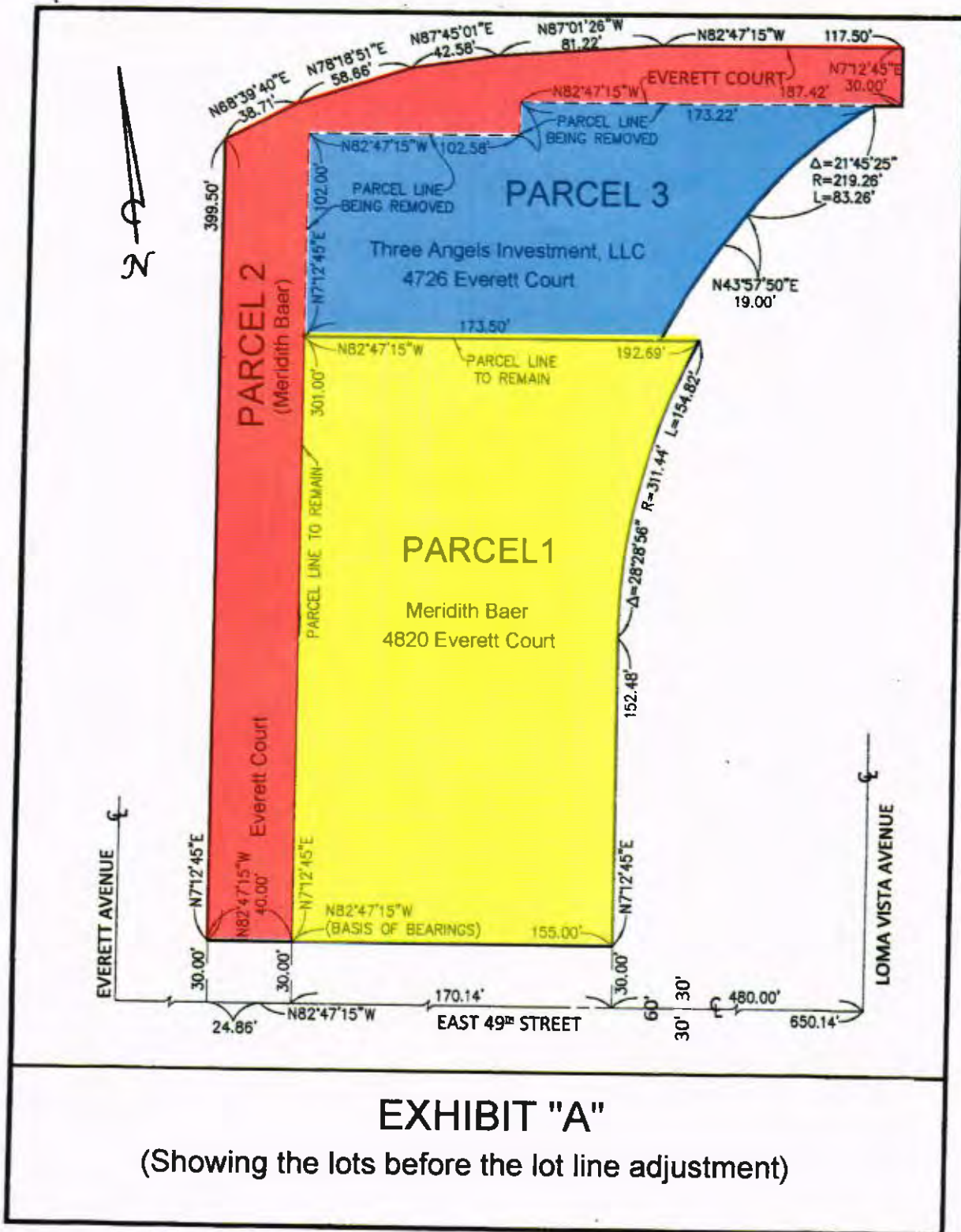
### **CONDITIONS**

Therefore, it is recommended that the variance be granted with the following **conditions** imposed on the permit to adequately protect the public interests:

- a. The Property shall be operated in accordance with all current codes, rules, and regulations and subject to permit fees as adopted by the City of Vernon not otherwise addressed by this grant of a variance.
- b. A minimum twenty seven (27) foot wide easement shall be provided to all properties adjoining Everett Court to 49<sup>th</sup> Street to ensure proper ingress and egress, utility service and fire access to the parcels.
- c. Noncompliance with any of the conditions herein shall constitute sufficient grounds for the City Council of the City of Vernon to revoke this variance, or take appropriate enforcement action, including citation and or fines for a violation.
- d. Not later than twenty (20) days from the date of approval of the variance, the Three Angels Investment, LLC, as Applicant, and Meridith Baer, as Owner, shall indicate, in writing, their acceptance of and agreement with the conditions herein. The Variance shall be void and of no force or effect unless such written acceptance and agreement is submitted to the City within the twenty-day period.
- e. Three Angels Investment, LLC, as Applicant, and Meridith Baer, as Owner, and any successors in interest thereof shall indemnify, hold harmless and defend the City of Vernon, its duly elected and appointed officers, agents and employees from and against any and all claims, complaints or petitions for: (1) damages, losses, expenses resulting from bodily injury, sickness, disease, disability or death arising from the operation of the facility excluding therefrom any such claim resulting from the gross negligence or intentional wrongdoing of the City of Vernon, its officers, agents or employees; (2) a peremptory writ or other relief by way of injunction, mandamus, or administrative mandamus; and/or (3) legal expenses and attorney's fees incurred by the City of Vernon on behalf of any party in such actions or proceedings. The City of Vernon does not waive its right to participate in the defense of or otherwise intervene in any such action.

### **Attachment(s)**

1. Variance Application and Supporting information



## EXHIBIT "A"

(Showing the lots before the lot line adjustment)



## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING A VARIANCE TO MERIDITH BAER FROM SECTION 26.4.1-8(g) OF THE VERNON CITY CODE, FOR THE PROPERTY LOCATED AT 4820 EVERETT COURT

WHEREAS, Meridith Baer on behalf of Three Angels Investment, LLC has requested a variance from Section 26.4.1-8(g), which mandates that no lot (except in the C-1 and C-2 Overlay Zones) shall be established for any use unless the lot is at least one acre in size and the granting of a waiver to Three Angels Investment, LLC from Section 28.28(b) of the City Code; and

WHEREAS, Section 28.28(b) of the City Code states that all lots shall have frontage of at least 150 lineal feet on a public street; and

WHEREAS, Meridith Baer and Three Angels Investment, LLC are proposing to adjust the property lines between their parcels. Meridith Baer owns two parcels. Parcel one, known as 4820 Everett Court (Assessor Parcel No. 6304-025-008), is 1.12 acres in size (the "MB Everett Court Parcel"). The second parcel owned by Meridith Baer is a private street known as Everett Court and consists of two parcels Assessor Parcel No. 6304-025-007 and 6304-024-011 and is 0.57 acres in size combined (the "MB Street Parcel"). Three Angels Investment, LLC owns the property known as 4726 Everett Court (Assessor Parcel No. 6304-025-009) and is 0.55 acres in size (the "3AI Parcel"). None of the aforementioned parcels are located in the C-1 or C-2 Overlay Zones (as established by Sections 26.3.1-1, 26.4.2 and 26.4.3 of the City Code); and

WHEREAS, the building on the 3AI Parcel is approximately 20,000 square feet in size and takes up almost all of the land area of

the parcel. The loading dock serving the 3AI Parcel is actually on the MB Everett Court Parcel. Trucks accessing this dock and employees that work in the Three Angels Investment, LLC building routinely park on the MB Everett Court Parcel. Meridith Baer initiated litigation against Three Angels Investment, LLC over the use of the MB Everett Court Parcel. As part of a negotiated settlement, Three Angels Investment, LLC has agreed to purchase a portion of the MB Everett Court Parcel adjoining the 3AI Parcel. This has triggered the submittal of a lot line adjustment application by Meridith Baer and Three Angels Investment, LLC for City of Vernon approval; and

WHEREAS, the 3AI Parcel is currently 0.55 acres in size. After the lot line adjustment, the 3AI Parcel will be 0.85 acres in size. Section 26.4.1-8(g) of the City Code requires all newly established parcels to be a minimum of one (1) acre in size. In addition, Section 28.28(b) of the City Code requires all lots to have frontage of at least one hundred fifty (150) feet on a public street. The 3AI Parcel's only frontage is a private street along Everett Court. However, Section 28.8 of the City Code does permit the City Council to issue a waiver of direct access to a public street for a parcel map as long as other reasonable access is provided; and

WHEREAS, there exists special circumstances applicable to this lot that do not apply to neighboring properties. The 3AI Parcel is an existing land-locked parcel less than one (1) acre in size. The lot currently has access to a public street via a recorded easement through Everett Court to 49<sup>th</sup> Street. With the lot line adjustment, the new 3AI Parcel will be more conforming with respect to auto parking and truck loading. The new parcel will continue to have access to 49<sup>th</sup> Street via an ingress and egress easement along Everett Court. City staff believes

that the issuance of a variance from the minimum lot size requirement and a waiver from the street frontage requirements are appropriate given the unique circumstances; and

WHEREAS, the proposed site is surrounded by industrial uses compatible with the proposed use. No potentially significant impacts are expected to result from noise, odor, dust, smoke, light or glare from the project. The Director of Public Works, Water & Development Services has recommended that the City find that the Project is categorically exempt from review under the California Environmental Quality Act (CEQA), in accordance with Title 14, Chapter 3, Class 5, Section 15305 of the CEQA Guidelines, because the proposed lot line adjustment is a minor alteration in a land use limitation in an area with an average slope of less than 20% that does not result in any changes in land use or density; and

WHEREAS, a Notice of Exemption will be prepared and filed with the County Clerk; and

WHEREAS, the City Council has received a Staff Report dated October 20, 2015, upon which it has relied in making the foregoing recitals; and

WHEREAS, the City Council of the City of Vernon held a hearing on said application for a variance on October 20, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon further finds that all persons have had the opportunity to be heard or to file written comments to the proposed Project and after due consideration of

all the evidence submitted at the public hearing determines that there are compelling reasons to justify granting a variance.

SECTION 3: The City Council of the City of Vernon hereby finds that the proposed activity is categorically exempt pursuant to Section 15305 of the CEQA Guidelines and directs the City Clerk, or the City Clerk's designee, to file a Notice of Exemption with regard to the environmental impact of said project with the County Clerk of the County of Los Angeles.

SECTION 4: The custodian of records for the proposed activity and all other material that constitute the record of proceedings upon which the City Council's decision is based is the City Clerk of the City of Vernon. Those documents are available for public review in the Office of the City Clerk located at 4305 Santa Fe Avenue, Vernon, California 90058.

SECTION 5: The City Council of the City of Vernon hereby approves the variance from Section 26.4.1-8(g) of the City Code, and the variance is hereby granted to the Applicant for the Project based on the following findings as required by Section 26.6.2-5 of the Vernon Zoning Code:

a. There are special circumstances applicable to the Subject Property, and the intended use of the Subject Property, that do not apply to other properties in the surrounding area and in the same zoning classification. Unlike the other properties in the vicinity, and in the same zone, without a variance the lot line adjustment would not be granted and would prevent Three Angels Investment, LLC from purchasing a portion of the MB Everett Court Parcel in which its truck loading docks are located, thus preventing Three Angels Investment, LLC from bringing the parcel into a more conforming condition in relation

to the City Code merely because of the size of the lot.

b. The strict interpretation of the applicable development standards would result in practical difficulties and unnecessary hardships that would conflict with the purposes of the Zoning Code and deprive the 3AI Parcel of privileges enjoyed by others. Namely, the lot line adjustment, while not bringing the 3AI Parcel into full compliance with the City's zoning standards, would significantly improve the conformity of the lot by providing onsite truck loading maneuvering and auto parking. It would also deprive Meridith Baer from selling a portion of its lot that is almost exclusively used by Three Angels Investment, LLC.

c. The granting of a variance will not constitute a granting of a special privilege inconsistent with the limitations on other nearby properties. Granting the variance will help square off the odd-shaped 3AI Parcel and will allow Three Angels Investment, LLC to make more efficient use of the land available for its existing building. As such, no special privilege is being granted by the approval of this variance.

d. The grant of the variance is consistent with the General Plan and complies with other applicable provisions of the Comprehensive Zoning Ordinance. The City's General Plan states that no lot shall be established for any use unless the lot is at least one acre in size. The approval of the lot line adjustment will make the 3AI Parcel more conforming with the City's zoning requirements, while keeping the MB Everett Court Parcel the same in relation to zoning requirements. The General Plan land use designation for the site is Industrial and its Zoning designation is also industrial (and not in either the C-1 or C-2 Overlay Zones). The use of the property is consistent with the

General Plan and will comply with all other applicable zoning provisions.

e. The grant of the variance will not be materially detrimental to the public health, safety, or welfare, or to the interests of other residents and property owners within the vicinity of the lot in question. Acquisition of a portion of the MB Everett Court Parcel by Three Angels Investments, LLC, will provide additional necessary employee parking spaces and maneuvering area. Therefore, no on-street parking impacts would occur to be materially detrimental to the public health, safety, or welfare, or the interests of other property owners. The proposed lot line adjustment would not significantly impact the neighboring intersections or traffic flow.

f. The grant of the variance places suitable conditions on the lot to protect surrounding properties and does not permit uses that are not otherwise allowed in the I-Zone, Industrial. The use is consistent with the City's Zoning Regulations which permits industrial uses in the I-Zone. The variance is suitably conditioned to protect neighboring property interests by requiring ingress and egress easement be recorded along Everett Court to provide proper access to neighboring properties.

SECTION 6: The City Council hereby grants a waiver from Section 28.28(b) of the City Code, requiring each parcel to have a minimum 150-foot frontage on a public street.

SECTION 7: In order to adequately protect the public health and general welfare, the following conditions are required:

a. The Property shall be operated in accordance with all current codes, rules, and regulations and subject to permit fees as adopted by the City of Vernon not otherwise addressed by this grant of a variance.

b. A minimum twenty seven (27) foot wide easement shall be provided to all properties adjoining Everett Court to 49<sup>th</sup> Street to ensure proper ingress and egress, utility service and fire access to the parcels.

c. Noncompliance with any of the conditions herein shall constitute sufficient grounds for the City Council of the City of Vernon to revoke this variance, or take appropriate enforcement action, including citation and or fines for a violation.

d. Not later than twenty (20) days from the date of approval of the variance, the Three Angels Investment, LLC, as Applicant, and Meridith Baer, as Owner, shall indicate, in writing, their acceptance of and agreement with the conditions herein. The Variance shall be void and of no force or effect unless such written acceptance and agreement is submitted to the City within the twenty-day period.

e. Three Angels Investment, LLC, as Applicant, and Meridith Baer, as Owner, and any successors in interest thereof shall indemnify, hold harmless and defend the City of Vernon, its duly elected and appointed officers, agents and employees from and against any and all claims, complaints or petitions for: (1) damages, losses, expenses resulting from bodily injury, sickness, disease, disability or death arising from the operation of the facility excluding therefrom any such claim resulting from the gross negligence or intentional wrongdoing of the City of Vernon, its officers, agents or employees; (2) a peremptory writ or other relief by way of injunction, mandamus, or administrative mandamus; and/or (3) legal expenses and attorney's fees incurred by the City of Vernon on behalf of any party in such actions or proceedings. The City of Vernon does not waive its right to participate in the

defense of or otherwise intervene in any such action.

SECTION 8: The City Clerk, or Deputy City Clerk of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 20<sup>th</sup> day of October, 2015.

\_\_\_\_\_  
Name: \_\_\_\_\_

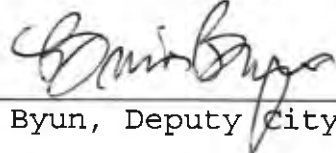
Title: Mayor / Mayor Pro-Tem

ATTEST:

\_\_\_\_\_

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Brian Byun, Deputy City Attorney

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF LOS ANGELES    )

I, \_\_\_\_\_, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. \_\_\_\_\_, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, October 20, 2015, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this \_\_\_\_ day of October, 2015, at Vernon, California.

\_\_\_\_\_

City Clerk / Deputy City Clerk

(SEAL)



**RECEIVED**

OCT 15 2015

CITY CLERK'S OFFICE

**RECEIVED**

OCT 14 2015

CITY ADMINISTRATION

**STAFF REPORT**  
**FINANCE/TREASURY DEPARTMENT**

**DATE:** October 13, 2015  
**TO:** Honorable Mayor and City Council  
**FROM:** William Fox, Finance Director *WF*  
**RE:** City Payroll Warrant Register for City Council Agenda of October 20, 2015

It is recommended that the attached Payroll Warrant Register No. 712 be approved at the City Council meeting of October 20, 2015

Payroll Warrant Register No. 712 totals \$3,061,652.21, and covers claims and demands presented for September 1, 2015 to September 30, 2015, drawn from East West Bank, Payroll Account.

The following list details the components of Payroll Warrant Register No. 712:

1. Ratification of direct deposits, checks and taxes totaling \$2,156,447.30; and
2. Checks and electronic fund transfers (EFT) paid through General bank account totaling \$905,204.91.

**PAYROLL WARRANT REGISTER**  
City of Vernon

No. **712** Month of **September 2015**

I hereby Certify: that claims or demands covered by the above listed warrants have been audited as to accuracy and availability of funds for payments thereof; and that said claims or demands are accurate and that funds are available for payments thereof.

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments

\_\_\_\_\_  
William Fox  
Director of Finance  
Date: \_\_\_\_\_

\_\_\_\_\_  
DATE  
\_\_\_\_\_  
DATE

**Payrolls reported for the month of September:**

08/09/15 - 08/22/15, Paydate 09/03/15

08/23/15 - 09/05/15, Paydate 09/17/15

<b>Payment Method</b>	<b>Date</b>	<b>Payment Description</b>	<b>Amount</b>
Checks	09/03/15	Net payroll, checks	\$ 22,693.52
ACH	09/03/15	Net payroll, direct deposits	823,077.77
ACH	09/03/15	Payroll taxes	263,652.97
Checks	09/17/15	Net payroll, checks	19,860.72
ACH	09/17/15	Net payroll, direct deposits	789,327.04
ACH	09/17/15	Payroll taxes	237,835.28
<b>Total net payroll and payroll taxes</b>			<b><u>2,156,447.30</u></b>

ACH	09/03/15	ICMA	33,814.23
ACH	09/03/15	CalPERS	404,154.86
ACH	09/03/15	California State Disbursement Unit	3,483.92
348606	09/03/15	Sandra Bingman	2,000.00
348599	09/03/15	Franchise Tax Board	180.00
348601	09/03/15	IBEW Dues	2,823.16
348612	09/03/15	Vernon Firemen's Association	3,265.00
348613	09/03/15	Vernon Police Officers' Benefit Association	1,937.45
ACH	09/17/15	ICMA	29,519.99
ACH	09/17/15	CalPERS	410,694.77
ACH	09/17/15	California State Disbursement Unit	3,654.08
348689	09/17/15	Sandra Bingman	2,000.00
348685	09/17/15	Franchise Tax Board	180.00
348690	09/17/15	Teamsters Local 911	2,295.00
348693	09/17/15	Vernon Firemen's Association	3,265.00
348694	09/17/15	Vernon Police Officers' Benefit Association	1,937.45

**Payroll related disbursements, paid through  
General bank account** **905,204.91**

**Total net payroll, taxes, and related disbursements** **\$ 3,061,652.21**

**RECEIVED**

OCT 15 2015

CITY CLERK'S OFFICE

**RECEIVED**

OCT 14 2015

CITY ADMINISTRATION



**STAFF REPORT**  
FINANCE/TREASURY DEPARTMENT

A handwritten signature in black ink, enclosed in a hand-drawn oval.

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**DATE:** October 14, 2015

**TO:** Honorable Mayor and City Council

**FROM:** William Fox, Finance Director *WF*

**RE:** City Warrant Register for City Council Agenda of October 20, 2015

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It is recommended that the attached City Warrant Register No. 1434 be approved at the City Council meeting of October 20, 2015.

City Warrant Register No. 1434 totals \$1,604,324.38, and covers claims and demands presented during the period of September 29 through October 12, 2015, drawn, or to be drawn, from East West Bank.

The following list details the components of City Warrant Register No. 1434:

1. Ratification of wire transfers totaling **\$1,263,971.75**;
2. Ratification of the issuance of early checks totaling **\$249,812.45**; and
3. Authorization to issue pending checks totaling **\$90,540.18**.



CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof. This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

William Fox  
Finance Director

Date: \_\_\_\_\_

**CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015**

**WIRES**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
ICMA RETIREMENT TRUST 457	011.210220	28,266.71	Deferred Compensation: Payment	Ben184245		10/01/2015	1263	28,266.71
CALPERS	011.210240	395,883.80	PERS Contributions: Payment	Ben184241			1264	
	011.210240	239.01	PERS Survivor's Benefit: Payment	Ben184241			1264	
	011.210240	1,879.93	PERS Buy-back: Payment	Ben184241			1264	
	011.1004.502020	-0.15	PERS Contributions: Adjustment	Ben184241			1264	
CITY OF VERNON, FSA ACCOUNT	011.100013	497.68	FSA - Dependent: Payment	Ben184247		10/05/2015	1265	398,002.59
	011.100013	311.93	FSA - Medical: Payment	Ben184247			1265	
STATE DISBURSEMENT UNIT	011.210260	3,014.72	Child Support: Payment	Ben184249		10/01/2015	1266	809.61
CALPERS	011.1015.595200	2,500.00	GASB 68 Reporting Service Fee	091015		10/05/2015	1267	3,014.72
	011.1015.595200	2,500.00	GASB 68 Reporting Service Fee	091015(B)			1267	
DLA PIPER LLP (US)	011.1023.593200	2,291.18	Pechiney Property	3177750		09/11/2015	1268	5,000.00
	011.1023.593200	31,167.47	Sale of 3200 Fruitland	3177751			1268	
	011.1023.593200	807.34	Pechiney Property	3196093			1268	
	011.1023.593200	11,007.53	Sale of 3200 Fruitland	3196094			1268	
VERIZON WIRELESS	011.9019.560010	26.13	Service Period: 08/15	090715		09/29/2015	1269	45,273.52

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**WIRES**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
VERIZON WIRELESS	011.9019.560010	51.49	Service Period: 08/15	090715			1269	
	011.9019.560010	404.58	Service Period: 08/15	090715			1269	
	011.9019.560010	349.19	Service Period: 08/15	090715			1269	
	011.9019.560010	1,206.81	Service Period: 08/15	090715			1269	
	011.9019.560010	1,453.38	Service Period: 08/15	090715			1269	
	011.9019.560010	1,914.88	Service Period: 08/15	090715			1269	
	011.9019.560010	896.68	Service Period: 08/15	090715			1269	
	011.9019.560010	145.58	Service Period: 08/15	090715			1269	
	011.9019.560010	2,011.67	Service Period: 08/15	090715			1269	
	011.9019.560010	230.59	Service Period: 08/15	090715			1269	
	011.9019.560010	284.24	Service Period: 08/15	090715		10/07/2015	1269	8,975.22
CORA CONSTRUCTORS, INC.	011.1043.900000	39,395.51	Furnish & Install 300 KW Generator	3470615			1270	
	011.1049.900000	166,201.68	Furnish & Install 300 KW Generator	3470615		10/08/2015	1270	205,597.19
AETNA HEALTH OF CALIFORNIA	011.1026.502031	8,119.70	Coverage Period: 10/15	31047121			1271	
	011.1026.502031	3,388.94	Coverage Period: 10/15	31047802		10/08/2015	1271	11,508.64
ANTHEM BLUE CROSS	011.210221	259,140.10	Coverage Period: 10/15	278213H001			1272	
	011.1026.502031	38,663.37	Coverage Period: 10/15	466081C		10/08/2015	1272	297,803.47
CENTRAL BASIN MWD	020.1084.500130	78,717.34	Capacity Charge	VERAUG15			1273	

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WIRES		ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
VENDOR DISPLAY		020.1085.500130	15,671.31	Capacity Charge	VERAUG15		10/09/2015	1273	94,388.65
CENTRAL BASIN MWD		020.1084.500110	165,331.43	Groundwater Production	073115		10/09/2015	1274	
WATER REPLENISHMENT DISTRICT									165,331.43
<b>TOTAL WIRES</b>									<b>\$ 1,263,971.75</b>

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
A-M-S	011.1049.520000	176.00	WELDED HMF 3070 734 LH CURRIES M16 453	894416700	011.0010854	10/01/2015	348874	656.98
	011.1049.520000	50.00	DR HMF PUNCH & DIMPLE HOLES - ANCHORS	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	18.00	HMF DC690 5-3/4" MASONRY TUBE ANCHOR,	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	42.00	Freight	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	54.26	Sales Tax	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	8.00	HMF DYNABOLT 3/8" X 5" FOR MASONRY	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	273.50	HMD 607 3070 453 G2 CD379371SP	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	14.25	HAG BB1279 4.5X4.5 652 HINGE US26D,	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	5.97	Fuel Charge	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	7.50	DR HMD FIRE LABEL	894416700	011.0010854	10/01/2015	348874	
	011.1049.520000	7.50	DR HMF FIRE LABEL	894416700	011.0010854	10/01/2015	348874	
ANA BARCIA	011.1033.596500	45.80	Laserfiche Training	092815			348875	
	011.1003.596500	196.88	Seminar TTC 300 Series	092815(B)			348875	242.68
MARIA AYALA	011.1003.596500	43.01	SCCCA Meeting	090815			348876	
BOB MURRAY & ASSOCIATES	011.1026.594200	3,108.55	Professional Services	6415			348877	3,108.55

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
AARON CASS	011.230220	809.95	Refund Security Deposit	092115		10/01/2015	348878	809.95
CDW GOVERNMENT, INC.	011.9019.520010	8.04	Sales Tax	WN46659/WP019 89			348879	
	011.9019.520010	45.58	Sales Tax	WN46659/WP019 89			348879	
	011.9019.520010	89.28	Item No. 1185128~	WN46659/WP019 89	011.0010797		348879	
	011.9019.520010	506.52	Item No. 3292080~	WN46659/WP019 89	011.0010797		348879	
	011.9019.520010	519.90	Item No. 2522024~	WN46659/WP019 89	011.0010797		348879	
	011.9019.520010	578.70	Item No. 3673194~	WN46659/WP019 89	011.0010797		348879	
	011.9019.520010	202.50	Item No. 3683357~	WN46659/WP019 89	011.0010797		348879	
	011.9019.520010	150.73	Sales Tax	WN46659/WP019 89			348879	
	011.9019.520010	110.30	Item No. 3520390~	WN46659/WP019 89	011.0010797		348879	
	011.9019.520010	263.26	Item No. 2258052~	WN46659/WP019 89	011.0010797		348879	
	011.9019.520010	239.97	Item No. 2934965~	WZS07915	011.0010797		348879	
	011.9019.520010	21.60	Sales Tax	WZS07915			348879	
JERRY CHAVEZ JR	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348880	2,736.38
						10/01/2015		68.85

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JEREMY CROSS	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348881	68.85
DANITA ROBERTSON	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348882	68.85
CERISSA DIAZ	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348883	68.85
SANDRA DOLSON	011.1003.596500	53.71	Lasefiche Conference	092815		10/01/2015	348884	53.71
ELIZABETH ZEPEDA	011.1060.596500	62.68	Lasefiche Conference	092915		10/01/2015	348885	62.68
IGNACIO ESTRADA III	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348886	68.85
FIREFIGHTERS' SAFETY CENTER	011.1033.540000	234.35	Fire Personnel Work Boots.~	25462	011.0010843	10/01/2015	348887	234.35
FRANCHISE TAX BOARD	011.210260	180.00	Garnishment: Payment	Ben184237		10/01/2015	348888	180.00
BRANDON GRAY	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348889	68.85
LILIA HERNANDEZ	011.1002.596500	59.23	Lasefiche Conference	092815		10/01/2015	348890	59.23

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
HOLY ANGELES CHURCH OF THE	011.1021.797000	45,000.00	Community Fund Grant	092815		10/01/2015	348891	45,000.00
IBEW LOCAL 47	011.210250	2,837.21	IBEW Dues: Payment	Ben184231		10/01/2015	348892	2,837.21
LOS ANGELES COUNTY BICYCLE	011.1021.797000	35,000.00	Community Fund Grant	092815		10/01/2015	348893	35,000.00
LOS ANGELES ELEVATOR SERVICES	011.1049.590000	90.00	Elevator Service	8385		10/01/2015	348894	90.00
LUCKY PICTURE FRAME CO., INC.,	011.1023.520000	20.00	Frame for proclamation	093015		10/01/2015	348895	20.00
LUZ MARTINEZ	011.1048.530015	207.02	Reimb. Supplemental Taxes FY2014	093015		10/01/2015	348896	207.02
MIGUEL CONTRERAS FOUNDATION	011.1002.550000	5,000.00	Sponsorship	092915		10/01/2015	348897	5,000.00
NICHOLAS PEREZ	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348898	68.85
PROYECTO PASTORAL	011.1021.797000	40,000.00	Community Fund Grant	092815		10/01/2015	348899	40,000.00
FERNANDO RODRIGUEZ	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348900	68.85

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
SANDRA D. BINGMAN	011.210260	2,000.00	GARNISHMENTS: Payment	Ben184233		10/01/2015	348901	68.85
DANIEL SANTOS	011.1031.596500	68.85	Supervisory Update	082515		10/01/2015	348902	2,000.00
SKY DENTAL	011.1031.420510	89.00	Refund Duplicate Payment	092315		10/01/2015	348903	68.85
SOUTHERN CALIFORNIA EDISON	011.1048.560000	23.61	Service Period: 09/04 - 09/17	091815		10/01/2015	348904	89.00
THE GAS COMPANY	011.1048.560000	23.28	Service Period: 08/15	091415		10/01/2015	348905	23.61
U.S. HEALTHWORKS MEDICAL GROUP	011.1026.502095	203.26	First Aid: A. Encinas	092315		10/01/2015	348906	23.28
VERNON FIREMEN'S ASSOCIATION	011.210250	3,265.00	Fire House Fund: Payment	Ben184235		10/01/2015	348907	203.26
ASSOCIATION VERNON POLICE OFFI	011.210250	1,887.60	Police Association Member Dues: Payment	Ben184229		10/01/2015	348908	3,265.00
WEINGART EAST LOS ANGELES YMCA	011.1021.797000	25,000.00	Community Fund Grant	092815		10/01/2015	348909	1,887.60

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ZUMAR INDUSTRIES, INC.	011.120010	343.69	Regulatory signs ~	160182/160238	011.0010855	10/01/2015	348910	25,000.00
BRIAN BYUN	011.1024.596500	15.56	Expense Reimbursement	092815		10/01/2015	348911	343.69
	011.1024.596500	10.26	Appearance at Hearing on U.S. Trustee's	092915		10/06/2015	348911	25.82
CHEVRON AND TEXACO BUSINESS	011.1031.570000	91.77	Fuel Charges	092215		10/06/2015	348912	91.77
COPLOGIC, INC.	011.9019.590110	3,858.75	Desk Officer Online Reporting System	C10022520150331	011.0011060	10/06/2015	348913	3,858.75
LOS ANGELES ELEVATOR SERVICES	011.1049.590000	125.00	Maintenance	7779		10/06/2015	348914	125.00
EVANGELINA MURO	011.1024.596500	62.62	Laserfiche Conference Seminar	092815		10/06/2015	348915	62.62
V & V MANUFACTURING, INC.	011.4031.540000	7,014.60	Custom OB-69, All Subdued Silver,	41724	011.0011053		348916	
	011.4031.540000	631.31	Sales Tax	41724		10/06/2015	348916	7,645.91
VCI CONSTRUCTION, INC.	057.1057.596200	18,080.72	Aerial Production	31341		10/06/2015	348917	18,080.72

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
WEX BANK	011.1031.570000	268.78	Fuel Charges	42474431		10/06/2015	348918	268.78
CALIFORNIA WATER SERVICE CO.	011.1043.560000	63.69	Services	0924		10/08/2015	348919	63.69
CENTRAL CALIFORNIA TRAINING	011.1031.596700	450.00	2015 Training Manager's Seminar	092115		10/08/2015	348920	450.00
ANTHONY ENCINAS II	011.1031.596500	141.70	Say what you mean, but don't say it mean	092215		10/08/2015	348921	141.70
ALEXY ESCOBEDO	011.1031.596500	327.93	2015 Training Manager's Seminar	092115		10/08/2015	348922	327.93
IGNACIO ESTRADA III	011.1031.596500	30.00	COPSWEST 2015	091415		10/08/2015	348923	30.00
ROBERTO SOUSA	011.1031.596500	52.00	Say what you mean, but don't say it mean	092215		10/08/2015	348924	52.00
STAPLES ADVANTAGE	020.1084.520000	12.21	Office Supplies, Order #7141417918	082915various	011.0010948		348925	
	020.1084.520000	1.10	Sales Tax	082915various			348925	
	011.1040.520000	116.56	Office Supplies, Order #7141417918	082915various	011.0010948		348925	
	011.1040.520000	10.49	Sales Tax	082915various			348925	
	011.1041.520000	172.75	Office Supplies, Order #7141417918	082915various	011.0010948		348925	
	011.1041.520000	15.55	Sales Tax	082915various			348925	
	011.1043.520000	117.98	Office Supplies, Order #7141417918	082915various	011.0010948		348925	

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
STAPLES ADVANTAGE	011.1043.520000	10.62	Sales Tax	082915various		10/08/2015	348925	457.26
JERRY WINEGAR	011.1031.596500	52.00	Say what you mean, but don't say it mean	092215		10/08/2015	348926	52.00
Y & M ARCHITECTS	011.1048.900000	5,000.00	Vernon homes Remodel	15.175.001		10/08/2015	348927	5,000.00
KOROUGH HANGAFARIN	011.230220	1,100.00	Ref / Security Deposit	100515		10/08/2015	348928	1,100.00
VERONICA AVENDANO	011.1026.596500	8.61	Mileage Reimbursement	100515		10/13/2015	348929	8.61
BRUCE V.MALKENHORST, SR.	011.1026.502031	215.00	RX Reimbursement	100515		10/13/2015	348930	215.00
CAL TECH COPIER, INC.	011.9019.520010	165.68	Maintenance & Repairs	CT54218			348931	
	011.9019.590110	250.00	Maintenance & Repairs	CT54218			348931	
	011.9019.520010	479.60	Maintenance & Repairs	CT54219			348931	
	011.9019.590110	250.00	Maintenance & Repairs	CT54219			348931	
	011.9019.520010	544.95	Maintenance & Repairs	CT54220			348931	
	011.9019.590110	250.00	Maintenance & Repairs	CT54220			348931	
CALIFORNIA WATER SERVICE CO.	011.1033.560000	111.73	Service Period: 08/25 - 09/23	092415		10/13/2015	348932	1,940.23

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
D & R OFFICE WORKS, INC.	011.1049.850000	2,707.76	Office Furniture	98657IN		10/13/2015	348933	111.73
FRED MACFARLANE	011.1002.596200	13,000.00	Strategic Communications	093015		10/13/2015	348934	2,707.76
LISETTE GRIZZELLE	011.1026.596500	62.73	ECS Training Conference	100615		10/13/2015	348935	13,000.00
JEMMOTT ROLLINS GROUP, INC.	011.1021.596200	10,000.00	Professional Services	SEP15		10/13/2015	348936	62.73
LIFE-ASSIST, INC.	011.1033.520000	3,042.40	Medical Supplies~	082515VRS	011.0010848	10/13/2015	348937	10,000.00
NEWPORT BEACH, OB/GYN	011.1026.502031	275.00	Medical Expense: V. Malkenhorst	090815		10/13/2015	348938	3,042.40
PACIFIC SHORES MEDICAL GROUP	011.1026.502031	23.82	Medical Expense: B. Malkenhorst	092315		10/13/2015	348939	275.00
STATE OF CALIFORNIA	011.1024.596200	100.00	Fair Political Practices Commission	100715		10/13/2015	348940	23.82
TERRA ENVIRONMENTAL SERVICES	011.1043.900000	2,713.50	Environmental Services	682		10/13/2015	348941	100.00
						10/13/2015		2,713.50

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
THE DATALOK COMPANY	011.9019.560010	197.48	During the period of July 1, 2015 thru	6090977042	011.0011016	10/13/2015	348942	197.48
THOMAS H. KANEGAE, M.D.	011.1026.502031	72.80	Medical Expense: V. Malkenhorst	082815		10/13/2015	348943	72.80
TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	157.50	Service Period: 09/15	100115		10/13/2015	348944	157.50
GENERAL DATA CO.	011.9019.520010	97.53	Toner	5082607IN		10/13/2015	348945	97.53
UPS	011.1033.520000	12.44	Service Period: 09/15	933312385			348946	
	011.1041.520000	38.73	Service Period: 09/15	933312385			348946	
	011.1033.520000	22.25	Service Period: 09/15	933312395(B)			348946	
	011.1041.520000	141.82	Service Period: 09/15	933312395(B)			348946	
	011.1043.520000	78.84	Service Period: 09/15	933312395(B)			348946	
VORTEX INDUSTRIES, INC	011.1049.900000	7,029.75	Metal Door & Frame	39473371		10/13/2015	348947	294.08
WARNERDALE DENTAL PRACTICE	011.1026.502031	122.40	Medical Expense: B. Malkenhorst	092315		10/13/2015	348948	7,029.75
WESLEY M. KOBAYASHI, Dpm, INC.	011.1026.502031	9.34	Medical Expense: V. Malkenhorst	082515		10/13/2015	348949	122.40

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**EARLY CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
						10/13/2015		9.34
<b>TOTAL EARLY CHECKS</b>								<b>\$ 249,812.45</b>

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
ADVANCED ELECTRONICS, INC.	011.1036.590000	519.29	Two Way Radio	154518IN		348950	
	011.1036.596200	1,384.97	Two Way Radio	154518IN		348950	1,904.26
ALCOA BELAIR LLC	095.5095.400900	21,931.52	Refund Parcel Tax No. 6303019011	100515		348951	21,931.52
ALLSTAR FIRE EQUIPMENT INC.	011.1046.520000	126.00	FC225 wire guards	184491	011.0010937	348952	
	011.1046.520000	11.34	Sales Tax	184491		348952	
	011.1046.590000	11.90	Freight	184491	011.0010937	348952	149.24
ANTHONY KOSTALLAS, O.D.	011.1015.502030	200.00	Vision Benefits: E. Mejia	093015		348953	200.00
ATHENS INSURANCE SERVICES, INC	011.1026.594200	4,916.66	TPA FEE	IVC10363		348954	4,916.66
BEST BEST & KRIEGER LLP	011.1024.593200	1,606.50	General Municipal Matters	756803		348955	
	011.1024.593200	17,900.46	Labor & Employment	756804		348955	19,506.96
BOBCAT OF CERRITOS	011.1046.520000	206.84	D6NN523 -F17M muffler	P18554	011.0010996	348956	
	011.1046.520000	11.45	425021A1 muffler clamp	P18554	011.0010996	348956	
	011.1046.520000	19.65	Sales Tax	P18554		348956	
	011.1046.590000	50.00	Freight	P18554	011.0010996	348956	

CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
CCCA	011.1043.596200	2,568.40	Stormwater Funding Options	VERNON		348957	287.94
CDW GOVERNMENT, INC.	011.9019.520010	508.97	3519198 APPLE IPAD AIR 2 16GB SPACE	XJ49280	011.0010925	348958	2,568.40
	011.9019.520010	86.63	3537236 KEN KEYFOLIO THIN X3 F/IPAD	XJ49280	011.0010925	348958	
	011.9019.520010	274.39	3324217 SAMSUNG GALAXY TAB 4 10.1 WHT-	XJ49280	011.0010925	348958	
	011.9019.520010	6.00	654809 RECYCLING FEE 4" TO LESS THAN 15"	XJ49280	011.0010925	348958	
	011.9019.520010	78.31	Sales Tax	XJ49280		348958	954.30
CENTRAL FORD	011.1046.520000	109.44	XO 5W20 QSP synthetic motor oil	262952/262997	011.0010997	348959	
	011.1046.520000	16.20	CR2450 batteries	262952/262997	011.0010997	348959	
	011.1046.520000	-17.82	CR2450 batteries	262952/262997	011.0010997	348959	
	011.1046.520000	12.56	Sales Tax 10.00	262952/262997		348959	120.38
ERIK CHENG	011.1060.596500	34.50	PAPA Seminar	091715		348960	
	011.1060.596500	64.40	Hazwaste TAG	091715(B)		348960	
	011.1060.596500	28.18	Emergency call to right away meat co.	092115		348960	
	011.1060.596500	28.18	Emergency Call to Holliday Rock on	092115(B)		348960	155.26

**CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
COMMERCIAL TIRE COMPANY	011.1046.520000	339.90	LT225/75R16 firestone transforce ht 10	1124112	011.0010999	348961	
	011.1046.520000	30.59	Sales Tax	1124112		348961	
	011.1046.590000	3.50	State tire fee	1124112	011.0010999	348961	
	011.1046.590000	10.00	Disposal fee	1124112	011.0010999	348961	
	011.1046.590000	37.50	Labor to mount & dismount	1124112	011.0010999	348961	421.49
DANGELO CO	011.120010	426.86	3023-140 Hymax 6" couplings, O.D.	S1257999001	011.0011008	348962	
	011.120010	452.36	3023-146 Hymax 8" couplings, O.D.	S1257999001	011.0011008	348962	
	011.120010	864.79	3023-226 Hymax 12" couplings, O.D.	S1257999001	011.0011008	348962	
	011.120010	1,902.60	3023-229 Hymax 14" couplings, O.D.	S1257999001	011.0011008	348962	
	011.120010	328.19	Sales Tax	S1257999001		348962	3,974.80
DEWEY PEST CONTROL	011.1049.590000	171.00	Pest Control Service	093015VRS		348963	
	011.1033.520000	27.00	Pest Control Service	9607335		348963	
	011.1033.520000	25.00	Pest Control Service	9607336		348963	
	011.1033.520000	25.00	Pest Control Service	9607337		348963	
	011.1033.520000	25.00	Pest control Service	9609963		348963	273.00
BRYAN DOME	011.1033.570000	100.00	Reimb. Fuel Purchase	092315		348964	100.00
DR. DAVID N. STEIN	011.1043.502030	275.00	Vision Benefits: J. Zermeno	093015		348965	
	020.1084.502030	225.00	Vision Benefits: R. Castellanos	093015(B)		348965	

**CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
DR. DAVID N. STEIN	011.1041.502030	225.00	Vision Benefits: A. Hernandez	093015(C)		348965	725.00
DR. JOSEPH HSU	011.1043.502030	225.00	Vision Benefits: Child	092115		348966	
	011.1043.502030	170.00	Vision Benefits: L. Sanchez	092115(B)		348966	395.00
DR. MICHAEL KOSTURA	011.1033.502030	225.00	Vision Benefits: A. Guth	093015		348967	
ECMS, INC.	011.1033.540000	882.83	Turnout Cleaning~	33131000	011.0010842	348968	225.00
FLEMING ENVIRONMENTAL, INC.	011.1049.590000	475.00	Site Inspection Services	10931		348969	882.83
MICHAEL J. GAVINA	011.1021.596200	100.00	Vernon Community Fund Stipend	093015		348970	475.00
PAUL HALLENBERG	011.1026.596800	280.00	Tuition Reimbursement	092115		348971	100.00
HI-LINE INC.	011.1046.520000	10.47	DBF1132 flattened shank 135 deg drill bit	10408797	011.0011002	348972	
	011.1046.520000	9.34	DBF2164 flattened shank 135 deg drill bit	10408797	011.0011002	348972	
	011.1046.520000	5.17	Sales Tax	10408797		348972	
	011.1046.520000	13.82	DBF2564 flattened shank 135 deg drill bit	10408797	011.0011002	348972	
	011.1046.520000	12.18	DBF38 flattened shank 135 deg drill bit	10408797	011.0011002	348972	
	011.1046.520000	11.87	DBF2364 flattened shank 135 deg drill bit	10408797	011.0011002	348972	

CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
HOME DEPOT CREDIT SERVICES	020.1084.520000	147.90	Tools and plumbing hardware.~	090115VRS	011.0010852	348973	62.85
	011.120010	803.12	Tools and plumbing hardware.~	090115VRS	011.0010852	348973	
	011.1043.520000	12.23	Tools and plumbing hardware.~	090115VRS	011.0010852	348973	
	011.1048.520000	1,364.28	Tools and plumbing hardware.~	090115VRS	011.0010852	348973	
	011.1049.520000	1,207.56	Tools and plumbing hardware.~	090115VRS	011.0010852	348973	
JASON ADDISON SMITH CONSULTING	011.1041.595200	1,232.50	Professional Services	PC4465		348974	3,535.09
JERRY'S AUTO BODY INC	011.1046.520000	158.40	Paint & material	28986	011.0011003	348975	1,232.50
	011.1046.520000	14.26	Sales Tax	28986		348975	
	011.1046.590000	542.80	Labor to repair & refinish dent on	28986	011.0011003	348975	
JETRO	011.1049.520000	490.32	Arrowhead bottled water, screw on cap,	188953	011.0011015	348976	715.46
	011.1049.520000	189.00	CRV	188953	011.0011015	348976	679.32
L.B. JOHNSON HARDWARE CO. #1	011.1043.520000	74.82	Plumbing and building hardware~	091015VRS	011.0010833	348977	
	011.1047.520000	96.08	Plumbing and building hardware~	091015VRS	011.0010833	348977	
	011.1049.520000	101.57	Plumbing and building hardware~	091015VRS	011.0010833	348977	
L.N. CURTIS & SONS	011.1033.540000	877.72	G-Xtreme Turnout Gear~	136209900	011.0010849	348978	272.47

**CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	CHECK AMOUNT
DAVID LEDUFF	011.1060.596500	104.52	PAPA Seminar	092415		348979	877.72
LOS ANGELES COUNTY ASSES OFC.	011.1041.595200	23.49	Maps & Postage	16ASRE052		348980	104.52
CHADRICK MCGOVNEY	011.1026.596800	576.50	Tuition Reimbursement	092215		348981	23.49
MELVYN GREEN & ASSOCIATES, INC	011.1041.595200	8,614.35	Plan Check Services	13804		348982	576.50
UPHOLSTERY NICK ALEXANDER REST	011.1046.520000	110.00	Material to reupholster bench seat	3079	011.0011005	348983	8,614.35
	011.1046.520000	9.90	Sales Tax	3079		348983	
	011.1046.590000	185.00	Labor to reupholster bench seat	3079	011.0011005	348983	304.90
LYNDON ONG YIU	011.1060.596500	39.10	Food Technical Advisory Committee	092115		348984	39.10
CARLOS OURIQUE	011.1031.502030	93.50	Vision Benefits: Child	092114		348985	93.50
PENSKE TOYOTA SCION OF DOWNEY	011.1046.520000	2.79	Sales Tax	190488		348986	

CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
PENSKE TOYOTA SCION OF DOWNEY	011.1046.520000	2.06	roof clips	190488	011.0010998	348986	
	011.1046.520000	29.35	roof moulding	190488	011.0010998	348986	34.20
PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	246.36	Plumbing and building hardware~	S1160160001	011.0010835	348987	246.36
POSITIVE LAB SERVICE	011.1049.590000	236.25	Lab Services	53506		348988	236.25
RUSH TRUCK CENTER OF WHITTIER	011.1046.520000	17.55	brake light switch	3000138127	011.0011004	348989	
	011.1046.520000	1.58	Sales Tax	3000138127		348989	
	011.1046.590000	230.00	Labor to diagnose and repair	3000138127	011.0011004	348989	249.13
INTERSTATE BILLING SERVICE INC	011.1046.520000	4.63	Sales Tax	3000146452		348990	
	011.1046.520000	51.42	Transmission kit	3000146452	011.0011001	348990	56.05
SHIRLEY SALAS	011.1004.502030	204.00	Vision Benefits: Spouse	092114		348991	
	011.1004.502030	204.00	Vision Benefits	092115		348991	408.00
SCOTT CAMPBELL CO	011.1049.590000	1,610.00	Annual Testing	31415		348992	1,610.00

**CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
SILVA'S PRINTING NETWORK	011.120010	515.14	2700-225 City Of Vernon #10 (regular)	2589798	011.0010982	348993	
	011.120010	1,108.08	2700-230 City Of Vernon #10 (regular)	2589798	011.0010982	348993	
	011.120010	146.10	Sales Tax	2589798		348993	1,769.32
SOLARWINDS, INC.	011.9019.590110	205.00	Solarwinds DameWare Mini Remote Control	IN239573	011.0010988	348994	205.00
U.S. HEALTHWORKS MEDICAL GROUP	011.1026.502095	101.82	First Aid: A. Encinas	090715		348995	
	011.1026.597000	96.00	Vaccine	2738952CA		348995	
	011.1026.597000	30.00	DMV Questionnaire	2776751CA		348995	
	011.1026.597000	152.00	DOT Physicals	2780254CA		348995	379.82
UNITED PUMPING SERVICE, INC.,	011.1043.596200	582.00	Maintenance & Repairs	INV127233		348996	582.00
VISTA PAINT CORPORATION	011.120010	417.00	Terminator II White, 5 gallon cans,	201536849800	011.0011047	348997	
	011.120010	9.60	PaintCare Recycle Fee.	201536849800	011.0011047	348997	
	011.120010	38.39	Sales Tax	201536849800		348997	464.99
WILLIAMS DATA MANAGEMENT	011.1003.596200	333.00	Storage Fees 09/15	343956		348998	333.00
WOODRUFF, SPRADLIN & SMART	011.1003.593200	6,287.25	Public Records Act Requests	53956		348999	

CITY OF VERNON  
 WARRANT REGISTER NO. 1434  
 OCTOBER 20, 2015

PRINTED CHECKS

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
						6,287.25
TOTAL PRINTED CHECKS					\$	<u>90,540.18</u>

CITY OF VERNON  
WARRANT REGISTER NO. 1434  
OCTOBER 20, 2015

**RECAP BY FUND**

FUND	WIRE TOTAL	EARLY CHECK TOTAL	PRINTED CHECK TOTAL	TOTAL
011 - GENERAL	\$ 1,004,251.67	\$ 231,718.42	\$ 68,235.76	\$ 1,304,205.85
020 - WATER	259,720.08	13.31	372.90	260,106.29
057 - FIBER OPTIC	0.00	18,080.72	0.00	18,080.72
095 - PARCEL TAX	0.00	0.00	21,931.52	21,931.52
<b>GRAND TOTAL</b>	<b>\$ 1,263,971.75</b>	<b>\$ 249,812.45</b>	<b>\$ 90,540.18</b>	<b>\$ 1,604,324.38</b>

**TOTAL CHECKS TO BE PRINTED 50**

**RECEIVED**

OCT 15 2015

CITY CLERK'S OFFICE



# STAFF REPORT

FINANCE/TREASURY DEPARTMENT

**RECEIVED**

OCT 14 2015

CITY ADMINISTRATION

A handwritten signature in black ink, appearing to be "W.F.", written over a horizontal line.

**DATE:** October 14, 2015  
**TO:** Honorable Mayor and City Council  
**FROM:** William Fox, Finance Director *W.F.*  
**RE:** Light & Power Warrant Register for City Council Agenda of October 20, 2015

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It is recommended that the attached Light & Power Warrant Register No. 399 be approved at the City Council meeting of October 20, 2015.

Light & Power Warrant Register No. 399 totals \$598,816.26, and covers claims and demands presented during the period of September 29 through October 12, 2015, drawn, or to be drawn, from East West Bank.

The following list details the components of Light & Power Warrant Register No. 399:

1. Ratification of wire transfers totaling **\$498,450.70**;
2. Ratification of the issuance of early checks totaling **\$23,551.24**; and
3. Authorization to issue pending checks totaling **\$76,814.32**.



**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof

\_\_\_\_\_  
William Fox  
Finance Director

Date: \_\_\_\_\_

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers: \_\_\_\_\_

**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

<b>WIRES</b>	<b>VENDOR DISPLAY</b>	<b>ACCOUNT NUMBER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>DATE ISSUED</b>	<b>WIRE NUMBER</b>	<b>AMOUNT</b>
	CALIFORNIA ISO	055.9200.500210	3.97	Revised Charges 09/15	201509223130825			5944	
		055.9200.500150	-285.83	Revised Charges 09/15	554			5944	
		055.9200.500170	-278.20	Revised Charges 09/15	201509223130825			5944	
		055.9200.500190	-60.08	Revised Charges 09/15	554			5944	
		055.9200.500170	-4,275.64	Initial Charges 09/15	201509223130825			5944	
		055.9200.500190	-1,964.77	Initial Charges 09/15	554			5944	
		055.9200.500150	208,855.06	Initial Charges 09/15	201509223130825			5944	
		055.9200.500210	16,936.83	Initial Charges 09/15	554			5944	
		055.9200.500210	19.92	Revised Charges 08/15	201509223130825			5944	
		055.9200.500240	387.07	Revised Charges 08/15	554			5944	
		055.9200.500150	2,484.89	Revised Charges 08/15	201509223130825			5944	
		055.9200.500170	39,346.58	Revised Charges 08/15	554			5944	
		055.9200.500190	202.08	Revised Charges 08/15	201509223130825			5944	
		055.9200.500150	-7,455.33	Revised Charges 06/15	554			5944	
		055.9200.500170	-2,978.46	Revised Charges 06/15	201509223130825			5944	
					554			5944	

**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

WIRES		ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
CALIFORNIA ISO	055.9200.500190	-424.18	Revised Charges 06/15	201509223130825 554				5944	
	055.9200.500210	-0.09	Revised Charges 06/15	201509223130825 554			09/28/2015	5944	250,513.82
ICE TRADE VAULT LLC	055.9200.596200	375.00	Trade Vault	TV22316			09/30/2015	5945	375.00
ICE US OTC COMMODITY MARKETS,	055.9200.596200	1,200.00	OTC Commission Adjustment	815001688088			09/30/2015	5946	1,200.00
SOUTHERN CALIFORNIA EDISON	055.9200.500170	121,420.00	Mead Laguna Bell	7500591062				5947	
	055.9200.500170	51,370.00	Victorville Lugo	7500591093				5947	
	055.9200.500170	24,669.00	Laguna Bell	7500591094			10/01/2015	5947	197,459.00
BLOOMBERG FINANCE L.P.	055.9200.596200	480.00	Market Information Services	5602964210			10/07/2015	5948	480.00
BIOFUEL GENERATION SERVICE LLC	055.9200.500162	48,422.88	Biomethane	RPS82015			10/09/2015	5949	48,422.88
<b>TOTAL WIRES</b>									<b>\$ 498,450.70</b>

**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

**EARLY CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
CAINE & WEINER COMPANY, INC.	055.110011	159.77	Collection Agency Fees	408053			511649	
	055.110011	223.73	Collection Agency Fees	408054			511649	
	055.110011	5,416.18	Collection Agency Fees	408055		10/01/2015	511649	5,799.68
ADVANCED ELECTRONICS, INC.	055.9000.590000	3,150.78	Maintenance & Repairs	153494/151039/15 3497		10/06/2015	511650	3,150.78
IRENE CASTILLO	055.9000.596500	63.25	Laserfiche Training Seminar	093015		10/06/2015	511651	63.25
DIANA FIGUEROA	055.9000.596500	63.25	Laserfiche Training Seminar	093015		10/06/2015	511652	63.25
BLOOMBERG FINANCE L.P.	055.9200.596200	273.00	Market Information Services	5603064314			511653	
	055.9200.596200	10,980.00	Market Information Services	5603064315		10/13/2015	511653	11,253.00
HAUL-AWAY RUBBISH SERVICE CO.	055.8400.596200	157.00	Trash Removal Service	59X00230			511654	
	055.8400.596200	61.00	Trash Removal Service	59X00231		10/13/2015	511654	218.00
LOS ANGELES ELEVATOR SERVICES	055.8400.590000	90.00	Maintenance Service	8587		10/13/2015	511655	90.00
SANTA FE BUILDING MAINTENANCE	055.8400.590000	464.00	Janitorial Service	14212		10/13/2015	511656	90.00

**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

**EARLY CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT	
SANTA FE BUILDING MAINTENANCE	055.9000.590000	1,611.00	Janitorial Service	14212		10/13/2015	511656	2,075.00	
SOUTHERN CALIFORNIA EDISON	055.8100.560010	79.84	Service Period: 08/28 - 09/29	093015			511657		
	055.9200.560010	748.64	Service Period: 09/01 - 10/01	100215		10/13/2015	511657	828.48	
UPS	055.8000.590000	9.80	Delivery Services	933312395		10/13/2015	511658	9.80	
<b>TOTAL EARLY CHECKS</b>								<b>\$</b>	<b>23,551.24</b>

**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
SECURITY, INC. ABSOLUTE INTERN	055.8100.596200	21,161.37	Unarmed Security Guard Service	2015026500		511659	21,161.37
AMEE ENVIRONMENT &	055.110011	10.00	Refund on closed Acct# 5404	092415		511660	10.00
AMERICAN INTEGRATED SERVICES	055.110011	753.36	Refund on closed Acct# 5852	092415		511661	753.36
A-THRONE CO., INC.	055.8100.596200	95.06	Portable Restroom Rental	458461		511662	95.06
DEWEY PEST CONTROL	055.8400.590000	122.00	Pest Control Service	9608251		511663	122.00
ISAIAH 2222 INC.	055.110011	461.05	Refund on closed Acct# 5457	092415		511664	461.05
JIA HUI RESOURCES	055.110011	530.64	Refund on closed Acct# 35	092415		511665	530.64
JMC NETWORKS, INC.	055.110011	263.98	Refund on closed Acct# 1492	092415		511666	263.98
KARLSSON GROUP	055.110011	500.00	Refund on closed Acct# 760	092415		511667	500.00
LATHAM & WATKINS LLP	055.9000.900000	15,090.50	Project Wind	150112192		511668	15,090.50

**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
LATHAM & WATKINS LLP	055.9000.593200	282.60	Sale of ERC's	150112193		511668	15,373.10
LILO SWIM INC.	055.110011	354.25	Refund on closed Acct# 1492	092415		511669	354.25
MANUEL D. GONZALEZ, O.D.	055.8000.502030	245.00	Vision Benefits: D. Quiroz	093015		511670	245.00
POWER CONSULTANTS INC. PORT CA	055.9000.900000	13,657.46	Consulting Services	100115		511671	
	055.9000.596200	13,237.46	Consulting Services	100115		511671	26,894.92
RAMONA INC.	055.110011	10.00	Refund on closed Acct# 5832	092415		511672	10.00
ROYAL WHOLESALE ELECTRIC	055.8000.590000	116.04	WIRE - BLACK~	9066443568	055.0002324	511673	
	055.8000.590000	116.04	WIRE - BLUE~	9066443568	055.0002324	511673	
	055.8000.590000	116.04	WIRE - WHITE~	9066443568	055.0002324	511673	
	055.8000.590000	116.04	WIRE - RED~	9066443568	055.0002324	511673	
	055.8000.590000	116.04	WIRE - GREEN~	9066443568	055.0002324	511673	
	055.8000.590000	168.57	BLUE WIRE WITH WHITE STRIPE~	9066443568	055.0002324	511673	
	055.8000.590000	168.57	BLACK WIRE WITH WHITE STRIPE~	9066443568	055.0002324	511673	
	055.8000.590000	168.57	RED WIRE WITH WHITE STRIPE~	9066443568	055.0002324	511673	
	055.8000.590000	168.57	BLUE WIRE WITH GREEN STRIPE~	9066443568	055.0002324	511673	
	055.8000.590000	168.57	BLUE WIRE WITH ORANGE STRIPE~	9066443568	055.0002324	511673	

**LIGHT & POWER  
WARRANT REGISTER NO. 399  
OCTOBER 20, 2015**

**PRINTED CHECKS**

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
ROYAL WHOLESALE ELECTRIC	055.8000.590000	168.57	BLACK WIRE WITH ORANGE STRIPE~	9066443568	055.0002324	511673	
	055.8000.590000	168.57	RED WIRE WITH ORANGE STRIPE~	9066443568	055.0002324	511673	
	055.8000.590000	158.42	Sales Tax	9066443568		511673	1,918.61
SOUTHERN CALIF CLOCK EMPORIUM	055.110011	500.00	Refund on closed Acct# 799	092415		511674	500.00
SPIEGEL & MCDIARMID, LLP.	055.9000.593200	74.90	General Matter	210208327		511675	74.90
T-NTERPRISES, INC.	055.110011	541.48	Refund on closed Acct# 643	092415		511676	541.48
TULLY-WIHR COMPANY	055.110011	530.71	Refund on closed Acct# 1594	092415		511677	530.71
URBAN TEXTILES	055.110011	491.12	Refund on closed Acct# 537	092415		511678	491.12
V-BAR, LLC	055.9000.900000	3,140.00	Meteorological Data Collection	1509		511679	3,140.00
VIKING DEMOLITION	055.110011	710.27	Refund on closed Acct# 5857	092415		511680	710.27
WZI INC	055.8200.500230	2,132.50	Professional Services	11172		511681	710.27

**LIGHT & POWER**  
**WARRANT REGISTER NO. 399**  
**OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
						2,132.50
<b>TOTAL PRINTED CHECKS</b>						\$ 76,814.32

**LIGHT & POWER**  
**WARRANT REGISTER NO. 399**  
**OCTOBER 20, 2015**

**RECAP BY FUND**

FUND	WIRE TOTAL	EARLY CHECK TOTAL	PRINTED CHECK TOTAL	TOTAL
055 - LIGHT & POWER	\$ 498,450.70	\$ 23,551.24	\$ 76,814.32	\$ 598,816.26
<b>GRAND TOTAL</b>	<b>\$ 498,450.70</b>	<b>\$ 23,551.24</b>	<b>\$ 76,814.32</b>	<b>\$ 598,816.26</b>

**TOTAL CHECKS TO BE PRINTED 23**

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OCT 15 2015

CITY CLERK'S OFFICE



**RECEIVED**

OCT 14 2015

CITY ADMINISTRATION

**STAFF REPORT**  
FINANCE/TREASURY DEPARTMENT

---

**DATE:** October 14, 2015  
**TO:** Honorable Mayor and City Council  
**FROM:** William Fox, Finance Director *WF*  
**RE:** Gas Warrant Register for City Council Agenda of October 20, 2015

---

It is recommended that the attached Gas Warrant Register No. 187 be approved at the City Council meeting of October 20, 2015.

Gas Warrant Register No. 187 totals \$133,049.11, and covers claims and demands presented during the period of September 29 through October 12, 2015, drawn, or to be drawn, from East West Bank.

The following list details the components of Gas Warrant Register No. 187:

1. Ratification of wire transfers totaling **\$112,435.83**;
2. Ratification of the issuance of early checks totaling **\$19,429.42**; and
3. Authorization to issue pending checks totaling **\$1,183.86**.



**CITY OF VERNON  
GAS DEPARTMENT  
WARRANT REGISTER NO. 187  
OCTOBER 20, 2015**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

\_\_\_\_\_  
William Fox  
Finance Director

Date: \_\_\_\_\_

CITY OF VERNON  
 GAS DEPARTMENT  
 WARRANT REGISTER NO. 187  
 OCTOBER 20, 2015

WIRES		ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
THE GAS COMPANY		056.5600.550022	112,435.83	Transmission Charge	090815		09/30/2015	390	112,435.83
<b>TOTAL WIRES</b>									
									<b>\$ 112,435.83</b>

CITY OF VERNON  
 GAS DEPARTMENT  
 WARRANT REGISTER NO. 187  
 OCTOBER 20, 2015

**EARLY CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT	
R.W. LYALL & COMPANY, INC.	056.120010	1,099.12	Gas Supplies ~	113292	056.0000358		1330		
	056 120010	98.92	Sales Tax	113292		10/01/2015	1330	1,198.04	
A.M. ORTEGA CONSTRUCTION, INC.	056.5600 5900000	18,122.54	3 Year Stand-By Contract~	073015VRS	056.0000204	10/06/2015	1331		
SMARDAN SUPPLY CO.	056 120010	12.49	3/4 Black 90 Elbow~	S2707548001	056.0000364		1332		
	056.120010	87.36	2" Black 90 Elbow~	S2707548001	056.0000364		1332		
	056 120010	8.99	Sales Tax	S2707548001		10/06/2015	1332	108.84	
<b>TOTAL EARLY CHECKS</b>								<b>\$</b>	<b>19,429.42</b>

**CITY OF VERNON**  
**GAS DEPARTMENT**  
**WARRANT REGISTER NO. 187**  
**OCTOBER 20, 2015**

**PRINTED CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT	
P&F DISTRIBUTORS	056.120010	390.00	Pipe Gas, 2" x 20~	99272IN	056 0000365	1333		
	056.120010	375.00	Pipe Gas Coil, 2" x 250~	99272IN	056 0000365	1333		
	056.120010	350.00	Freight	99272IN	056 0000365	1333		
	056.120010	68.86	Sales Tax	99272IN		1333	1,183.86	
<b>TOTAL PRINTED CHECKS</b>							<b>\$</b>	<b>1,183.86</b>

CITY OF VERNON  
 GAS DEPARTMENT  
 WARRANT REGISTER NO. 187  
 OCTOBER 20, 2015

RECAP BY FUND

FUND	WIRE TOTAL	EARLY CHECK TOTAL	PRINTED CHECK TOTAL	TOTAL
056 - NATURAL GAS	\$ 112,435.83	\$ 19,429.42	\$ 1,183.86	\$ 133,049.11
<b>GRAND TOTAL</b>	<b>\$ 112,435.83</b>	<b>\$ 19,429.42</b>	<b>\$ 1,183.86</b>	<b>\$ 133,049.11</b>

TOTAL CHECKS TO BE PRINTED 1

**RECEIVED**

OCT 13 2015

CITY CLERK'S OFFICE




## STAFF REPORT CITY ADMINISTRATION

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Mark C. Whitworth, City Administrator   
Originator: Lilia Hernandez, Executive Assistant to the City Administrator

**RE:** Council Conference Attendance Report

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### Recommendation

- A. Receive and file this Council Conference Attendance Report to the League of California Cities Annual Conference and Expo.

### Background

Members of legislative bodies are required to provide brief reports on meetings attended at the expense of the agency after the completion of the meeting.

Mayor McCormick, Council Member Martinez and Council Member Ybarra attended the League of California Cities Annual Conference and Expo, in San Jose, CA from September 30 – October 2, 2015. The seminar program included:

#### Wednesday, September 30, 2015

Opening General Session

#### Thursday, October 1, 2015

General Session  
Luncheon  
Concurrent Sessions  
General Resolutions Committee  
Networking Receptions

#### Friday, October 2, 2015

Concurrent Sessions  
Closing Luncheon

**Fiscal Impact**

Sufficient funds for attending this conference are available in the 2015/2016 City Council budget.

**Attachment(s)**

None

**RECEIVED**  
OCT 14 2015  
CITY CLERK'S OFFICE



**RECEIVED**  
OCT 14 2015  
CITY ADMINISTRATION

**FIRE DEPARTMENT**  
Michael A. Wilson, Fire Chief  
4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811 Fax (323) 826-1407

October 14, 2015

Honorable Mayor and City Council  
City of Vernon

Honorable Members:

Attached is a copy of the Vernon Fire Department Activity Report which covers the period of September 16, 2015 through September 30, 2015.

Respectfully Submitted,

Michael A. Wilson  
Fire Chief

MAW:ar

: Fireletnow

**VERNON FIRE DEPARTMENT  
COMPANY ACTIVITIES  
September 16, 2015 to September 30, 2015**

	This Period Last Year	Last Year To Date	This Period	This Year To Date
<b>ACTIVITY TYPE</b>				
<b><u>FIRE PREVENTION:</u></b>				
Regular Inspections (#):	19	974	54	1192
Re-Inspections (#):	11	179	27	280
Spec. Haz. Inspections (#):	1	32	0	25
Total Inspections:	31	1185	81	1497
Total Man Hours:	48	1448	98	2062
 <b><u>TRAINING (HOURS):</u></b>				
Firefighting	86	1559	79	1802
Hazardous Materials	42	575	15	570
Safety	139	2119	119	2428
Apparatus Operations	138	2144	125	2293
Equipment Operations	140	2131	127	2369
CPR	2	61	0	27
First Aid	30	523	14	397
Total Hours:	577	9112	479	9886
 <b><u>PRE-INCIDENT (HOURS):</u></b>				
Planning	75	1345	91	1607
District Familiarization	88	1454	87	1470
Total Hours:	163	2799	178	3077
 <b><u>PERIODIC TEST (HOURS):</u></b>				
Hose Testing	0	8	0	26
Pump Testing	0	3	0	10
Total Hours:	0	11	0	36

PUBLIC SERVICE PROGRAMS (HOURS)

School Programs	3	18	3	36
Fire Brigades	0	6	0	18
Emergency Preparedness	21	191	12	216
Total Hours:	24	215	15	270

ROUTINE MAINTENANCE (HOURS):

Station	124	2085	127	2253
Apparatus	127	2170	125	2276
Equipment	130	2166	124	2354
Total Hours:	381	6421	376	6883
<b>Grand Total Hours:</b>	<b>1193</b>	<b>20006</b>	<b>1146</b>	<b>22214</b>

:Fireactivity



# VERNON FIRE DEPARTMENT

## Type of Incident Report

Total Incidents: 2015 = 65

September 16, 2015 - September 30, 2015

10/14/2015

INCIDENT TYPE	
E ABDOMINAL PAIN-D***	1
E Auto vs Ped	1
E BACK PAIN-D***	1
E CHEST PAIN-D***	1
E Diabetic-C	1
E DIFFICULTY BREATHING-D***	1
E ELECTROCUTION-D***	1
E FALL VICTIM-D***	3
E HEADACHE-C***	1
E HEMORRHAGE/CUT-D***	1
E PSYCH/BEHAVE/SUI ATT-D***	2
E SICK PERSON-D***	5
E STROKE LESS THAN 2 HRS-C***	1
E TRAFFIC COLLISION-D***	6
E UNC PER/FAINTING (NEAR)-D***	2
E Unknown Problem-B	1
E UNKNOWN PROBLEM-D***	4
F Electrical Short	1
F Fire Alarm No Reset	7
F Fire Alarm With Reset	1
F Gas Spill	1
F Grass Fire	1
F Hazmat - Small	1
F Investigation	2
F Odor Investigation	1
F Vehicle Fire	2
F Vehicle Overturned	1
F Water Flow Alarm No Reset	11
F Water Flow Alarm With Reset	2
U USAR-B	1

<b>Incident Type</b>	<b>Incident Date</b>	<b>PREVENTION FOLLOW-UP?</b>	<b>Shift</b>
611 Dispatched & canceled en route	09/16/2015 08:17:26	No	
322 Motor vehicle accident with injuries	09/16/2015 17:54:05	No	
900 Special type of incident, other	09/16/2015 22:13:41	No	
700 False alarm or false call, other	09/17/2015 04:32:37	No	
311 Medical assist, assist EMS crew	09/17/2015 05:52:03	No	
322 Motor vehicle accident with injuries	09/17/2015 06:05:27	No	
730 System malfunction, other	09/17/2015 08:20:53	No	
251 Excessive heat, scorch burns with no ignition	09/17/2015 12:10:47	No	
143 Grass fire	09/17/2015 14:09:33	No	
671 Hazmat release investigation w/ no hazmat	09/17/2015 15:13:04	No	
741 Sprinkler activation, no fire - unintentional	09/17/2015 18:22:33	No	
445 Arcing, shorted electrical equipment	09/18/2015 03:56:13	No	
322 Motor vehicle accident with injuries	09/18/2015 08:20:17	No	
735 Alarm system sounded due to malfunction	09/18/2015 10:57:23	No	
611 Dispatched & canceled en route	09/18/2015 14:24:30	No	
321 EMS call, excluding vehicle accident with inju	09/18/2015 17:44:09	No	
321 EMS call, excluding vehicle accident with inju	09/18/2015 19:21:53	No	
735 Alarm system sounded due to malfunction	09/20/2015 08:06:11	No	
741 Sprinkler activation, no fire - unintentional	09/20/2015 13:39:37	No	
321 EMS call, excluding vehicle accident with inju	09/21/2015 05:59:13	No	
700 False alarm or false call, other	09/21/2015 08:23:28	No	
311 Medical assist, assist EMS crew	09/21/2015 12:32:05	No	
700 False alarm or false call, other	09/21/2015 12:33:32	No	
311 Medical assist, assist EMS crew	09/21/2015 13:26:54	No	
700 False alarm or false call, other	09/21/2015 13:39:16	No	
321 EMS call, excluding vehicle accident with inju	09/22/2015 06:24:53	No	
311 Medical assist, assist EMS crew	09/22/2015 08:21:31	No	
321 EMS call, excluding vehicle accident with inju	09/22/2015 09:24:02	No	
311 Medical assist, assist EMS crew	09/23/2015 03:11:01	No	
611 Dispatched & canceled en route	09/23/2015 09:17:15	No	
311 Medical assist, assist EMS crew	09/23/2015 10:26:02	No	
600 Good intent call, other	09/23/2015 11:36:18	No	
311 Medical assist, assist EMS crew	09/23/2015 14:05:51	No	
311 Medical assist, assist EMS crew	09/23/2015 19:19:59	No	
311 Medical assist, assist EMS crew	09/23/2015 21:02:15	No	
671 Hazmat release investigation w/ no hazmat	09/23/2015 21:13:37	No	
423 Refrigeration leak	09/24/2015 10:31:20	No	
700 False alarm or false call, other	09/24/2015 11:41:34	No	
251 Excessive heat, scorch burns with no ignition	09/24/2015 13:13:07	No	
741 Sprinkler activation, no fire - unintentional	09/24/2015 19:34:04	No	
700 False alarm or false call, other	09/24/2015 21:19:01	No	
322 Motor vehicle accident with injuries	09/25/2015 08:45:10	No	
700 False alarm or false call, other	09/25/2015 09:01:02	No	
321 EMS call, excluding vehicle accident with inju	09/25/2015 12:16:46	No	

611 Dispatched & canceled en route	09/25/2015 13:47:33	No
321 EMS call, excluding vehicle accident with inju	09/25/2015 13:49:56	No
411 Gasoline or other flammable liquid spill	09/25/2015 16:20:55	No
700 False alarm or false call, other	09/26/2015 07:16:48	No
700 False alarm or false call, other	09/26/2015 16:19:27	No
700 False alarm or false call, other	09/27/2015 10:42:27	No
700 False alarm or false call, other	09/27/2015 11:11:56	No
321 EMS call, excluding vehicle accident with inju	09/27/2015 23:07:43	No
311 Medical assist, assist EMS crew	09/28/2015 08:31:19	No
311 Medical assist, assist EMS crew	09/28/2015 09:45:42	No
700 False alarm or false call, other	09/28/2015 15:06:11	No
622 No incident found on arrival at dispatch addr	09/28/2015 16:03:40	No
324 Motor vehicle accident with no injuries	09/28/2015 17:23:49	No
611 Dispatched & canceled en route	09/28/2015 22:38:22	No
311 Medical assist, assist EMS crew	09/29/2015 12:57:27	No
700 False alarm or false call, other	09/29/2015 13:56:41	No
611 Dispatched & canceled en route	09/29/2015 13:59:19	No
311 Medical assist, assist EMS crew	09/29/2015 15:26:59	No
321 EMS call, excluding vehicle accident with inju	09/30/2015 09:50:14	No
745 Alarm system activation, no fire, unintentional	09/30/2015 13:39:59	No
321 EMS call, excluding vehicle accident with inju	09/30/2015 23:49:25	No



# VERNON FIRE DEPARTMENT

## Type of Incident Report

Total Incidents: 2014 = 55

September 16, 2014 - September 30, 2014

10/14/2015

INCIDENT TYPE	
E ASSAULT VICTIM-D***	2
E Auto vs Ped	1
E CHEST PAIN-D***	2
E FALL VICTIM-D***	1
E SICK PERSON-D***	6
E TC BIKE/MOTORCYCLE-D***	1
E TC with Trapped People	1
E TRAFFIC COLLISION-D***	12
E TRAUMATIC INJURIES-D***	3
E UNC PER/FAINTING (NEAR)-D***	2
E UNKNOWN PROBLEM-D***	1
F Apartment Fire	1
F Auto vs Structure	1
F Commercial Fire	1
F Fire Alarm No Reset	5
F Hazmat - Small	1
F Investigation	4
F Natural Gas Leak - Inside	1
F Natural Gas Leak - Outside	1
F Residential Fire	1
F Vehicle Fire	1
F Water Flow Alarm No Reset	3
F Wires Down	2
S Moveup	1



# VERNON FIRE DEPARTMENT

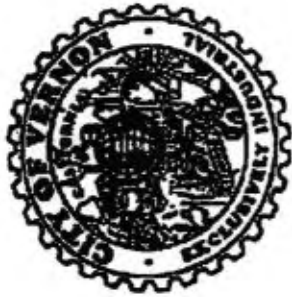
## Type of Incident Report

Total Incidents: 2015 = 1,048

January 1, 2015 - September 30, 2015

10/14/2015

INCIDENT TYPE	INCIDENT TYPE	INCIDENT TYPE	INCIDENT TYPE	
Area E Hazmat	E Sick Person-A	1	F Hazmat - Small	3
E ABDOMINAL PAIN-D***	E Sick Person-C	2	F Illegal Burning	1
E ASSAULT VICTIM/SEXUAL-D***	E SICK PERSON-D***	63	F Illegal Dumping	1
E ASSAULT VICTIM-D***	E Stroke less than 2 hrs-B	1	F Investigation	30
E Auto vs Ped	E STROKE LESS THAN 2 HRS-C***	3	F Natural Gas Leak - Inside	4
E Back Pain-A	E STROKE-C***	1	F Natural Gas Leak - Outside	2
E BACK PAIN-D***	E TC BIKE/MOTORCYCLE-D***	9	F Odor Investigation	4
E CHEST PAIN-D***	E TC EJECTION-D***	1	F People Stuck in Elevator	1
E Diabetic-C	E TC OVERTURNED-D***	3	F Residential Fire	6
E DIABETIC-D***	E TC with Trapped People	3	F Rubbish Fire	4
E DIFF BREATHING/ASTHMA-D***	E TRAFFIC COLLISION-D***	161	F Sheared Hydrant	2
E DIFFICULTY BREATHING-D***	E Traumatic Injuries-A	1	F Smoke	4
E DOA/COLD/STIFF-D**	E Traumatic Injuries-B	1	F Strike Team	2
E DOA/NON RECENT-D***	E TRAUMATIC INJURIES-D***	35	F Structure Fire	11
E ELECTROCUTION-D***	E UNC PER/FAINTING (NEAR)-D***	30	F Tree Fire	1
E EYE INJURY/PROB-D***	E Unco Per/Fainting (Near)-A	1	F Vehicle Fire	12
E FALL VICTIM-D***	E Unknown Problem-B	1	F Vehicle Leaking Gas	1
E FALL/JUMPER-D***	E UNKNOWN PROBLEM-D***	54	F Vehicle Overturned	5
E Fall/Still on Ground-B	F Aircraft Crash	1	F Water Flow Alarm No Reset	132
E GUN SHOT WOUND-D***	F Apartment Fire	4	F Water Flow Alarm With Reset	49
E HAZMAT/CHEMICAL-D***	F Arching Wires	1	F Wires Down	1
E HAZMAT/UNKNOWN-D***	F Auto vs Structure	2	S Ladder Assist	1
E HEADACHE-C***	F Commercial Fire	15	S Moveup	21
E HEART ATTACK-D***	F Dumpster Fire	1	S Open Hydrant	2
E HEMORRHAGE/CUT-D***	F Electrical Short	4	S Public Assist	4
E INGESTION-D***	F Fire Alarm No Reset	96	S Special Request	1
E PSYCH/BEHAVE/SUI ATT-D***	F Fire Alarm With Reset	27	S Standby	1
E PSYCH/BHAV/SUI ATT VIO-D***	F Gas Spill	1	S Water Problem	13
E SEIZURE/EPILEPTIC/HIST-D***	F Grass Fire	7	U River Rescue	1
E SEIZURE-D***	F Haz Mat - Full	2	U USAR-B	1



# VERNON FIRE DEPARTMENT

## Type of Incident Report

Total Incidents: 2014 = 937

January 1, 2014 - September 30, 2014

10/14/2015

INCIDENT TYPE	INCIDENT TYPE	INCIDENT TYPE	INCIDENT TYPE
Area E Hazmat	E PSYCH/BEHAVE/SUI ATT-D***	7	F Fire Reported Out
E Abdominal Pain-A	E Seizure/Epileptic/History-A	1	F Gas Spill
E ABDOMINAL PAIN-D***	E Seizure-A	1	F Grass Fire
E ALLERGIC REACTION-D***	E SEIZURE-D***	12	F Haz Mat - Full
E ANIMAL BITE-D***	E Sick Person-A	1	F Hazmat - Small
E ASSAULT VICTIM/SEXUAL-D***	E SICK PERSON-D***	56	F Investigation
E ASSAULT VICTIM-D***	E STROKE-C***	1	F Natural Gas Leak - Inside
E Auto vs Ped	E TC AUTO VS PED-D***	2	F Natural Gas Leak - Outside
E Back Pain-A	E TC BIKE/MOTORCYCLE-D***	13	F Odor Investigation
E BACK PAIN-D***	E TC EJECTION-D***	1	F Residential Fire
E Cardiac Arrest/Death-E	E TC OVERTURNED-D***	2	F Rubbish Fire
E Chest Pain-C	E TC with Trapped People	4	F Sheared Hydrant
E CHEST PAIN-D***	E TRAFFIC COLLISION-D***	138	F Smoke
E DIABETIC-D***	E Traumatic Injuries-B	1	F Strike Team
E DIFF BREATHING/ASTHMA-D***	E TRAUMATIC INJURIES-D***	37	F Structure Fire
E DIFFICULTY BREATHING-D***	E Unc Per/Fainting (Near)-C	1	F Tree Fire
E FALL VICTIM-D***	E UNC PER/FAINTING (NEAR)-D***	24	F Truck/Rail Car Fire
E FALL/STILL ON GROUND-D***	E Unco Per/Fainting (Near)-A	1	F Vehicle Fire
E Gun Shot Wound-A	E UNKNOWN PROBLEM-D***	35	F Vehicle Leaking Gas
E GUN SHOT WOUND-D***	F Apartment Fire	3	F Vehicle Overturned
E HAZMAT/BIOLOGICAL-D***	F Arching Wires	1	F Water Flow Alarm No Reset
E HAZMAT/CHEMICAL-D***	F Auto vs Structure	6	F Water Flow Alarm With Reset
E HEADACHE-C***	F Auto vs Train	1	F Wires Down
E HEART ATTACK-D***	F Blown Transformer	2	S Ladder Assist
E HEAT EXPOSURE-D***	F Commercial Fire	28	S MONTEBELLO REQUEST
E Hemorrhage/Cut-B	F Dumpster Fire	2	S Moveup
E HEMORRHAGE/CUT-D***	F Electrical Short	2	S People Stuck In Elevator
E INGESTION-D***	F Explosion	1	S Public Assist
E MATERNITY-D***	F Fire Alarm No Reset	91	S Water Problem
E Psych/Behave/Sui Att-A	F Fire Alarm With Reset	23	U USAR-A

**INCIDENT TYPE**

U USAR-BELOW GROUND-D\*\*\*

1



**RECEIVED** Health and Environmental  
Control Department

OCT 13 2015

CITY CLERK'S OFFICE

# Memo

**RECEIVED**

OCT 07 2015

CITY ADMINISTRATION

To: Mark Whitworth, City Administrator

From: Leonard Grossberg, Director/Health Officer

Date: October 7, 2015

Re: Transmittal of Health & Environmental Control Department Monthly Report

I am forwarding the attached subject report for September 2015 for submission to the City Council. I am requesting that the report be placed on the normal City Council agenda.

Please let me know if you need additional information.

Attachment

# HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

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**September 2015**

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MONTHLY REPORT



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City of Vernon  
Leonard Grossberg, Director/Health Officer

HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

MONTHLY REPORT

September 2015

**HAZARDOUS MATERIALS CONTROL**

Activities during the month of September included oversight of closure/remediation work or planning for several sites including: 2939 Bandini Blvd., Pechiney (3200 Fruitland Ave.); Thermador (5119 District Boulevard), 1890 E. 25<sup>th</sup> Street, and Exide Technologies (2700 Indiana Street). Oversight activities, such as site assessment review, work plan approval, closure sale agreements, and environmental field observations, provide an expedited process that encourages prompt reuse or redevelopment of properties in Vernon.

• • • •

Senior Environmental Specialist Jerrick Torres finalized the Storm Water and CalARP permits for Whole Food's new facility on Pacific Blvd., and also reviewed five new storm water plans for accuracy (3200 Slauson; 2030 Ross Street; 2065 Ross Street; 3575 Ross Street; and 4700 Alcoa Ave).

• • • •

September was a very busy month for responding to emergency responses, as each field inspector responded to at least one call. Staff assisted with investigating illegally abandoned containers at Washington and Downey Road; ammonia releases at Van's and Coast Packing; and a fire at Right-Way-Meat. In all instances, we made sure the public and environment was protected and all problems were mitigated according to regulations.

• • • •

During the month of September, staff was active in attending numerous training opportunities, including Senator Lara's "Sustainability and Your Business" (Johnson), Underground Storage Tank Technical Advisory Group (Torres), Hazardous Waste Technical Advisory Group (Johnson), Pesticide Applicators training (LeDuff, Torres, Cheng), California Conference of Directors of Environmental Health CCDEH (Grossberg), as well as Ethics Training (LeDuff, Johnson). Training opportunities are crucial in maintaining our continuing education units up-to-date as well as providing staff the most up-to-date information.

**UNDERGROUND TANKS**

No underground tanks were removed during the month. Senior Environmental Specialists Lyndon Ong Yiu conducted two annual monitoring Underground Storage Tank tests at Dunn Edwards and Pacific Precision. Senior Environmental Specialists Linda Johnson reviewed plans for removal/repairs at three sites (ExxonMobil, Catalina Pacific, and Vernon Truck Wash).

### **FOOD PROGRAM**

Senior Environmental Specialist Lyndon Ong Yiu attended the "Food Technical Advisory Committee" meeting in September, completed three new processing facilities plan checks, and also participated in the Mobile Food Commissary Plan-Check Guideline Group.

• • • •

Environmental Specialist Erik Cheng participated in the Region IV Snack Bar/Stadium food permits discussion which is looking at standardizing permits/inspections for after school and park snack bars.

### **ENVIRONMENTAL PROTECTION**

Sixteen water samples were collected from different sampling locations around Vernon in September. The samples were taken from the three potable water supply systems in Vernon and were analyzed for potability. All of the samples that were analyzed met State standards for potability (no e-coli/total coliforms).

• • • •

Senior Environmental Specialist Linda Johnson attended the Solid Waste Regional Roundtable for Local Enforcement Agencies (LEA's) in Orange County along with Environmental Specialist Erik Cheng.

• • • •

Our office and staff hosted the bi-annual CUPA Inspection Audit with auditors from Cal-EPA, DTSC, Regional Water Control Board, and the State Fire Marshall's office. The audit reviews the elements of our CUPA Program including the Hazardous Materials, Hazardous Waste, Tier Permitting, California Accidental Release Program (CalARP), Underground Storage Tanks, Aboveground Storage Tanks, and Emergency Response. The auditors spent several days researching and inspecting 2 facilities in Vernon, and another 2 days reviewing our files and policies. Several deficiencies were noted, and a timetable for correcting those deficiencies was proposed. The first progress report will be due on December 16, 2015.



Chief Deputy Director David LeDuff and Senior Environmental Specialist Jerrick Torres conducted vector control surveillance along the L. A. River in an attempt to locate mosquito and gnat outbreaks.



Director Leonard Grossberg attended the annual California Conference of Directors of Environmental Health (CCDEH) at Bass Lake. The annual conference allows directors to learn and network from other directors within the State on program implementation and also refresh information on varying issues that impact local programs and enforcement. This year, the focus was on how public health and environmental health should be interfacing their programs with climate change, new legislation, drinking water wells and the State drought, IT management, Emergency Response, septic systems, well permitting, fracking, and the food performance measures study.



Senior Environmental Specialist Jerrick Torres preformed CalARP 5-year update reviews for Harvest Meats, Protein Inc., and Norman Fox & Co.



Our staff was busy verifying complaints during September, as we had several trash complaints, abandoned cats/kittens, injured birds, odors from a business on Gifford, and unlicensed dogs. Our office responds to complaints as quickly as possible in order to verify and keep the problems from getting bigger or spreading.



The Hazardous Materials Emergency Plan (HMEP) was completed and submitted to Cal-OES in September. The HMEP was completed using the services of an outside contractor who worked on the obtaining the grant funding, and laboring over 3 months in preparing the document for Health and Fire Department review. The grant from Cal-OES was for \$10,000.00 with matching Vernon funds totaling an additional \$4,707.00.



Finally, Director Leonard Grossberg coordinated with the City Attorney's office in a pending bankruptcy filing from one of our Solid Waste Haulers. With numerous negotiations between the courts, attorneys and the hauler, we were able to resolve the filing of bankruptcy and negotiate a settlement of the fees and penalties due to the City for calendar year 2015. In the end, the City will be made whole and collect all of the fees due in a timely manner.





When It comes to your loved ones' health,

# Don't Wait. Vaccinate.

**Flu vaccines at no charge**  
for people who don't have health insurance or whose  
healthcare provider does not offer flu vaccines.

DATE	TIME	LOCATION
10/21/15	9:00a – 12:00p	Pico Rivera Senior Center - 9200 Mines Ave., Pico Rivera
10/24/15	12:30p – 3:30p	Brakensiek Library - 9945 Flower St., Bellflower
10/25/15	8:00a – 12:00p	St. Mathias Church - 3095 E. Florence Ave., Huntington Park
10/27/15	9:00a – 11:00a	La Mirada Activity Center - 13810 La Mirada Blvd., La Mirada
10/28/15	9:00a – 12:00p	Norwalk Senior Citizens Center - 14040 San Antonio Dr., Norwalk
10/28/15	12:00p – 3:00p	Huntington Park Library - 6518 Miles Ave., Huntington Park
11/01/15	9:00a – 1:00p	St. Linus Church - 13915 Shoemaker Ave., Norwalk
11/03/15	1:00p – 3:00p	Weingart Senior Center - 5220 Oliva Ave., Lakewood
11/04/15	10:00a – 1:00p	East Los Angeles Library - 4837 E. 3rd St., Los Angeles
11/10/15	3:00p – 7:00p	Sorenson Library - 6934 Broadway, Whittier
11/12/15	1:00p – 3:30p	Centro Maravilla Service Center - 4716 East Cesar E. Chavez, Los Angeles
11/14/15	9:00a – 12:00p	Downey Civic Theatre - 8435 Firestone Blvd., Downey
11/15/15	8:30a – 12:00p	Holy Family Catholic Church - 18708 Clarkdale Ave., Artesia

Call your doctor before getting vaccinated if you have a severe egg allergy or are sick the day of the clinic.

Call your regular health care provider to learn what other shots you may need. If you don't have a regular doctor, call 2-1-1 for a list of no-cost or low-cost vaccine providers.



**Flu vaccines are for everyone six months and older, especially if you:**

- Are pregnant or just had a baby
- Are morbidly obese
- Are a healthcare worker
- Live in a nursing or other long-term care home
- Have a weakened immune system or chronic health problem
- Are a caregiver for kids, older adults, or sick people



**Clinic dates and times may change.**

**Please call**

**(562) 464-5350**

**to confirm before you go.**

CDCP-IP-0020-01 (08/19/15)



Cuando se trata de la salud de sus seres queridos,

# No espere. Vacune.

## Vacunas contra la gripe gratis

para personas que no tienen seguro médico o su proveedor de cuidado médico no ofrece vacunas contra la gripe.

FECHA	HORA	LUGAR
21 de Octubre 2015	9:00a – 12:00p	Pico Rivera Senior Center - 9200 Mines Ave., Pico Rivera
24 de Octubre 2015	12:30p – 3:30p	Brakensiek Library - 9945 Flower St., Bellflower
25 de Octubre 2015	8:00a – 12:00p	St. Mathias Church - 3095 E. Florence Ave., Huntington Park
27 de Octubre 2015	9:00a – 11:00a	La Mirada Activity Center - 13810 La Mirada Blvd., La Mirada
28 de Octubre 2015	9:00a – 12:00p	Norwalk Senior Citizens Center - 14040 San Antonio Dr., Norwalk
28 de Octubre 2015	12:00p – 3:00p	Huntington Park Library - 6518 Miles Ave., Huntington Park
1 de Noviembre 2015	9:00a – 1:00p	St. Linus Church - 13915 Shoemaker Ave., Norwalk
3 de Noviembre 2015	1:00p – 3:00p	Weingart Senior Center - 5220 Oliva Ave., Lakewood
4 de Noviembre 2015	10:00a – 1:00p	East Los Angeles Library - 4837 E. 3rd St., Los Angeles
10 de Noviembre 2015	3:00p – 7:00p	Sorenson Library - 6934 Broadway, Whittier
12 de Noviembre 2015	1:00p – 3:30p	Centro Maravilla Service Center - 4716 East Cesar E. Chavez, Los Angeles
14 de Noviembre 2015	9:00a – 12:00p	Downey Civic Theatre - 8435 Firestone Blvd., Downey
15 de Noviembre 2015	8:30a – 12:00p	Holy Family Catholic Church - 18708 Clarkdale Ave., Artesia

Llame a su doctor antes de vacunarse si usted tiene una alergia severa al huevo o se enferma el día de su cita.

Llame a su proveedor de cuidado médico para saber qué otras vacunas necesita. Si no tiene un médico, llame al 2-1-1 para obtener una lista de proveedores de vacunas gratis o de bajo costo.



Las vacunas contra la gripe son recomendadas para todos los de seis meses de edad y mayores, principalmente si usted:

- Está embarazada o si acaba de dar a luz
- Está severamente obeso
- Es un proveedor de cuidado médico
- Vive en un lugar para personas mayores o de cuidado a largo plazo
- Tiene un sistema inmunológico débil o una condición médica crónica
- Cuida a niños, personas mayores, o personas enfermas



Las fechas de la clínica y horarios puede que cambien.

**Por favor llame al**

**(562) 464-5350**

**para confirmar antes de ir.**

CDCP-IP-0020-02 (08/21/15)

**RECEIVED**

OCT 13 2015

CITY CLERK'S OFFICE



**RECEIVED**

OCT 06 2015

CITY ADMINISTRATION

**STAFF REPORT**  
**VERNON POLICE DEPARTMENT**

---

**DATE:** October 20, 2015  
**TO:** Honorable Mayor and Council Members  
**FROM:** Daniel Calleros, Chief of Police *DC*  
**RE:** Canine Retirement and Purchase/Transfer Agreement

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**Recommendation**

- A. Find that approval of the proposed agreement is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Authorize the execution of a police canine purchase/transfer agreement, in substantially the same form as submitted herewith, to be conveyed to Kent Stevenson; and
- C. Authorize the execution of a police canine purchase/transfer agreement, in substantially the same form as submitted herewith, to be conveyed to Donald Vanover; and
- D. Authorize the City Administrator to execute the agreements on behalf of the City, in substantially the same form as submitted herewith.

**Background**

The Police Department Canine Program has been in place for well over eight years. Both canine service dogs, "Rico" and "Roy" have served the residents and businesses of Vernon for the past eight years. Canines Rico and Roy are over ten years of age and have reached the end of their service deployment age.

In general, police canines are retired after about seven or eight years of service. Police canines are heavily trained and go through extensive physical activities during their service life. Over the past months, both canine handlers have noted decreased performance by both canines. Given the number of years of service, staff is recommending the retirement of both canines and to enter into an agreement with Kent Stevenson and Donald Vanover to provide good homes and continued care as Rico and Roy live out their retirement years.

With the retirement of both canines, the police department does not currently have another police service dog. There is plans to bring another police service dog on board by early January 2016, after a selection process is conducted for a new canine handler.

**Fiscal Impact**

The replacement canine and related officer training courses and/or canine equipment will be covered with the use of the Police Department asset forfeiture fund.

**Attachment(s)**

1. Police canine transfer agreements

**CITY OF VERNON POLICE DEPARTMENT  
POLICE CANINE PURCHASE/TRANSFER AGREEMENT**

This Agreement, made and entered into in the City of Vernon, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Vernon, a California charter City and California municipal corporation, hereinafter referred to as "CITY", and Vernon Police Officer Kent Stevenson, hereinafter referred to as "HANDLER" (CITY and HANDLER are hereinafter collectively referred to as the "PARTIES").

**RECITALS**

This Agreement is made with regard to the following recitals:

A. HANDLER wishes to assume ownership and take possession of that certain City of Vernon police canine named Roy, hereafter referred to as "CANINE", effective as of \_\_\_\_\_, 2015, HANDLER is currently the assigned K-9 handler for CANINE.

B. CANINE is approximately 10 years old and the Vernon Police Department has determined that CANINE is no longer serviceable. CITY intends to retire CANINE from service with the Vernon Police Department on \_\_\_\_\_, 2015.

C. HANDLER wishes to assume and maintain ownership of the CANINE, and the CITY wishes to divest itself of both ownership and vicarious or direct liability for the CANINE.

D. CITY does hereby agree to relinquish all of its right, title and ownership interest in the CANINE whatsoever, effective upon HANDLER's execution and return of this signed Agreement and payment of the sum of one and no/100ths dollars (\$1.00) to CITY.

NOW, THEREFORE, in consideration of this Agreement, the PARTIES hereto agree as follows:

1. HANDLER agrees to assume ownership of the retired Vernon police canine named Roy, and to assume any and all risks, including, but not limited to, risk of injury or death to third persons, and to hold CITY, its elected and appointed officials, its police department, and its employees and/or agents or volunteers harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the date ownership of the CANINE is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the PARTIES hereto as being \_\_\_\_\_, 2015, hereinafter the "DATE OF TRANSFER OF OWNERSHIP".

2. HANDLER further agrees to assume all liability for risks and dangers relating to his ownership of the CANINE on and after the DATE OF TRANSFER OF OWNERSHIP, and to indemnify and hold CITY, its elected and appointed officials, its police department, and its employees and/or agents or volunteers harmless in the event that any legal or administrative

action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the CANINE on or after the DATE OF TRANSFER OF OWNERSHIP. The aforementioned hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after the DATE OF TRANSFER OF OWNERSHIP.

3. HANDLER agrees that he will assume all responsibility for the care, feeding, handling, training, keeping and all other responsibilities associated with CANINE after the effective date of this agreement, and that the CITY shall have no further responsibility of any type whatsoever associated with CANINE after the date of this agreement.

4. HANDLER warrants and represents to the CITY that he has suitable accommodations at his residence for the care and keeping of CANINE and will take reasonable steps to assure that he will continue to have suitable accommodations at his residence for the care and keeping of CANINE in the future.

5. This Agreement shall be governed by the laws of the State of California and venue for any action brought hereunder shall be with the Los Angeles County Superior Court.

6. In the event of any dispute between the PARTIES arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

7. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

8. HANDLER acknowledges that he has read the foregoing Agreement and understands that it is contractual in nature and understands each of its provisions and further agrees to be bound thereby.

9. This Agreement represents the entire and integrated agreement between CITY and HANDLER and supersedes all prior negotiations, representations, or agreement, either oral or written. This Agreement may be amended only by written instrument signed by CITY and HANDLER.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed

in Vernon, Los Angeles County, California, on the date first stated above.

“CITY”  
CITY OF VERNON, a California charter City  
and California municipal corporation

“HANDLER”

By: \_\_\_\_\_  
Mark Whitworth, City Administrator

By: \_\_\_\_\_  
Kent Stevenson

ATTEST:

\_\_\_\_\_  
Maria E. Ayala, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah Moussa-Milward,  
Deputy City Attorney

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“CITY”  
CITY OF VERNON, a California charter City  
and California municipal corporation

“HANDLER”

By: \_\_\_\_\_  
Mark Whitworth, City Administrator

By: \_\_\_\_\_  
Donald Vanover

ATTEST:

\_\_\_\_\_  
Maria E. Ayala, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah Moussa-Milward,  
Deputy City Attorney



**RECEIVED**  
OCT 01 2015  
CITY ADMINISTRATION

**RECEIVED**

OCT 08 2015

CITY CLERK'S OFFICE

**POLICE DEPARTMENT**  
Daniel Calleros, Chief of Police  
4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 587-5171 Fax (323) 826-1481

October 1, 2015

**Honorable City Council**  
City of Vernon  
Vernon, California

**Honorable Members:**

Attached are copies of the Vernon Police Department Activity Log and Statistical Summary of Arrest and Activities which cover the period from 12:01 a.m., September 16, 2015 up to and including midnight of September 30, 2015.

Respectfully submitted,

**VERNON POLICE DEPARTMENT**

**DANIEL CALLEROS**  
**CHIEF OF POLICE**

DC/ar

*Exclusively Industrial*

# VERNON POLICE DEPARTMENT

## Department Activity Report

First Date: 09/16/2015

Jurisdiction: VERNON

Last Date: 09/30/2015

Department	Complaint Type	Description	All Units	Primary Unit
VPD	10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH, EQUIP	135	120
	10-96M	10-96 MARY (MAIL DETAIL)	6	4
	20002	NON-INJURY HIT AND RUN	11	4
	20002R	NON-INJURY HIT AND RUN REPORT	15	10
	207	KIDNAPPING	7	1
	211S	SILENT ROBBERY ALARM	7	2
	273.5	DOMESTIC VIOLENCE	3	1
	314	INDECENT EXPOSURE	3	1
	314R	INDECENT EXPOSURE REPORT	5	1
	415	DISTURBING THE PEACE	16	5
	417	BRANDISHING A WEAPON	13	2
	459A	AUDIBLE BURGLARY ALARM	121	63
	459R	BURGLARY REPORT	2	1
	459S	SILENT BURGLARY ALARM	7	3
	459VR	BURGLARY TO A VEHICLE REPORT	1	1
	476R	FRAUD REPORT	2	1
	484R	PETTY THEFT REPORT	8	5
	487R	GRAND THEFT REPORT	3	2
	586	PARKING PROBLEM	14	12
	594	VANDALISM	13	4
	594R	VANDALISM REPORT	9	6
	602	TRESPASS	5	2
	901	UNKNOWN INJURY TRAFFIC COLLISION	4	1
	901T	INJURY TRAFFIC COLLISION	8	2
	902T	NON-INJURY TRAFFIC COLLISION	49	28
	902TR	NON-INJURY TRAFFIC COLLISION REPORT	2	2
	909E	TRAFFIC ENFORCEMENT	1	1
	911	911 MISUSE / HANGUP	16	8
	911A	CONTACT THE REPORTING PARTY	11	8
	920PR	LOST PROPERTY REPORT	7	3
	925	SUSPICIOUS CIRCUMSTANCES	40	14
	ASTVFD	ASSIST VERNON FIRE DEPARTMENT	48	25
	BOSIG	BROKEN SIGNAL OR LIGHT	5	1
	BOVEH	BROKEN DOWN VEHICLE	20	13
	CITCK	CITATION CHECK	5	5
	CIVIL	CIVIL MATTER	2	1
	CODE5	SURVEILLANCE/STAKE-OUT	12	4
	COP	COP DETAIL	2	1
	COURTESY RI	COURTESY REPORT	1	1
	DET	DETECTIVE INVESTIGATION	7	5
	DETAIL	DETAIL	1	1
	DUI	DRIVING UNDER THE INFLUENCE	2	1
	DUST	DUST FOR PRINTS	1	1
	FILING	OFFICER IS 10-6 REPORT WRITING	38	38
	FU	FOLLOW UP	14	11
	GTAR	GRAND THEFT AUTO REPORT	8	5
	HBC	HAILED BY A CITIZEN	3	3
	ILLDPG RPT	ILLEGAL DUMPING REPORT	1	1

# VERNON POLICE DEPARTMENT

## Department Activity Report

First Date: 09/16/2015

Jurisdiction: VERNON

Last Date: 09/30/2015

Department	Complaint Type Description	All Units	Primary Unit
VPD	KTP KEEP THE PEACE	6	2
	LOCATE LOCATED VERNON STOLEN VEHICLE	2	2
	MISPR MISSING PERSON REPORT	1	1
	MUTUAL AID MUTUAL AID	2	1
	PANIC ALARM PANIC ALARM/DURESS ALARM	4	2
	PAPD PUBLIC ASSIST-POLICE	5	3
	PATCK PATROL CHECK	156	126
	PEDCK PEDESTRIAN CHECK	75	46
	PRSTRAN PRISONER TRANSPORTED	10	8
	REC RECOVERED STOLEN VEHICLE	13	5
	RECKLESS DF RECKLESS DRIVING (23103)	3	1
	REPO REPOSSESSION	1	1
	ROADRAGE ROAD RAGE	2	1
	RR RAIL ROAD PROBLEM	3	1
	SHOTS SHOTS	4	1
	SPEED SPEED CONTEST OR SPEEDING (23109)	2	2
	SPEEDTRAILER TO BE USED WHEN THE TRAILERS ARE DEPLOYE	1	1
	TRAFFIC STOI TRAFFIC STOP	363	254
	VCK VEHICLE CHECK	83	62
	VEH RELEASE VEHICLE RELEASE	18	16
	VIDEOCHECK VIDEO EQUIPMENT CHECK (10-96 V)	1	1
	WARRANT WARRANT ARREST	4	2
	WELCK WELFARE CHECK	10	4
<b>Department:</b>		<b>1483</b>	<b>978</b>
<b>Overall:</b>		<b>1483</b>	<b>978</b>

# VERNON POLICE DEPARTMENT

## Police Activity Report

Period Ending: 09/30/15

### TRAFFIC COLLISIONS

	<u>NO.</u>
<b>TOTAL</b>	<b>15</b>
NON-INJURY	11
INJURY	4
Pedestrian	
Fatalities	
City Property Damage	2
Hit & Run (Misdemeanor)	6
Hit & Run (Felony)	
Persons Injured	5

### PROPERTY RECOVERED

VEHICLES: \$1,000

### VEHICLES STORED

Unlicensed Driver	27
Abandoned/Stored Vehicle	12
Traffic Hazard	4

### PROPERTY RECOVERED FOR

### OTHER DEPARTMENTS

VEHICLES: \$14,900

### CITATIONS

Citations Iss (Prisoner Release)	17
Citations Iss (Moving)	157
Citations Iss (Parking)	31
Citations Iss (Total)	188
Hazardous	56
Non-Hazardous	101
Other Violations	

### CASES CLEARED BY ARREST

AR15-245	CR15-1592	11377(A) HS
AR15-246	CR15-1596	20002(A) VC
AR15-247	CR15-1601	11377(A) HS
AR15-248	CR15-1607	11364 HS
AR15-249	CR15-1608	11364 HS
AR15-250	CR15-1609	11364 HS
AR15-251	CR15-1610	20710 PC
AR15-252	CR15-1662	20170(A) PC
AR15-253	CR15-1664	245(A) (1) PC
AR15-255	CR15-1675	10851(A) VC
AR15-256	CR15-1676	314.1 PC
AR15-257	CR15-1678	3000.08(C) PC

**VERNON POLICE DEPARTMENT  
REPORT FOR PERSONS ARRESTED**

PERIOD ENDING 09/30/15

<b>ADULT FELONY ARRESTS AND DISPOSITIONS</b>			
	MALE	FEMALE	TOTAL
ASSAULT WITH A DEADLY WEAPON			
BURGLARY			
CARRY CONCEALED WEAPON			
EMBEZZLEMENT			
GRAND THEFT			
MURDER			
POSS. CONTROLLED SUBSTANCE			
POSS. STOLEN PROPERTY			
RESISTING ARREST			
GRAND THEFT AUTO	1		1
WARRANT (FOREIGN)			
WARRANT (BENCH)			
<b>TOTAL FELONY ARRESTS</b>	<b>1</b>	<b>0</b>	<b>1</b>

<b>ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS</b>			
	MALE	FEMALE	TOTAL
ASSAULT WITH A DEADLY WEAPON	1		1
CRIMINAL THREATS			
EXPOSE OR DISPLAY IMITATION FIRE	1		1
INDECENT EXPOSURE	1		1
NON-INJ HIT & RUN TRAFFIC ACCIDENT	1		1
POSS. CONTROLLED SUBSTANCE	5		5
POSS. SHOBIZUE KNIFE	1		1
RESTRAINING ORDER VIOLATION			
VIOLATION OF PAROLE	1		1
WARRANTS (BENCH/TRFC)	2		2
WARRANTS (FOREIGN)			
<b>TOTAL MISD. ARRESTS</b>	<b>13</b>	<b>0</b>	<b>13</b>

<b>JUVENILES DETAINED --- FELONY AND MISDEMEANOR</b>			
	MALE	FEMALE	TOTAL
BURGLARY			
PETTY THEFT			
VANDALISM			
VEHICLE THEFT			
WARRANTS (BENCH)			
<b>TOTAL JUVENILES DET.</b>	<b>0</b>	<b>0</b>	<b>0</b>

TOTAL FELONY ARRESTS (ADULT) TO DATE:	76
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	177
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	5
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	258





# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/17/2015

Last Date: 09/17/2015

Jurisdiction: VERNON

Call Number  
Disp Ten Received  
Code Complaint

Caller  
Address

		Dep Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20150917323	1015 RPT	09/17/2015 04:02:09 PATCK	6121 MALBURG WY, VERNON							
		VPD HERNANDEZ,EDV	*1L11			04:02:09	OCA Number CR20151592	RMS Juris CA0197300		05:14:51
		VPD VASQUEZ,LUIS	1L12			04:04:06			05:02:28	
		VPD SWINFORD,PHIL	1L8	04:02:12	04:03:21				04:04:10	
20150917328	RPT	09/17/2015 06:05:28 901T	S SOTO // LEONIS BL, VERNON							
		VPD SWINFORD,PHIL	*1L8	06:07:07	06:07:08	06:08:15	OCA Number CR20151593	RMS Juris CA0197300		06:57:45
		VPD HERNANDEZ,EDV	1L11		06:07:17	06:09:38			06:56:29	
		VPD VASQUEZ,LUIS	1L12		06:08:40	06:09:13			06:57:13	
20150917335	RPT	09/17/2015 07:53:48 902T	S DISTRICT BL // ATLANTIC BL, VERNON							
		VPD VELASQUEZ,RICH	*2L5		07:55:50	08:07:09	OCA Number CR20151594	RMS Juris CA0197300	08:28:53	
		VPD LUCAS,JASON	2L7		07:56:00	07:58:56				08:30:49
20150917348	RPT	09/17/2015 10:41:18 20002R	4433 EXCHANGE AV, VERNON							
		VPD VELASQUEZ,RICH	*2L5	10:43:05	10:43:06	10:44:06	OCA Number CR20151595	RMS Juris CA0197300		11:38:29
20150917350	VREC RPT	09/17/2015 11:10:00 LOCATE	HUNTINGTON PARK 6209 CEDAR, HUNTINGTON PARK							
20150917359	RPT VI 1015	09/17/2015 13:17:13 20002	5080 S ALAMEDA, VERNON							
		VPD HERNANDEZ,MIG	*2L6	13:18:58	13:21:55	13:21:56	OCA Number CR20151596	RMS Juris CA0197300	13:47:55	15:14:41

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/17/2015

Last Date: 09/17/2015

Jurisdiction: VERNON

Call Number Disp Ten Received Caller  
Code Complaint Address

		Dep Officer		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20150917359	RPT	09/17/2015	13:17:13	5080 S ALAMEDA, VERNON							
	VI	20002									
	1015										
		VPD	DOCHERTY, MICH	2L4	13:20:40	13:27:06					
		VPD	ESTRADA, IGNACI	2S2	13:21:53	14:24:05					
		VPD	ONOPA, DANIEL	5D34	13:21:18	14:47:07					
		VPD	ENCINAS, ANTHO	5D35	13:41:41	13:48:05					
20150917362	RPT	09/17/2015	13:46:04	CULVER CITY MEAT							
		GTAR		3450 E VERNON AV, VERNON							
		VPD	LUCAS, JASON	*2L7	13:46:54	14:00:07					
		VPD	VELASQUEZ, RICH	2L5	14:09:55	14:13:27					
20150917404	DA	09/17/2015	23:08:47	E 27TH // SANTA FE AV, VERNON							
	SRVD	TRAFFIC STOP									
	RPT										
		VPD	OURIQUE, CARLO	*1L12		23:08:47					

\* Denotes Primary Unit







# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/20/2015

Last Date: 09/20/2015

Jurisdiction: VERNON

Call Number Disp Ten Received Code Complaint

Dep Officer Address

Unit Time

Remove

Arrive

OnScene

Depart

Department

Enroute

Dispatch

Unit

Dep Officer

Address

Unit

Code Complaint

Dep Officer

Address

20150917576 VREC 09/20/2015 00:23:25 REC SOTO//BOYLE, VERNON

1015 RPT VPD LANDA,RAFAEL \*1L12 00:23:25 01:25:19 02:54:06  
 VPD OURIQUE,CARLO 1L11 00:26:23 01:25:19  
 VPD REYNA,JOSE S 1L8 00:23:58 02:37:34  
 VPD SANTOS,DANIEL 1S1 00:24:18 02:37:36

20150917600 CITE 09/20/2015 13:14:56 VCK S SANTA FE AV // PACIFIC BL, VERNON

VI RPT VPD CERDA,PAUL,JR \*2L11 13:14:56 13:52:48  
 VPD NEWTON,TODD 2L8 13:24:40 13:59:45

20150917613 RPT 09/20/2015 16:13:08 594 T-MOBILE (877) 653-7911

VPD NEWTON,TODD \*2L8 16:17:32 16:18:18 17:10:06  
 VPD CERDA,PAUL,JR 2L11 16:18:35 16:23:41 17:06:05  
 VPD VILLEGAS,RICHA 2L12 16:18:28 16:23:40 17:10:06  
 VPD ESTRADA,IGNACI 2S2 16:24:59 16:28:34

20150917626 CITE 09/20/2015 19:38:01 TRAFFIC STOP FRUITLAND AV // BOYLE AV, VERNON

VI ADV VPD HERRERA,GUSTAF \*1L11 19:38:01 20:19:39  
 VPD REYNA,JOSE S 1L8 19:39:52 19:44:25 20:19:40  
 VPD SANTOS,DANIEL 1S1 20:03:55 20:19:40

20150917633 RPT 09/20/2015 19:38:01 TRAFFIC STOP FRUITLAND AV // BOYLE AV, VERNON

VI ADV VPD HERRERA,GUSTAF \*1L11 19:38:01 20:19:39  
 VPD REYNA,JOSE S 1L8 19:39:52 19:44:25 20:19:40  
 VPD SANTOS,DANIEL 1S1 20:03:55 20:19:40



# VERNON POLICE DEPARTMENT

## Call Log Report Type Unit Times

First Date: 09/21/2015

Last Date: 09/21/2015

Jurisdiction: VERNON

Call Number	Disp	Received	Complaint	Department	Officer	Unit	Unit Time										
							Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp				
20150917658	CITE	09/21/2015 00:33:04	TRAFFIC STC	TRAFFIC STOP													
	VI		VPD	HERRERA,GUS	*1L11				00:33:04								01:00:56
			VPD	REYNA,JOSE S	1L8			00:33:45	00:33:46	00:38:52	00:33:45						01:00:56
20150917663	CITE	09/21/2015 01:12:51	TRAFFIC STC	TRAFFIC STOP													
	VI		VPD	HERRERA,GUS	*1L11					01:12:59							01:42:37
20150917673	VI	09/21/2015 03:06:04	VCK	VEHICLE CHECK													
			VPD	HERRERA,GUS	*1L11					03:06:04							03:56:06
20150917678	RPT	09/21/2015 05:44:55	GTAR	GRAND THEFT AUTO REPORT													
			VPD	HERRERA,GUS	*1L11			05:48:18	05:48:19	05:55:13	05:48:18						06:50:49
20150917691	RPT	09/21/2015 08:39:03	59AR	VANDALISM REPORT													
			VPD	VALENZUELA,F	*2L5			08:39:55	08:39:56	08:45:21	08:39:55						09:02:23
			VPD	VILLEGAS,RICH	2L7					08:53:14							09:02:30
20150917698	VI	09/21/2015 09:37:48	TRAFFIC STC	TRAFFIC STOP													
	CITE		VPD	CHAVEZ,JERRY	*2S2					09:38:16							09:56:58
	RPT		VPD	CERDA,EUGEN	2L4			09:40:17	09:40:17	09:42:18							10:07:50
20150917716	RPT	09/21/2015 12:46:27	PATCK	PATROL CHECK													
	ASST		VPD	CERDA,EUGEN	*2L4			12:46:27	12:46:27	13:02:33							13:09:59
20150917717																	

# VERNON POLICE DEPARTMENT

## Call Log Report Type Unit Times

First Date: 09/21/2015

Last Date: 09/21/2015

Jurisdiction: VERNON

Call Number Disp Received Complaint Department Officer Unit Dispatch Enroute OnScene Depart Arrive Remove Comp

Unit Time

20150917717	RPT	09/21/2015	13:28:01	ASTVFD	ASSIST VERNON FIRE DEPARTMENT														
				VPD	CERDA,EUGEN *2L4		13:28:41	13:31:23											13:58:46
				VPD	VALENZUELA,F 2L5		13:29:45	13:32:17											13:58:46
				VPD	CERDA,PAUL,JI 2L6		13:29:07	13:31:59											13:58:47
				VPD	VILLEGAS,RICH 2L7		13:29:05	13:37:26											13:58:47
				VPD	CHAVEZ,JERRY 2S2			13:32:02											13:58:47

20150917720	RPT	09/21/2015	14:32:22	594R	VANDALISM REPORT														
				VPD	NEWTON,TODC *M1		14:34:53	14:35:56											14:54:37

20150917728	RPT	09/21/2015	16:10:35	KTP	KEEP THE PEACE														
				VPD	VILLEGAS,RICH *2L7		16:12:53												16:56:56
				VPD	VALENZUELA,F 2L5		16:19:15	16:22:06											16:56:56
				VPD	CERDA,PAUL,JI 2L6		16:19:02	16:29:28											16:56:56
				VPD	CHAVEZ,JERRY 2S2		16:13:49	16:20:16											16:56:57

20150917732	RPT	09/21/2015	16:30:01	920PR	LOST PROPERTY REPORT														
				VPD	RECORDS BUR *RECD			16:30:28											17:30:37
				VPD	CERDA,EUGEN 2L4			17:04:51											17:30:37

20150917743	RPT	09/21/2015	18:51:25	GTAR	GRAND THEFT AUTO REPORT														
				VPD	*1L12			18:53:49											19:27:08
				VPD	1L11			18:54:15											19:18:11

20150917746	VI	09/21/2015	19:28:25	TRAFFIC STC	TRAFFIC STOP														
	CITE			VPD	HERRERA,GUS *1L11			19:28:25											20:04:02
	RPT			VPD	ENCINAS,ANTH 1L8		19:31:36	19:39:14											20:04:02

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/22/2015

Last Date: 09/22/2015

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Caller Address	Unit	Dispatch	Enroute	OnScene	Unit Time			
												Depart	Remove	Comp	
20150917767	VI		09/22/2015 00:37:10		TRAFFIC STOP		STATE // SLAUSON, VERNON								
	CITE														
	RPT														
20150917782	RPT		09/22/2015 06:49:34		902T		AT&T MOBILITY 800 635 6840 4 E VERNON AV // SANTA FE AV, VERNON								
	VI														
	RPT														
	CITE														
20150917785	VI		09/22/2015 07:16:21		VCK		E 46TH // PACIFIC BL, VERNON								
	RPT														
	CITE														
20150917789	CITE		09/22/2015 07:51:41		TRAFFIC STOP		S SANTA FE AV // 49TH, VERNON								
	VOID														
20150917790	CITE		09/22/2015 08:13:26		TRAFFIC STOP		S SANTA FE AV // 57TH, VERNON								
	RPT														
	VI														
20150917801	CITE		09/22/2015 09:54:56		TRAFFIC STOP		BANDINI BL // DOWNEY RD, VERNON								
	VI														

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/22/2015

Last Date: 09/22/2015

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
						Caller	Unit Time							
						Address								
20150917805	CITE	VI	09/22/2015 11:14:17	TRAFFIC STOP		SANTA FE // SLAUSON, VERNON	*2L4		Department VPD	11:14:17	OCA Number CR20151635	RMS Juris CA0197300		11:47:52
20150917825	CITE	VI	09/22/2015 14:36:57	TRAFFIC STOP		S SANTA FE AV // VERNON AV, VERNON	*2L4		Department VPD	14:36:57	OCA Number CR20151637	RMS Juris CA0197300		15:08:13
20150917832	RPT		09/22/2015 15:16:15	ILLDPG RPT		BIG SAVER			Department VPD	15:26:30	OCA Number CR20151638	RMS Juris CA0197300		15:54:19
20150917837	VS		09/22/2015 16:28:43	TRAFFIC STOP		5225 S SOTO, VERNON			Department VPD	16:33:59	OCA Number CR20151639	RMS Juris CA0197300		16:54:06
20150917840	CITE	RPT	09/22/2015 17:33:07	TRAFFIC STOP		S ALAMEDA // 55TH, VERNON	*2L4		Department VPD	17:33:07	OCA Number CR20151640	RMS Juris CA0197300		18:04:11
20150917843	VI		09/22/2015 18:19:40	TRAFFIC STOP		E 55TH // SANTA FE AV, VERNON	*2L4		Department VPD	18:19:40	OCA Number CR20151641	RMS Juris CA0197300		18:44:55
20150917849	CITE	RPT	09/22/2015 18:19:40	TRAFFIC STOP		E 55TH // SANTA FE AV, VERNON	*2L4		Department VPD	18:19:40	OCA Number CR20151641	RMS Juris CA0197300		18:44:55

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/22/2015

Last Date: 09/22/2015

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Caller Address	Unit	Dispatch	Enroute	OnScene	Unit Time		
												Depart	Remove	Comp
20150917849	VI	09/22/2015	20:54:57	VCK		VPD HERRERA,GUSTY	E 57TH // SANTA FE AV, VERNON	*1L12			20:54:58			
	CITE										Department	OCA Number	Arrive	
	RPT										VPD	CR20151642	RMS Juris	CA0197300
20150917850	VI	09/22/2015	21:22:42	VCK		VPD HERRERA,GUSTY	E 57TH // SANTA FE AV, VERNON	*1L12			21:22:42			
	CITE										Department	OCA Number	Arrive	
	RPT										VPD	CR20151643	RMS Juris	CA0197300
20150917857	VI	09/22/2015	23:53:21	TRAFFIC STOP		VPD HERRERA,GUSTY	E SLAUSON AV // ALAMEDA, VERNON	*1L12			21:22:42			
	CITE										Department	OCA Number	Arrive	
	RPT	1L11									VPD	CR20151644	RMS Juris	CA0197300
											23:53:22			00:57:02
											23:54:04			00:57:02
											23:53:36			23:54:13

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/23/2015

Last Date: 09/23/2015

Jurisdiction: VERNON

Call Number  
Disp Ten Received  
Code Complaint

Caller  
Address

Dep Officer

Unit

Dispatch

Enroute

OnScene

Unit Time

Arrive

Remove

Comp

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Dispatch	Enroute	OnScene	Unit Time	Arrive	Remove	Comp
20150917862	RPT	09/23/2015	04:17:00	484R	PERSHING FOODS 3680 S SANTA FE AV, VERNON									
						VPD HERRERA,GUSTF	*1L12	04:19:18	04:19:21		Department VPD	OCA Number CR20151645	RMS Juris CA0197300	04:21:24
						VPD VASQUEZ,LUIS	1L11		04:21:20	04:25:07				05:05:43
20150917866	CKOK	09/23/2015	06:58:42	484R	SOOFER CO 2828 S ALAMEDA, VERNON									
	RPT					VPD DOCHERTY,MICH	*2L4	07:14:52	07:14:52	07:15:19	Department VPD	OCA Number CR20151646	RMS Juris CA0197300	07:14:54
						VPD	2L6	07:03:38						07:54:30
20150917869	VS	09/23/2015	07:18:12	VCK	E DISTRICT BL // LOMA VISTA AV, VERNON									
	RPT										Department VPD	OCA Number CR20151647	RMS Juris CA0197300	
	CITE													07:39:19
20150917871	RPT	09/23/2015	07:54:13	VI	E DISTRICT BL // LOMA VISTA AV, VERNON									
	VI										Department VPD	OCA Number CR20151648	RMS Juris CA0197300	
	CITE													08:30:56
20150917875	CITE	09/23/2015	08:20:33	VI	S SOTO // 54TH, VERNON									
	VI										Department VPD	OCA Number CR20151649	RMS Juris CA0197300	
	RPT													09:04:29
														09:04:29
20150917881														



# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/24/2015

Last Date: 09/24/2015

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Unit	Dispatch	Enroute	OnScene	Unit Time			
												Depart	Arrive	Remove	Comp
20150917931	VREC	09/24/2015	02:56:36	REC	E 57TH // SANTA FE AV. VERNON	VPD VASQUEZ,LUIS	*1L12					Department VPD	OCA Number CR20151655	RMS Juris CA0197300	03:49:27
20150917936	RPT	09/24/2015	08:31:46	VI	TRAFFIC STOP	VPD MADRIGAL,MARI	S BOYLE AV // FRUITLAND AV. VERNON					Department VPD	OCA Number CR20151656	RMS Juris CA0197300	
	CITE						*2L7								09:01:34
20150917939	RPT	09/24/2015	09:13:58	REC	4820 E 50TH. VERNON	VPD DOCHERTY,MICH	*2L8	09:15:05	09:14:40	09:16:51	09:17:34	Department VPD	OCA Number CR20151657	RMS Juris CA0197300	10:31:25
	VREC					VPD VELASQUEZ,RIC	Z28								09:22:25
															09:55:43
20150917940	RPT	09/24/2015	10:06:12	COURTESY RPT	VIG FURNITURE	VPD MADRIGAL,MARI	*2L7	10:08:27	10:07:52	10:13:42		Department VPD	OCA Number CR20151658	RMS Juris CA0197300	11:10:49
20150917961	RPT	09/24/2015	16:11:25	GTAR	SEVEN FOR ALL MANKIND	VPD LUCAS,JASON	*2L4					Department VPD	OCA Number CR20151659	RMS Juris CA0197300	17:23:21
					4440 E 26TH. VERNON										
20150917970	VREC	09/24/2015	18:55:05	LOCATE	HPPD	VPD LUCAS,JASON	*2L4					Department VPD	OCA Number CR20151659	RMS Juris CA0197300	
	RPT				MAYWOOD // RANDOLPH. VERNON										
20150917988															



# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/25/2015

Last Date: 09/25/2015

Jurisdiction: VERNON

Call Number Disp Ten Received  
Code Complaint

Caller  
Address

Unit Time

Dep Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20150917995	RPT	09/25/2015 00:52:26 594R	SOUTH WIND FOODS 2900 AYERS AV, VERNON					
		VPD OURIQUE,CARLO	*1L7	00:58:26	00:58:56	01:02:39	RMS Juris CA0197300	01:26:59
		VPD HERNANDEZ,EDV	1L5	00:58:27	00:58:59	01:02:30		01:26:59
20150918007	1015 RPT	09/25/2015 09:18:19 PATCK	3809 S SOTO, VERNON					
		VPD HERNANDEZ,MIG	*2Z8			09:18:19	RMS Juris CA0197300	10:10:23
		VPD VELASQUEZ,RIC	2L4	09:23:04	09:26:58			10:35:37
		VPD VANOVER,DONAI	2L5	09:18:47	09:21:32			10:10:15
		VPD DOCHERTY,MICH	2L7	09:18:50	09:21:43			10:10:21
20150918020	RPT	09/25/2015 12:58:39 484R	TIKEL SEWING 2385 E 27TH, VERNON					
		VPD MADRIGAL,MARI	*2L6	13:00:12	13:01:07	13:06:39	RMS Juris CA0197300	14:15:54
20150918027	1015 RPT	09/25/2015 15:28:03 594	JOE K 2601 S SOTO, VERNON					
		VPD VELASQUEZ,RIC	*2L4	15:29:01	15:32:19		RMS Juris CA0197300	16:04:58
		VPD VANOVER,DONAI	2L5	15:29:04	15:33:37			16:58:28
		VPD MADRIGAL,MARI	2L6	15:46:47	15:46:47			18:39:45
		VPD ESTRADA,IGNACI	2S2	16:58:35	15:35:04			16:35:18
		VPD HERNANDEZ,MIG	2Z8		15:33:17			18:01:18

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/26/2015

Last Date: 09/26/2015

Jurisdiction: VERNON

Call Number	Disp	Ten	Received Code	Complaint	Dep Officer	Address	Unit	Dispatch	Enroute	OnScene	Unit Time						
											Depart	Arrive	Remove	Comp			
20150918068																	
1015			09/26/2015	08:44:14	BELL GARDENS PD												
RPT			WARRANT		7100 GARFIELD, BELL GARDENS												
					VPD HERNANDEZ,MIG	*2L12	08:45:26	08:45:49	09:32:14								
					VPD CROSS,JEREMY	2S2			10:16:07								11:04:24
20150918104																	
VREC			09/26/2015	23:58:44	HARRIETT // 25TH, VERNON												
RPT			REC														
					VPD VASQUEZ,LUIS/L	*1A11	23:58:44	00:01:32									
					VPD VALENZUELA,FEI	1A12			00:01:25								00:25:05

Department VPD  
OCA Number CR20151665  
RMS Juris CA0197300

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/27/2015

Last Date: 09/27/2015

Jurisdiction: VERNON

Call Number  
Disp Ten Received  
Code Complaint

Caller  
Address

Unit Time

Dep Officer Unit Dispatch Enroute OnScene Depart Arrive Remove Comp

20150918164 RPT 09/27/2015 17:31:41 594R 2775 E 26TH, VERNON  
 VPD VILLEGAS,RICHA \*2L7  
 VPD CERDA,EUGENIO 2L4  
 17:31:42 17:42:44 17:47:13  
 Department VPD  
 OCA Number CR20151666  
 RMS Juris CA0197300  
 18:17:41 18:18:29

20150918166 RPT 09/27/2015 19:09:51 20002 SPRINT 866-398-3284  
 S ATLANTIC BL // DISTRICT BL, VERNON  
 VPD \*1L11 19:12:32  
 VPD HERRERA,GUSTAF 1L12 19:17:02 19:23:21  
 19:12:32 19:17:02 19:23:21  
 Department VPD  
 OCA Number CR20151667  
 RMS Juris CA0197300  
 19:23:23 19:49:19  
 19:41:55

20150918168 RPT 09/27/2015 19:37:10 20002R EXCHANGE AV // LOMA VISTA AV, VERNON  
 VPD HERRERA,GUSTAF \*1L12 19:42:39  
 VPD 1L11 19:49:21 20:00:06  
 19:42:39 19:49:21 20:00:06  
 Department VPD  
 OCA Number CR20151668  
 RMS Juris CA0197300  
 20:22:51 20:22:51

20150918176 CITE 09/27/2015 22:58:02 TRAFFIC STOP  
 VI 3846 S SANTA FE AV, VERNON  
 VPD HERRERA,GUSTAF \*1L12 22:58:02  
 VPD ZOZAYA,OSCAR 1L8 22:58:04 23:01:01  
 22:58:02 22:58:05 23:01:01  
 Department VPD  
 OCA Number CR20151669  
 RMS Juris CA0197300  
 23:27:20 23:35:06

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/28/2015

Last Date: 09/28/2015

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Unit	Dispatch	Enroute	OnScene	Unit Time			
												Depart	Arrive	Remove	Comp
20150918183	VI	SRVD	09/28/2015	00:52:51	TRAFFIC STOP	VPD HERRERA,GUSTI	S SANTA FE AV // 38TH, VERNON	*1L12	00:52:54	00:52:55	01:31:49	00:52:51	RMS Juris CA0197300	01:32:48	01:36:33
						VPD ZOZAYA,OSCAR		1L8							
20150918188	CITE	VI	09/28/2015	02:09:10	TRAFFIC STOP	VPD HERRERA,GUSTI	S SANTA FE AV // 27TH, VERNON	*1L12	02:09:19	02:09:19	02:09:10	02:09:10	RMS Juris CA0197300	02:36:15	02:57:00
						VPD REYNA,JOSE S		1L11							
						VPD ZOZAYA,OSCAR		1L8	02:09:13	02:09:13				02:09:21	
20150918227	RPT		09/28/2015	13:25:25	902T	VPD NEWTON,TODD	3843 S SOTO, VERNON	*2L8				13:25:33	RMS Juris CA0197300		14:09:44
						VPD VALENZUELA,FEI		2L11				13:27:57			14:09:43

\* Denotes Primary Unit









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OCT 13 2015

CITY CLERK'S OFFICE



**RECEIVED**

OCT 08 2015

CITY ADMINISTRATION

**STAFF REPORT**  
**PUBLIC WORKS, WATER & DEVELOPMENT SERVICES**  
**DEPARTMENT**

---

**DATE:** October 7, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Samuel Kevin Wilson, <sup>SKW</sup> Director of Public Works, Water & Development Services  
Department

**Originator:** Alfonso Hernandez, <sup>AH</sup> Permit Technician  
Cynthia Mireles, <sup>W</sup> Permit Technician

**RE:** MONTHLY BUILDING DEPARTMENT REPORT

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Enclosed herewith is the Monthly Building Report for the month of September 2015. Thank you.



City of Vernon  
Building Department  
Monthly Report from 9/1/2015 to 9/30/2015

Type	Value	# of Permits
Demolition	\$20,000.00	1
Electrical	\$554,770.00	20
Industrial - Addition	\$295,000.00	1
Industrial - Remodel	\$404,800.00	8
Mechanical	\$882,317.00	10
Miscellaneous	\$1,149,400.00	11
Plumbing	\$344,048.00	8
Roof	\$116,500.00	2
SEPTMBER 2015 TOTALS PERMITS:	\$3,766,835.00	61
PREVIOUS MONTHS TOTAL	\$54,235,677.00	657
YEAR TO DATE TOTAL	\$58,002,512.00	718
SEPTMBER 2014 TOTALS PERMITS:	\$3,781,981.00	70
PREVIOUS MONTHS TOTAL	\$42,430,251.00	444
PRIOR YEAR TO DATE TOTAL	\$46,212,232.00	514

*AK | SKW*  
Samuel Kevin Wilson

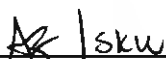
Director of Public Works, Water & Development Services



City of Vernon  
Building Department  
Major Projects from 9/1/2015 to 9/30/2015  
Valuations > 20,000

Permit No.	Project Address	Tenant	Description	Job Value
<b>Demolition</b>				
B-2015-0568	5075 PACIFIC BLVD APN 6308010017		Partial demo. of existing warehouse building. (1,800sq.ft.)	20,000.00
<b>1</b>	<b>Record(s)</b>			<b>\$20,000.00</b>
<b>Electrical</b>				
B-2015-0459	5041 SANTA FE AVE APN 6308015019		Electrical for reconstruction of 8710SF burned existing building, TI of 9,665 SF existing office and building.	30,000.00
B-2015-0636	3840 26TH ST APN 5192030001		400 amp feeder to printing press	40,000.00
B-2015-0640	4740 26TH ST APN 6332001004		new electrical work for bottling equipment.	23,000.00
B-2015-0518	4560 LOMA VISTA AVE APN 6304020024		Conveyor system electrical installation.	25,570.00
B-2015-0507	2901 FRUITLAND AVE APN 6303029016		Electrical work for mechanical installation.	250,000.00
B-2015-0574	3570 VERNON AVE APN 6303010901		Pump House 2, Change electric service.	130,000.00
<b>6</b>	<b>Record(s)</b>			<b>\$498,570.00</b>
<b>Industrial - Addition</b>				
B-2015-0613	5041 SANTA FE AVE APN 6308015019		Re-construction of burnt 8,710 sq ft commercial manufacturing building TI of existing 9,665sq ft. office & remodeling building For payment details refer to Master Permit B-2015-0014.	295,000.00
<b>1</b>	<b>Record(s)</b>			<b>\$295,000.00</b>
<b>Industrial - Remodel</b>				
B-2015-0437	6250 BOYLE AVE APN 6310027022		Demolition and construction of interior non-load bearing partitions.	60,000.00
B-2015-0438	5000 PACIFIC BLVD APN 6308003901		TI of existing warehouse, loading dock and restroom	300,000.00
<b>2</b>	<b>Record(s)</b>			<b>\$360,000.00</b>
<b>Mechanical</b>				
B-2015-0364	4510 ALAMEDA ST APN 6308013044		Theemol heater, fryer and associated piping installation.	25,000.00
B-2015-0195	3501 VERNON AVE APN 6303009021	Pro Portion Foods	Steam oven and associated piping	80,000.00
B-2015-0478	6250 BOYLE AVE APN 6310027022		TI- HVAC- Add 2 new heat pump units and 2 exhaust fans.	20,000.00

Permit No.	Project Address	Tenant	Description	Job Value
B-2015-0469	3883 SOTO ST APN 6302020059		Install (3 coils) air units in the RTE room.	162,830.00
B-2015-0373	4201 FRUITLAND AVE APN 6304027018		(3) 150 HP Boilers and equipment.	200,000.00
B-2015-0519	4560 LOMA VISTA AVE APN 6304020024		Conveyor system installation.	367,187.00
<b>6</b>	<b>Record(s)</b>			<b>\$855,017.00</b>
<b>Miscellaneous</b>				
B-2015-0579	4545 PACIFIC BLVD APN 6308008024		remove and replace 25 smoke hatch skylights.	25,000.00
B-2015-0499	4801 50TH ST APN 6304013029		installation of storage racks	54,000.00
B-2015-0506	2901 FRUITLAND AVE APN 6303029016		REMOVE AND INSTALL CONVEYOR AND MACHINERY.	1,000,000.00
B-2015-0363	4510 ALAMEDA ST APN 6308013044		Housing for Fryer	25,000.00
<b>4</b>	<b>Record(s)</b>			<b>\$1,104,000.00</b>
<b>Plumbing</b>				
B-2015-0384	3200 SLAUSON AVE APN 6310027023		Storm Drain for New Building. FW B-2015-0028	300,000.00
<b>1</b>	<b>Record(s)</b>			<b>\$300,000.00</b>
<b>Roof</b>				
B-2015-0623	3030 VERNON AVE APN 6308001040		Re-roof entire building	100,000.00
<b>1</b>	<b>Record(s)</b>			<b>\$100,000.00</b>
<b>22</b>	<b>Permit(s)</b>		<b>Total</b>	<b>\$3,532,587.00</b>

  
 Samuel Kevin Wilson  
 Director of Public Works, Water & Development Services



City of Vernon  
Building Department  
New Buildings Report - September 2015

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NONE

  
\_\_\_\_\_  
Samuel Kevin Wilson


Director of Public Works, Water & Development Services



City of Vernon  
Building Department  
Demolition Report - September 2015

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Julia and David Properties Inc.  
5075 Pacific Blvd.  
Inside Redevelopment Area  
1,800 Sq. Ft.

  
\_\_\_\_\_  
Samuel Kevin Wilson  
Director of Public Works, Water, & Development Services



**City of Vernon  
Building Department  
Status of Certificates of Occupancy Requests  
Month of September 2015**

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Request for Inspection	27
Approved	18
Pending	275
Temporary Occupancies	37

  
\_\_\_\_\_  
Samuel Kevin Wilson

Director of Public Works, Water & Development Services

**City of Vernon**  
**Certificate of Occupancy**  
**Applications Date From 9/1/2015 to 9/30/2015**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
<b>Certificate of Occupancy</b>						
	C-2015-0195	6270 S BOYLE AVE APN	Hudsloan	Sewing manufacturing	\$940.00	101912
	C-2015-0196	4561 48TH ST APN 6304019010	BTG Textiles Inc.	Warehouse textile	\$689.00	11730
	C-2015-0197	3170 SLAUSON AVE APN 6310027037	Beaver Paper/CMC Digital Media Inc.	Warehouse general merchandise	\$689.00	20928
	C-2015-0199	2036 45TH ST APN 6308013030	HP Metal Polishing	Polish metals	\$300.00	2400
	C-2015-0200	4851 SANTA FE AVE APN 6308015044	Unicept Apparel, Inc.	Sewing factory	\$689.00	15740
	C-2015-0201	2341 49TH ST APN 6308015044	Unicept Apparel Inc.	Storage of garments	\$689.00	5649
	C-2015-0202	3090 50TH ST APN 6303029014	American World Food Inc. dba Shalom and Sons	Wholesale food distribution	\$689.00	21444
	C-2015-0203	4535 48TH ST APN 6304019010	Evergreen Smart Energy	Storage toilets	\$689.00	10000
	C-2015-0204	3250 SACO ST APN 6302006026	37th Industrial Investment LLC	Dead storage. (New Building)	\$0.00	30964
	C-2015-0205	2059 37TH ST APN 6302011008	Amy's House Inc.	Import and Design Women's Clothing	\$689.00	9440
	C-2015-0206	6180 ALCOA AVE APN 6310027036	Farinella Cheese	Distributing cheese	\$300.00	2000
	C-2015-0207	2845 26TH ST APN 5169031013	26 California Wholesale	Wholesale general merchandise	\$940.00	123000
	C-2015-0208	3864 SANTA FE AVE APN 6302018003	Rich and Skinny Inc.	Design and wholesale apparel goods	\$300.00	1700
	C-2015-0210	5124 PACIFIC BLVD APN 6308003012	Huadisi Textile, Inc.	Warehouse clothing	\$689.00	10000
	C-2015-0211	2939 BANDINI BLVD APN 6303002020	Gilli, Inc.	Gartment manufacture and warehouse	\$815.00	61200
	C-2015-0212	3240 BANDINI BLVD APN 6303007033	Wynn Expedited Logistics	Freight terminal	\$689.00	9000
	C-2015-0213	4827 49TH ST APN 6304014003	OK Andy	Wholesale/ warehouse general merchandise	\$300.00	2000
	C-2015-0214	5200 ALAMEDA ST APN 6308016038	Food Manufacturing	Peking Food Co.	\$940.00	125643
	C-2015-0215	6152 BOYLE AVE APN 6310027037	Alejandra's Fashion Inc.	Warehouse garments	\$300.00	20000
	C-2015-0216	2333 49TH ST APN 6308015044	Maria's Bikinis Swimwear Corp.	garment manufacturing	\$689.00	11480

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2015-0217	2120 25TH ST APN 6302008006	United Growers LLC	Wholesale of Fresh Produce	\$300.00	1500
	C-2015-0218	3155 LEONIS BLVD APN 6303020009	Aurora MFG USA, Inc.	Wholesale Clothing	\$300.00	1100
	C-2015-0219	4159 BANDINI BLVD APN 5243020014	Dollarwise Trading Inc.	General Merchandise Wholesale	\$689.00	36600
	C-2015-0220	6180 ALCOA AVE APN 6310027036	Youneed Food, Inc.	Warehouse food products	\$300.00	3000
	C-2015-0221	2670 LEONIS BLVD APN 6308003010	DQT Collection Inc.	Warehousing apparel and garment cutting	\$300.00	3500
	C-2015-0194	2900 44TH ST APN 6303014014	Papa Cantella's, Inc.	Food processing	\$1,378.00	12240
	C-2015-0198	3653 SIERRA PINE AVE APN 6303002012	Reflex Trading, Inc.	Warehousing of garments	\$689.00	20000

27 Record(s)

Total for Certificate of Occupancy:

\$15,981.00

674,170.00

27 Permits(s)

Total Fees Paid

\$15,981.00

**City of Vernon  
Certificate of Occupancy  
Issued Date From 9/1/2015 to 9/30/2015**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
<b>Certificate of Occupancy</b>						
9/9/2015	C-2015-0042	4281 BANDINI BLVD APN 5243019015	Queen Sales Inc.	Warehouse general merchandise	\$689.00	10800
9/9/2015	COO-003-754	3144 SLAUSON AVE APN 6310027037	Eco Houseware, Inc.	Warehousing of Houseware	\$689.00	15,473
9/9/2015	C-2015-0070	2882 54TH ST APN 6310010007	Zona Libre USA, Inc	Warehousing clothing	\$689.00	5375
9/9/2015	C-2015-0099	5455 BOYLE AVE APN 6310010014	California Global T's Co.	Warehousing of garments	\$689.00	15000
9/9/2015	C-2015-0106	5008 BOYLE AVE APN 6303028015	La Moda 101, Inc.	Office use	\$300.00	1200
9/9/2015	C-2015-0157	2375 27TH ST APN 6302008018	BIDU, Inc.	Sewing garments	\$300.00	4480
9/15/2015	C-2015-0194	2900 44TH ST APN 6303014014	Papa Cantella's, Inc.	Food processing	\$1,378.00	12240
9/22/2015	C-2015-0198	3653 SIERRA PINE AVE APN 6303002012	Reflex Trading, Inc.	Warehousing of garments	\$689.00	20000
9/24/2015	C-2015-0144	3864 SANTA FE AVE APN 6302018003	Hedley & Bennett, Inc.	Warehouse aprons	\$689.00	8000
9/24/2015	C-2015-0158	3226 44TH ST APN 6303016005	Mola Inc.	Sewing contracting	\$689.00	19000
9/28/2015	C-2015-0162	2105 37TH ST APN 6302010008	Appleton's Custom Bars	Manufacturing of motorcycle haddle bars	\$300.00	2500
9/28/2015	C-2015-0076	5111 HAMPTON ST APN 6308010032	Alexander Jeans, Inc	Manufacturing of garments	\$600.00	2000
9/28/2015	C-2015-0151	1930 51ST ST APN 6308016005	You-Want-A-Deal Inc.	Warehousing of small appliances	\$689.00	23000
9/28/2015	C-2015-0192	4890 ALAMEDA ST APN 6308015072	Anne Sophie, Inc. dba Emperia Handbag	Handbag wholesale	\$689.00	28100
9/29/2015	COO-003-754	2858 26TH ST APN 6303003010	Fresh American Produce, Inc.	Warehousing of	\$815.00	57640
9/29/2015	C-2015-0155	2289 49TH ST APN 6308015044	Unicept Apparel Inc.	Sewing factory	\$689.00	25000
9/29/2015	C-2015-0118	4789 LOMA VISTA AVE APN 6304025029	Nuconic Packaging, LLC	Storage of finished plastic packaging	\$689.00	23717
9/29/2015	C-2015-0174	5210 SANTA FE AVE APN 6309002007	BTS Apparel, Inc	Manufacturing of garments/sewing	\$300.00	3000

18 Record(s)

**Total for Certificate of Occupancy: \$11,572.00 276,525.00**

**Total Fees Paid \$11,572.00**

18 Permits(s)



**RECEIVED**

OCT 15 2015

CITY CLERK'S OFFICE

**STAFF REPORT  
FIRE DEPARTMENT**

**RECEIVED**

OCT 15 2015

CITY ADMINISTRATION

A handwritten signature in black ink, possibly reading "M. A. Wilson", is written over the "CITY ADMINISTRATION" stamp.

---

**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council *[Signature]*

**FROM:** Michael A. Wilson, Fire Chief  
Originator: Adriana Ramos, Administrative Secretary

**RE:** Approval to Purchase One (1) Paramedic Rescue Ambulance for the Fire Department

---

**Recommendation**

- A. Find that approval of the proposed purchase in this staff report is exempt under the California Environmental Quality Act ("CEQA") in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve the purchase of one (1) Paramedic Rescue Ambulance from Leader Industries in the amount of \$164,882.82, and authorize the Purchasing Department to issue a purchase order to Leader Industries to replace the current 2001 Paramedic Rescue Ambulance that no longer meets the needs of the department.

**Background**

**The Proposed Purchase Compliance with the Municipal Code**

The Fire Department requests that the City Council approve the purchase of one (1) Paramedic Rescue Ambulance from Leader Industries, in the amount of \$164,882.82.

For this purchase the City intends to piggyback onto a current contract between the City and County of San Francisco and Leader Industries. Piggybacking is expressly authorized by Vernon Municipal Code Section 2.17.12(A)(5) and allows Vernon to use an existing public agency contract as a template to form its own contract directly with the same vendor to purchase on same or similar terms. The City and County of San Francisco used a competitive bid process to obtain vehicle cost for Leader Industries. As such, staff requests that the City Council approve the purchase order without requiring the completion of the traditional competitive bidding

process. The City of Vernon will be able to save time and resources by piggybacking onto the City and County of San Francisco purchase order with Leader Industries.

**Reason Purchase is needed**

The new 2016 Paramedic Rescue Ambulance will replace a 2001 Paramedic Rescue Ambulance that has exceeded the recommended service time pursuant to the Vernon Fire Department "Apparatus Replacement Schedule" The current Apparatus Replacement Schedule allows for ten (10) years of front line service; followed by ten (10) years of "Reserve Status" prior to the retirement of a Paramedic Rescue Ambulance.

**Fiscal Impact**

The new Paramedic Rescue Ambulance will be purchased utilizing funds in the 2015/2016 budget that were specifically budgeted for the purchase of a new Paramedic Rescue Ambulance.

**Attachment(s)**

1. Leader Industries Customer Sales Order Pricing Summary – City of Vernon
2. Leader Industries Customer Sales Order Pricing Summary – City and County of San Francisco
3. Executed Purchase Order between City and County of San Francisco and Leader Industries

Customer Sales Order Pricing Summary

**LEADER INDUSTRIES**  
 Steve De La Montanya  
 10941 Weaver Avenue  
 South El Monte, CA 91733  
 707-529-7522

**Vernon Fire Department**  
 4305 S Santa Fe Ave  
 Vernon, CA 90058  
 Craig Peltier (323) 583-4821



Parent Job 1610

LI96-148" Ford Type III w/ 72" headroom, Base Conversion

(2015) FORD V10 E350 Gas Cutaway Chassis 138"

20 - 40 Multi Unit Discount (2 - 4 vehicles built consecutively) -\$750 per vehicle. (\$2,000)

30 - 50 (2015) \$5200 FORD FACTORY REBATE (E-350 CUTAWAY) (\$5,200)

THE ABOVE ITEMS ARE ALREADY INCLUDED IN THE CONTRACT PRICE.

SHIPPING FOB Leader Industries So El Monte, CA

	<i>Each</i>	<i>Extended Amount</i>
1 Subtotal for base vehicle :	\$118,904.00	\$118,904.00
Subtotal for all option items:	31,041.00	31,041.00
<b>SUB TOTAL FOR VEHICLE AND ALL ITEMS IN THE CONTRACT:</b>	<b>149,945.00</b>	<b>149,945.00</b>
MUNICIPAL CUSTOMER DISCOUNT:	(4,000.00)	(4,000.00)
Price Adjustment to conversion Base, Per S.F. Fire Contract, U.S. Department of Labor Index,		4,028.00
Subtotal for base vehicle and all taxable items:	\$149,973.00	\$149,973.00
Sales tax calculated at : 9.00 %	13,497.57	13,497.57
Estimated DMV fees:	0.00	0.00
7 Tires fees (\$1.75) per tire:	12.25	12.25
Delivery Fees:	0.00	0.00
Customer Contingency Amount:		1,400.00
<b>Contract Total:</b>	<b>\$164,882.82</b>	<b>\$164,882.82</b>

Estimated delivery is 190 days from order confirmation (subject to change).

Customer Representative	Date: _____	Payment: (Please check one)	Leasing <input type="checkbox"/>
<div style="border: 1px solid black; width: 400px; height: 30px;"></div>		Company Check <input type="checkbox"/>	Wire Transfer <input type="checkbox"/>

Purchaser agrees to defend, indemnify and hold Halcore Group Inc., dba Leader Industries, harmless from any claims, costs (including actual attorney's fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to these purchased products.

**TERMS: All Vehicle Sales Are C.O.D. Titles to be Processed Upon Receipt of Payment in Full**  
 Quotation is valid for 60 days  
**THANK YOU FOR YOUR BUSINESS**

*Customer Sales Order Pricing Summary*

**LEADER INDUSTRIES**

Steve De La Montanya  
143 Meadow Place  
Windsor, CA 95492  
707-546-1070

**San Francisco City & County**

1 Dr. Carlton B. Goodlett Place RM 430  
San Francisco, CA 94102  
Whitney D. Bagby, RFP 72260,



Parent Job 1445

**(2014) LI96-148" Ford Type III w/ 72" headroom, Base Conversion**

**(2014) FORD V10 E350 Gas Cutaway Chassis 138"**

20	4	Multi Unit Discount ( On two or more vehicles build consecutively )	(\$2,000)
30	5	Ford E350 (Gas) \$5300 Fin code or K code discount	(\$5,300)

THE ABOVE ITEMS ARE ALREADY INCLUDED IN THE CONTRACT PRICE.

SHIPPING FOB PER RFP SERVICE CENTER PAETALUMA, CA. DESIGNATED SAN FRANCISCO			
		<i>Each</i>	<i>Extended Amount</i>
10	Subtotal for base vehicle :	\$118,148.00	\$1,181,480.00
	Subtotal for all option items:	44,778.00	447,780.00
	<b>SUB TOTAL FOR VEHICLE AND ALL ITEMS IN THE CONTRACT:</b>	<b>162,926.00</b>	<b>1,629,260.00</b>
	MUNICIPAL CUSTOMER DISCOUNT:	(4,000.00)	(40,000.00)
	Subtotal for base vehicle and all taxable items:	\$158,926.00	\$1,589,260.00
	Sales tax calculated at : 8.75 %	13,906.03	139,060.25
	Estimated DMV fees:	0.00	0.00
7	Tires fees (\$1.75) per tire:	12.25	122.50
	Delivery Fees:	900.00	9,000.00
	PRE-CONSTRUCTION CONFERENCE, MID & FINAL INSPECTIONS, 2 PERSONS. EACH		3,600.00
	Contract Total:	\$174,104.28	<b>\$1,741,042.75</b>
Estimated delivery is 160 days from order confirmation (subject to change).			
Customer Representative	Date: _____	Payment: (Please check one)	Leasing <input type="checkbox"/>
<div style="border: 1px solid black; width: 400px; height: 30px;"></div>			Company Check <input type="checkbox"/>
			Wire Transfer <input type="checkbox"/>
		<p>Purchaser agrees to defend, indemnify and hold Halcore Group Inc., dba Leader Industries, harmless from any claims, costs (including actual attorney's fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to these purchased products</p> <p align="center"><b>TERMS: All Vehicle Sales Are C.O.D. Titles to be Processed Upon Receipt of Payment in Full</b></p> <p align="center"><b>Quotation is valid for 60 days</b></p> <p align="center"><b>THANK YOU FOR YOUR BUSINESS</b></p>	



PURCHASE ORDER  
FIRE DEPARTMENT

PO NUMBER: POFC15000014  
PO AMOUNT: \$856,168.44

TO: LEADER INDUSTRIES  
10941 WEAVER AVE  
S EL MONTE CA 91733

PO PRINT DATE: 09/17/2014

PHONE : 626-575-0880  
VENDOR ID: 87647

TERMS: NET 30  
FOB : DEST

REQ # : RQFC15000016

<<

DELIVERY DATE OR ARO: 02/24/2015

DELIVER TO: SFFD/CENTRAL SHOP (FCD18)  
1800 JERROLD AVE  
SAN FRANCISCO CA 94124  
ATTN: DAVE DEL GRANDE

AUTHORIZED SIGNATURE:

JUDY N. WONG

DATE :

9/17/2014

PHONE: 415-554-6258

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

INVOICE TO: FIRE DEPARTMENT (FCI01)  
698 2ND STREET 3RD FLR  
SAN FRANCISCO CA 94107  
ATTN: MARK CORSO

TERMS:

DO NOT DEVIATE FROM STATED PRICES.

DO NOT SEND MERCHANDISE TO THE INVOICE ADDRESS.

THE "PO" NUMBER ON THIS DOCUMENT MUST APPEAR ON YOUR INVOICES.

THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE AND THE TERMS AND CONDITIONS INCORPORATED INTO THE CITY'S BID DOCUMENT ARE HEREBY MADE A PART OF AND APPLICABLE TO THIS PURCHASE ORDER.

THE CASH DISCOUNT PERIOD BEGINS WHEN THE ORDER IS RECEIVED AT THE CORRECT ADDRESS, OR WHEN A CORRECT INVOICE IS RECEIVED AT THE ABOVE ADDRESS, WHICHEVER IS LATER.



PURCHASE ORDER  
FIRE DEPARTMENT

PO NUMBER: POFC15000014  
PO AMOUNT: \$856,168.44

ITEM	COMMODITY ID	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
NAME/SPECS						
1	9070-03	EA	Y	5.00	157,445.0000	856,107.19
VEH;AMBULANCE						

\*\*\*\*\*  
EQUIPMENT AUTHORIZATION NO. FCD1502R (2 UNITS), FC1503N (3 UNITS)  
\*\*\*\*\*  
AMBULANCE, TYPE III IN ACCORDANCE WITH THE ATTACHED EQUIPMENT  
SPECIFICATIONS DATED 5/22/2014, APPENDIX A, TERM CONTRACT 72260 AND  
CHANGE ORDER #1 DATED 7-31-2014.

DELIVERY OF 5 UNITS: NO LATER THAN TUESDAY, FEBRUARY 24, 2015  
(DELIVERY DATE IN ACCORDANCE WITH SECTION 73, DELIVERY OF THE CONTRACT)

LIQUIDATED DAMAGES FOR LATE DELIVERY AND NON-PERFORMANCE ARE APPLIED  
IN ACCORDANCE WITH SECTIONS 1.13 AND 1.14, APPENDIX A, EQUIPMENT  
SPECIFICATIONS DATED 5/22/2014 OF THE CONTRACT.

2	9947-08-08	LT	N	5.00	12.2500	61.25
CHARGE, TIRE TAX; MOTOR VEHICLE						

MANDATORY CALIFORNIA STATE TIRE TAX - \$1.75 PER TIRE.

1 LOT OF TIRES IS CONSIDERED 6 TIRES PLUS 1 SPARE FOR EACH VEHICLE;  
THEREFORE, THE TIRE TAX FOR A STANDARD VEHICLE IS \$12.25 PER LOT  
(VEHICLE).

TOTAL ITEMS AMOUNT	\$787,286.25
SALES TAX	\$68,882.19
INVOICE AMOUNT	\$856,168.44



PURCHASE ORDER  
FIRE DEPARTMENT

PO NUMBER: POF15000014  
PO AMOUNT: \$856,168.44

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SFX INDEX	SUBOBJ	USERCODE	PROJECT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	315041	06029	PFC300	00			856,168.44
							-----
							856,168.44

---

**RECEIVED**

OCT 15 2015

CITY CLERK'S OFFICE



**RECEIVED**

OCT 13 2015

CITY ADMINISTRATION

**STAFF REPORT**  
**VERNON GAS & ELECTRIC DEPARTMENT**

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council *CA 10-7-15*

**FROM:** Carlos Fandino Jr., Director of Vernon Gas & Electric Department  
Originator: Abraham Alemu, Electric Resource Planning & Development Manager

**RE:** Establishment of the City of Vernon Gas & Electric Department's Resource Adequacy Plan for 2016

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**Recommendation**

- A. Find that the approval of the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2016 referenced in this document is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve the Resolution establishing the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2016 that adopts:
- 1) The approval of the coincident peak Demand Forecast for 2016;
  - 2) The approval to retain the same 15% Reserve Margin for planning purposes;
  - 3) The approval of the Qualifying Capacity Criteria that will be used for determining qualifying resource types and the Qualifying Capacity from such resources;
  - 4) The approval of the City's annual and monthly Resource Adequacy and Supply data;
  - 5) The approval of the Resource Adequacy resources that will be counted on to satisfy the City's Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement for 2016; and
- C. Authorize staff to submit the City of Vernon Gas & Electric Department's Resource Adequacy (RA) Plan for 2016 and the Monthly Resource Adequacy and Supply data to the CAISO.

**Background**

The California Independent System Operator (CAISO) as the electric grid operator is responsible for maintaining a reliable electric grid. One of the keys to maintaining a reliable grid is to ensure

that the electric system has adequate resources it needs to meet its electric demand. To do this, the CAISO has established provisions in its Tariff that are intended to ensure that Load Serving Entities (LSE), such as the City of Vernon, will secure sufficient resources to meet their customer's energy demands. Pursuant to Section 40 of the CAISO Tariff, LSEs must provide to the CAISO annually a Resource Adequacy demonstration or plan. The Resource Adequacy demonstration must include (1) a coincident peak Demand Forecast, (2) Reserve Margin, (3) Qualifying Capacity Criteria, (4) an annual and monthly Resource Adequacy and Supply data, and (5) a list of Resource Adequacy Resources that will be counted on to satisfy its Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement.

- (1) **Coincident peak Demand Forecast:** Is defined as the amount of the City of Vernon's load that contributes to the CAISO system peak. This is calculated by first establishing a monthly peak demand for the upcoming year. A monthly peak demand is established by taking the latest highest metered energy demand for the month and applying the projected load growth rate. Based on staff analysis, the projected load growth for 2016 is set at 0%. To establish the monthly energy demand for 2016, Staff has used the most recent 12 month highest monthly energy demand and applied a 0% load growth. Once the peak demand forecast is established, each monthly peak demand is multiplied by a coincident peak factor to establish the monthly coincident peak demand forecast. The coincident peak factor is calculated and provided to the City of Vernon annually by the California Energy Commission. It is the percentage of the City of Vernon's energy demand at the time of the CAISO system's peak demand. Mathematically, the Coincident peak Demand Forecast for 2016 is equal to the most recent 12 month monthly energy demand increased by 0% load growth and multiplied by the coincident peak demand factor.
- (2) **Reserve Margin:** Is defined as the amount of Resource Adequacy Capacity that an LSE must maintain above its coincident peak Demand Forecast. Pursuant to the CAISO Tariff, a LSE must establish a Reserve Margin of no less than 15%. Historically the City of Vernon has established its Reserve Margin at 15%.
- (3) **Qualifying Capacity Criteria:** A Load Serving Entity must provide the CAISO with a description of the criteria that will be used to determine the type of resources that can be used to meet its capacity obligation and the amount of capacity (Qualifying Capacity) from such resources. The City of Vernon has elected to use the following resources to meet its capacity needs and the qualifying capacity from each of them.
  - a) Power supply contract/s entered through Western Systems Power Pool (WSPP) Agreement (MRTU Amendment) and defined as any SC-to-SC traded product for which an IST (Inter-SC Trades) can be submitted to the CAISO.
  - b) Vernon Purchase Power Contract with Southern California Public Power Authority (SCPPA) for SCPPA's share of the Palo Verde Generating Station. The qualified capacity shall be 4.9% of SCPPA share of the Palo Verde Generating Station.
  - c) The contract between the United States Department of Energy Western Area Power Administration Boulder Canyon Project and the City of Vernon. The Qualifying Capacity will be based on the most current schedule for the available capacity from the Boulder Canyon Project.

d) The generating units and system units within the City of Vernon's electric system. The amount of qualifying capacity of such units will be based on the projected dependable gross output capacity on a day when the ambient air temperature is 90 degrees Fahrenheit.

e) Capacity from a Participating Generator, System Unit or a System Resource as defined in the CAISO Tariff.

f) Interruptible Service agreements between the City of Vernon and its electrical customers. The qualifying capacity will be based on the contracted amount the electrical customer has agreed to interrupt either by a request from CAISO or upon an unscheduled outage of the Malburg Generating Station or any other generating unit internal to the City's electric system.

(4) **Annual and monthly Resource Adequacy and Supply data:** Each annual and monthly Resource Adequacy and Supply data must be submitted to the CAISO on the established templates and on the set schedule dates. The Resource Adequacy data templates shall identify all of the qualified resources committed to meet the City's resource adequacy obligations and the adopted Reserve Margin. The Supply data templates list only those resources that the City owns or is responsible for scheduling with the CAISO. Monthly Resource Adequacy and Supply data templates will be consistent with the data submitted in the Annual Resource Adequacy and Supply data templates and may be adjusted for seasonal variations in the City's load or changes in its contracted/owned resource.

(5) **Local Capacity Requirement:** On an annual basis, the CAISO publishes a technical study that determines the amount of capacity resources needed in the Los Angeles Basin area that must be available to the CAISO. Based on this study the CAISO allocate the amount of local capacity the City of Vernon must make available each month. The City of Vernon must then include in its Resource Adequacy Plan the list of local resources that will meet its Local Capacity Requirement. These resources must be listed and submitted to the CAISO in the approved Resource Adequacy data template. The data templates will includes the generating units and system units within the City of Vernon's electric system.

(6) **Flexible Resource Adequacy Capacity Requirement:** On an annual basis, the CAISO conducts and publishes the results of a study that determines the Flexible Capacity Need for the CAISO Balancing Authority Area. The need for flexible capacity is a result of the CAISO managing a greener grid. The increase of variable energy resources and distributed generation has presented significant challenges to grid reliability. The CAISO determines and allocates the flexible resource adequacy requirement to each LSE. The tariff requires LSEs to have sufficient resources that could ramp up and down quickly and have the potential to start and shut down multiple times per day (i.e. flexible capacity). LSEs are required to include both annual and monthly Flexible Resource Adequacy capacity showings in the Resource Adequacy data template. The City of Vernon must then include in its Resource Adequacy Plan the list of Flexible Resource Adequacy resources that will meet its requirement. These resources must be listed and submitted to the CAISO in the approved Resource Adequacy data template.

Consistent with the CAISO Tariff requirements, staff has prepared the City of Vernon Gas & Electric Department's Resource Adequacy Plan for 2016 for City Council approval.

**Fiscal Impact**

There is no known fiscal impact.

**Attachment(s)**

None.

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND ADOPTING THE VERNON GAS & ELECTRIC DEPARTMENT RESOURCE ADEQUACY PLAN FOR 2016, WHICH INCLUDES THE PEAK DEMAND FORECAST, THE PLANNING RESERVE MARGIN, THE QUALIFYING CAPACITY CRITERIA AND THE QUALIFYING CAPACITY FROM SUCH RESOURCES, CITY'S RESOURCE ADEQUACY AND SUPPLY DATA AND APPROVES THE RESOURCES USED TO SATISFY THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR'S TARIFF REQUIREMENTS

WHEREAS, the City of Vernon (the "City") is a chartered municipal corporation of the State of California that owns and operates a system for the generation, purchase, transmission, distribution and sale of electric capacity and energy; and

WHEREAS, the City has executed a Metered Subsystem Agreement ("MSS Agreement") with the California Independent System Operator ("CAISO"); and

WHEREAS, the City is considered a Load Serving Entity ("LSE") under certain terms of the CAISO's Tariff ("Tariff"); and

WHEREAS, the Tariff requires each LSE to establish and submit to CAISO an annual Resource Adequacy Plan, which includes a peak Demand Forecast, a Reserve Margin, Qualifying Capacity Criteria, and a Supply Plan; and

WHEREAS, the Tariff requires each LSE to submit monthly Resource Adequacy Plans and Supply Plans; and

WHEREAS, the City has reviewed the historical and expected demand for and supplies of electricity within its distribution system, including the likely peak demand for electricity within the City's distribution system throughout 2016, the available generation and other capacity to serve that demand, and constraints which might impact the

availability of capacity to serve the City's projected peak demand; and

WHEREAS, based upon that review, the City finds that the peak demand for electricity within the City's distribution system throughout 2016 is likely to experience load growth of approximately 0% as compared to the same months of the prior year; and

WHEREAS, based upon that review, the City finds that the default 15% Reserve Margin set forth in the Resource Adequacy provisions of the MRTU Tariff is sufficient for planning purposes; and

WHEREAS, based upon that review, the City finds that the Qualifying Capacity Criteria specified in the City of Vernon Demand Forecast for 2016, Planning Reserve Margin, Qualifying Capacity Criteria and Annual Resource Adequacy and Supply Plan are sufficient and appropriate to be used in determining the amount of Qualifying Capacity needed to meet the City's projected peak monthly demand and 15% Reserve Margin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt under the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby approves and adopts the Gas & Electric Department Resource Adequacy Plan for Calendar Year 2016 (the "Annual Resource Adequacy Plan"), which includes the peak Demand Forecast, the Planning Reserve Margin, the

Qualifying Capacity Criteria and the Qualifying Capacity from such resources, the annual Resource Adequacy and Supply data, and the Resource Adequacy resources that will be used to satisfy the City's Local Capacity Requirement for 2016, which is attached hereto as Exhibit A.

SECTION 4: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 20<sup>th</sup> day of October, 2015.

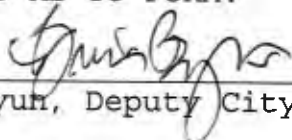
\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Mayor / Mayor Pro-Tem

ATTEST:

\_\_\_\_\_  
City Clerk / Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Brian Byun, Deputy City Attorney

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF LOS ANGELES        )

I, \_\_\_\_\_, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. \_\_\_\_\_, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, October 20, 2015, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this \_\_\_\_ day of October, 2015, at Vernon, California.

\_\_\_\_\_  
City Clerk / Deputy City Clerk

(SEAL)

# EXHIBIT - A

**City of Vernon**

**Gas & Electric Department**

**Resource Adequacy Plan**

**Calendar Year 2016**

**Background:**

The Resource Adequacy provisions of the CAISO's Tariff require the Scheduling Coordinator ("SC") of a Load Serving Entity ("LSE") such as the City of Vernon to establish and submit the following information upon approval from its Local Regulatory Authority. (1) a Coincident Peak Demand Forecast for its load, (2) a Reserve Margin used for planning purposes, (3) the Qualifying Capacity Criteria that will be used for determining qualifying resource types and the Qualifying Capacity from such resources, (4) an annual and monthly Resource Adequacy and Supply data, and (5) a list of the resource that will be used to satisfy the LSE's Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement showing.

Staff has prepared this "City of Vernon Gas & Electric Department's Resource Adequacy Plan for Calendar Year 2016 consistent with the CAISO Tariff requirements. The following is a discussion of each of the CAISO Tariff requirements and how the City will meet each requirement.

**Coincident Peak Demand Forecast:**

Vernon's municipal load resides within the CAISO control area. The CAISO, as the balancing authority, has the responsibility for meeting reliability criteria established by the Western Electricity Coordinating Council ("WECC"). As such the CAISO has entered into agreements with various market participants including, but not limited to, Generators, Scheduling Coordinators, Participating Transmission Owners, Utility Distribution Companies, and Metered Subsystems ("MSS"), which impose certain responsibilities on parties to establish a reliable system. One of those responsibilities is to have operating reserves that meet the WECC minimum requirements.

The CAISO's goal in considering reserve requirements is to balance available capacity with demand across the entire CAISO control area and, therefore, CAISO's primary concern is with the time and amount of peak demand on the CAISO-controlled transmission system (the "system peak"). In order to reduce demand during the period of the system peak (and, therefore, to lower the peak demand on the transmission system), utilities generally offer

retail rate structures designed to encourage load shifting away from the on-peak period. Such efforts are intended to achieve on-peak demand reduction and lower the need to build new generation to meet peak demand. Vernon has adopted such a rate structure and has succeeded in shifting the peak demand period for Vernon's system to a time that is generally earlier than the time of the CAISO system peak.

Vernon's share of needed capacity to meet CAISO control area capacity requirements may be established by determining the amount of Vernon's load that contributes to the CAISO system peak. Vernon's load that contributes to the CAISO system peak is the City of Vernon Coincident peak Demand. The process to establish Vernon's monthly coincident peak Demand Forecast consists of the following three steps:

#### **1. Establish Monthly Vernon System Peak Demand Forecast for 2016**

To establish Vernon's System peak demand forecast, Staff performs an analysis on the year to year change in the City's energy demand peaks during a five year period. Based on the results of the analysis, staff forecasts a load growth rate for the coming calendar year (Exhibit 1). This year's analysis shows that for the period between 2011 and 2015, the City of Vernon system peak demand has decreased 0.1%. Closer review of Exhibit 1 reveals that the decreases in system peak demand from 2013 to 2014 is 1.572%. Based on current load changes information projections available to the Department, including the fact that no significant new development in the city is likely to be finalized in 2016 that will lead to a significant increase in load, and in consideration of the recent history of years of stagnation, Staff concluded no load growth forecast is appropriate for calendar year 2016. Exhibit 2 shows the determination of the projected system peak demand for 2016 that incorporates a no load growth. The projected system peak demand for the City of Vernon is also shown below in Table 1.

**Table 1**

	<b>Projected Load</b>
<b>2016</b>	<b>MW</b>
<b>January</b>	174.11
<b>February</b>	176.16
<b>March</b>	177.55
<b>April</b>	174.99
<b>May</b>	169.81
<b>June</b>	179.29
<b>July</b>	186.37
<b>August</b>	192.33
<b>September</b>	190.23
<b>October</b>	182.28
<b>November</b>	176.00
<b>December</b>	179.43

**2. Establish Coincidental Peak Factor**

The coincidental peak factor is the percentage of the City of Vernon's energy demand at the time of the CAISO system peak demand. As set forth in Section 40 of the CAISO Tariff, the coincidental peak factor for each month has been calculated and provided to the City annually by the California Energy Commission (CEC). The monthly coincidental peak factor is shown in column E of Exhibit 3.

**3. Calculate Monthly Coincident Peak Demand Forecast**

The City of Vernon's Coincident Peak Demand forecast is calculated as the mathematical product of the City of Vernon's forecasted System peak demand and the coincidental peak factor. This reflects the City of Vernon's projected demand at the time of the CAISO system peak demand for each month. The monthly coincident peak Demand Forecast is calculated and shown in Exhibit 3 for the period of January through December 2016. It is also shown below in Table 2.

Table 2

	Demand Forecast
2016	MW
January	139.3
February	134.9
March	139.7
April	138.2
May	143.8
June	152.2
July	158.6
August	160.2
September	159.8
October	155.3
November	150.1
December	139.8

**Reserve Margin for Planning Purposes**

The Reserve Margin is the amount of Resource Adequacy Capacity that an LSE must maintain above its coincident peak Demand Forecast. Historically, the City of Vernon has established its Reserve Margin at 15%. Staff has recommended that the City Council maintain the Reserve Margin at 15% for planning purposes. The 15% Reserve Margin was used to establish the monthly Resource Adequacy obligation for the City of Vernon. The monthly Resource Adequacy obligation is listed in Exhibit 3.

**Qualifying Capacity:**

A Load Serving Entity must provide the CAISO with a description of the criteria that will be used to determine the type of resources that can be used to meet its capacity obligation and the amount of capacity (Qualifying Capacity) from such resources. Historically Vernon has used the following criterion to determine whether a resource qualifies: It qualifies if Vernon has a contractual right to the power or has an interruptible service agreement with a customer. The six following resources are among those that meet this criterion and provide

Qualifying Capacity. The calculation for the amount of Qualifying Capacity the six eligible resource types follows:

1. *CAISO IST-enabled Product.* Power supply contract/s entered through WSPP Agreement (MRTU Amendment) and defined as any SC-to-SC traded product for which an IST (Inter-SC Trades) can be submitted and for which CAISO will make payment or issue an invoice, including Energy, Tier I IFM Bid Cost Recovery Obligations and Ancillary Service Obligation trades, as each defined in the Tariff.
2. *Palo Verde.* Vernon Purchase Power Contract with SCPPA for 4.9% of SCPPA's share of Palo Verde Nuclear Generating Station (Palo Verde) shall be eligible as Qualifying Capacity. The power is scheduled as an import generally at Westwing Substation through the CAISO's entitlement of transmission from Westwing to SP-15.
3. *Boulder Canyon.* Contract NO DE-MS65-86WP39587 between United States Department of Energy Western Area Power Administration Boulder Canyon Project and City of Vernon, California for Electric Service shall be eligible to count as Qualifying Capacity. The power is scheduled as an import at Mead Substation generally through the CAISO's entitlement of transmission from Mead Substation to SP-15. The amount of Qualifying Capacity will be based on the most current schedule for the available capacity from the Boulder Canyon Project at the time of submittal of the Resource Adequacy Plan.
4. *Vernon Units.* Generating units and system units (but excluding Vernon diesel generating units) within Vernon's MSS including the Malburg Generating Station and the City owned H. Gonzalez units, as reflected in Schedule 14 of Vernon's MSS Agreement with CAISO shall be eligible to count as Qualifying Capacity. The amount of Qualifying Capacity of such units will be based on the projected dependable gross output capacity on a day when the ambient air temperature is 90 degrees Fahrenheit.

5. *Other Units.* All other capacity from a Participating Generator, a System Unit, or a System Resource, as defined in the CAISO Tariff, shall be eligible as Qualifying Capacity. System Resources, however, must have a firm transmission path from source to the CAISO control area. Such criteria for firm transmission facilities over the CAISO control area can be satisfied with the possession of a firm transmission right from the CAISO on the path associated with the System Resource. Firm transmission rights provide physical priority right to schedule over congested paths.
  
6. *Interruptible Service Agreements.* Interruptible Service Agreements with the City's Electrical customers. Currently Vernon has an Interruptible Service Agreement where the customer agrees to interrupt 12.65 MW of load within a 30 minute notification. A period of interruption can occur upon notification from the Independent System Operator (ISO) requiring the City to shed load or upon the unscheduled outage of the Malburg Generating Station ("MGS") or any other generating unit internal to the City's system.

Vernon will use the following scheduled outage criteria for determining the level of Qualifying Capacity ("QC") of any resource.

<b>Scheduled Outages</b>	
<b>Time Period</b>	<b>Description of How Qualifying Capacity of Resources Is Counted</b>
<b>Summer</b> May through September	Any month where days of scheduled outages exceed 25% of days in the month, the resource cannot be counted as Qualifying Capacity. If scheduled outages are less than or equal to 25% of the days in the month, the resource is counted as Qualifying Capacity.

<p><b>Non-Summer Months</b></p> <p>October through April</p>	<p>For scheduled outages of less than 1 week, the resource is counted as Qualifying Capacity.</p> <p>For scheduled outages of 1 week to 2 weeks, the Qualifying Capacity of the resource is prorated using the formula:  <math>[1 - (\text{days of scheduled outage}/\text{days in month}) - 0.25] * \text{MW} = \text{QC}</math>  The formula will allow resources to be counted at between 50% and 25% of what would otherwise be their Qualifying Capacity.</p> <p>For scheduled outages over 2 weeks, the resource cannot be counted as Qualifying Capacity.</p>
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**Annual and Monthly Resource Adequacy and Supply data:**

The CAISO Tariff requires that the scheduling coordinator of a load serving entity provide an annual and a monthly Resource Adequacy Plan (Section 40.2.2.4) using the required templates and submitted on the set schedules. Furthermore, the scheduling coordinator of a resource providing resource adequacy must submit both an annual and monthly Supply Plan (Section 40.4.7.1) using the required templates and submitted on the set schedules. Therefore, the City of Vernon as a load serving entity and a scheduling coordinator for resource adequacy resources must submit a Resource Adequacy and Supply Plan on the set schedules. Staff has prepared the Annual Resource Adequacy (Exhibit 4) and Supply data (Exhibit 5) for calendar year 2016. Staff will submit the monthly Resource Adequacy and Supply data to the CAISO as they become due. The data to be submitted on the monthly plans will be consistent with the Annual Resource Adequacy and Supply Plan and may be adjusted for seasonal variations as well as load and resource changes. The monthly plan is due to the CAISO 45 days prior to the beginning of the month.

**Local Capacity Area Resources:**

In accordance with Section 40.3 of the CAISO Tariff, CAISO annually publishes a Local Capacity Technical Study that determines the amount of local capacity needed in the Los Angeles Basin area that must be available to the CAISO. Based on the Local Capacity Technical Study, the CAISO allocates responsibility for Local Capacity Area Resources to the Scheduling Coordinators of the LSEs. The CAISO validates that the Scheduling Coordinator list enough local resources in its Resource Adequacy data templates to satisfy its

obligation. Staff has prepared the Resource Adequacy data templates (Exhibit 4) which lists the Resource Adequacy Resources including the Malburg Generating Station and the City owned H. Gonzalez units that will be counted on to satisfy the Local Area Capacity requirement for the City of Vernon.

**Flexible Resource Adequacy Capacity:**

In accordance with Section 40.10 of the CAISO Tariff, CAISO annually conducts a study to determine the Flexible Capacity Need for the CAISO Balancing Authority Area for each month of the next calendar year and provides the results of the study to each Local Regulatory Authority in the CAISO Balancing Authority Area. Flexible resources are resources with the potential to ramp up and down quickly and have the capability to start and shut down multiple times per day. The need for flexible capacity is a result of the CAISO managing a greener grid. The increase of variable energy resources and distributed generation has presented significant challenges to grid reliability. These types of resources are projected to continue to increase in the future which will create an increase in supply and load variability and unpredictability within the CAISO system. In order for the CAISO to efficiently operate the grid, it needs measures to ensure that flexible resources are economically bid into the CAISO markets and as a result optimally dispatch them.

The CAISO study calculates the total system amount of Flexible Capacity needed for each of the three Flexible Capacity Categories. The three categories are: (1) base ramping flexibility; (2) peak ramping flexibility; and (3) super-peak ramping flexibility. Section 40.10.3 of the CAISO Tariff sets the criteria needed by resources to qualify for each category. For the Calendar Year 2016, the CAISO has determined the system-wide Flexible Capacity needs and has notified each LSE their monthly requirement. Exhibit 6 lists the City's Flexible Capacity requirement by month and category. Furthermore, the CAISO has established the Effective Flexible Capacity for each resource and the category of Flexible Capacity each will qualify for the upcoming compliance year. For Calendar Year 2016, the CAISO has established 78 MW of category 1 base ramping flexible resources adequacy capacity for Malburg Generating Station, and 5.75 MW category 2 peak ramping flexible resources adequacy capacity for each H. Gonzales Unit (Exhibit 7). CAISO Tariff Section 40.10.5.1

requires the Scheduling Coordinators of LSEs to identify the resources it will rely on to satisfy its Flexible Resource Adequacy Capacity on both the annual and monthly Resource Adequacy data templates.

Staff has prepared the Resource Adequacy data templates (Exhibit 4) which lists the Resource Adequacy Resources including the Malburg Generating Station and the City owned H. Gonzalez units that will be counted on to satisfy the Flexible Resource Adequacy Capacity requirement for the City of Vernon.

# EXHIBIT - 1

Exhibit 1

5 year Sytem Peak Demand Analysis		
Year	Peak (B)	% Inc./Dec. (C)
1 2011	193.2	
2 2012	191.7	-0.818%
3 2013	194.0	1.226%
4 2014	191.0	-1.572%
5 2015	192.3	0.717%
6 Average	192.4	-0.1%

A Year

B Source: (City Historical Sytem Peak Load Data)

C % Increase/Decrease from previous year.

Note: The five year system peak demand average will not be used in this year's RA Plan. It has been determined that no load growth is appropriate for calendar 2016.

# EXHIBIT - 2

<b>January - December 2016 Projected Load</b>			
	<b>Month</b>	<b>2014-2015 (Actual City System Peak Load)</b>	<b>2016 Projected System Peak Load</b>
	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>
1	January '15	174.11	174.11
2	February '15	176.16	176.16
3	March '15	177.55	177.55
4	April '15	174.99	174.99
5	May '15	169.81	169.81
6	June '15	179.29	179.29
7	July '15	186.37	186.37
8	August '15	192.33	192.33
9	September '15	190.23	190.23
10	October '14	182.28	182.28
11	November '14	176.00	176.00
12	December '14	179.43	179.43

- A Month**
- B Source: (City Historical System Peak Load Data)**
- C Actual Load for 2014 and 2015**

# EXHIBIT - 3

January - December 2016 Resource Adequacy Requirement					
	Month	Vernon System Peak Demand	Coincidental Peak Factor	Coincident Peak Demand Forecast	RA Capacity Requirement
	(A)	(B)	(C)	(D)	(E)
1	January	174.1	80.0%	139.3	160.2
2	February	176.2	76.6%	134.9	155.2
3	March	177.6	78.7%	139.7	160.7
4	April	175.0	79.0%	138.2	159.0
5	May	169.8	84.7%	143.8	165.4
6	June	179.3	84.9%	152.2	175.0
7	July	186.4	85.1%	158.6	182.4
8	August	192.3	83.3%	160.2	184.2
9	September	190.2	84.0%	159.8	183.8
10	October	182.3	85.2%	155.3	178.6
11	November	176.0	85.3%	150.1	172.6
12	December	179.4	77.9%	139.8	160.7

A Month

B Source: (Exhibit 1 Column E)

C Source: CEC

D Product of B and C

E Product of D and 115% (115% reflects Planning Reserve Margin)

# EXHIBIT - 4



Report Type	Annual	(Monthly/ Annual)
Report Date	1/1/2016	(MM/DD/YYYY)
Name of Load Serving Entity (LSE):	City of Vernon	(Text Field)
Scheduling Coordinator (SCID):	VERN	(AAAA)
Planning Reserve Margin (%)	15.00%	(Percentage, %)

Person who prepared this RA Plan (Name): Efrain Sandoval (Text Field)  
 Title: Resource Scheduler (Text Field)

**Primary Contact**

Name: Efrain Sandoval (Text Field)  
 Title: Resource Scheduler (Text Field)  
 Address: 4305 Santa Fe Ave. (Text Field)  
 Address 2: (Optional, Text Field)  
 City: Vernon (Text Field)  
 State: CA (Text Field)  
 Zip: 90058 (Numeric)  
 Telephone: (323) 826-1424 (Numeric)  
 Email: esandoval@ci.vernon.ca.us (Text Field)

**Back-Up Contact**

Name: Abraham Alemu (Text Field)  
 Title: Electric Resource Planning and Development Manager (Text Field)  
 Telephone: (323) 583-8811 (Numeric)  
 Email: aalemu@ci.vernon.ca.us (Text Field)

# EXHIBIT - 5

Annual

<b>Resource Capacity Contract Number</b> Malburg Generating Station	<b>Resource ID in CAISO Master File</b> VERNON_6_MALBRG	<b>Flexible RA Capacity (MW 00.00 No Rounding)</b> 11	<b>RA Capacity Effective Start Date (mm/dd/yyyy hh:mm:ss)</b> 01/01/2016 00:00:00	<b>RA Capacity Effective End Date (mm/dd/yyyy hh:mm:ss)</b> 12/31/2016 23:59:59	<b>Flexible Category (1, 2, or 3)</b>	<b>SCID of Load Serving Entity</b> 1 VERN
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# EXHIBIT - 6

<b>January - December 2016 Flexible RA Requirement</b>					
		<b>Min. Base Flexibility Requirement</b>	<b>Peak Flexibility</b>	<b>Super Peak Flexibility</b>	<b>Total Flexible RA Requirement</b>
	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E)</b>
1	January '15	0.00	0.00	0.00	0.00
2	February '15	0.00	0.00	0.00	0.00
3	March '15	1.30	0.64	0.10	2.04
4	April '15	0.63	0.31	0.05	0.99
5	May '15	9.38	0.86	0.54	10.78
6	June '15	3.68	0.34	0.21	4.23
7	July '15	2.61	0.24	0.15	3.00
8	August '15	2.54	0.23	0.15	2.92
9	September '15	2.71	0.25	0.16	3.12
10	October '15	5.33	2.64	0.42	8.39
11	November '15	2.26	1.12	0.18	3.56
12	December '15	0.00	0.00	0.00	0.00

- A Month and Year**
- B Requirement for Category 1- Base Ramping Resources**
- C Maximum allowed use of Category 2- Peak Flexibility**
- D Maximum allowed use of Category 3- Super Peak Flexibility**
- E Total Flexible RA Requirement for City of Vernon**

# EXHIBIT - 7

Exhibit 7

January - December 2016 Effective Flexible Capacity			
		Effective Flexible Capacity	Flexible Capacity Category
	(A)	(B)	(C)
1	Malburg Generating Station	78	1
2	H. Gonzalez 1	5.75	2
3	H. Gonzalez 2	5.75	2

**A Designated flexible resource**

**B Designated Effective Flexible Capacity (Qualified Flexible Capacity by each Resource)**

**C Designated Flexible Capacity Category**



CITY CLERK'S OFFICE

OCT 15 2015

RECEIVED

# STAFF REPORT

HUMAN RESOURCES DEPARTMENT

RECEIVED

OCT 08 2015

CITY ADMINISTRATION

---

**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Teresa McAllister, Director of Human Resources Department *TM*

**RE:** Adoption of New City of Vernon Personnel Policy and Procedures, Criminal Background and Live Scan Policy I-13, Tattoo and Body Piercing Policy I-16, Alcohol and Drug-Free Workplace Policy III-1, Tardiness Policy III-4, and Administrative Manual Policies, Electronic Equipment and Systems Use Policy 5.1 and Mobile Communication Device Use Policy 5.2

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## Recommendation

- A. Find that approval of the proposed administrative and personnel policy and procedures in this staff report are exempt from California Environmental Quality Act ("CEQA") review, because it is a general policy and procedure making activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378. Furthermore, even if it were a project, because such activity will not have any effect on the environment, this action would be exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Adopt the attached new Personnel Policy and Procedures, Criminal Background and Live Scan Policy I-13, Tattoo and Body Piercing Policy I-16, Alcohol and Drug-Free Workplace Policy III-1, Tardiness Policy III-4, and Administrative Manual Policies, Electronic Equipment and Systems Use Policy 5.1 and Mobile Communication Device Use Policy 5.2 and incorporate into the Personnel Policies and Procedures Manual and Administrative Manual; and
- C. Authorize the City Administrator and the Director of Human Resources to execute and distribute the above-referenced policies to all employees.

## Background

The Human Resources Department is responsible for maintaining and managing the City's Personnel Policies and Procedures. Prior to 2013, a comprehensive review of the Personnel

Policies and Procedures had not been conducted in over twenty (20) years. In line with the City's good governance reforms, the City commenced and is continuing its comprehensive review of its policies and procedures, including the incorporation of new policies and programs designed to benefit the City, its employees, and surrounding communities.

To ensure a more efficient and effective method in maintaining and managing the City's personnel policies and procedures, the City Council on November 20, 2012, approved Resolution No. 2012-231 that incorporates all personnel policies into the *Personnel Policies and Procedures Manual*. The manual is designed to provide a uniform and consistent system for human resource administration throughout the City. In addition, the manual will provide employees with greater clarity with respect to personnel policies, and promote effective communication among managers, supervisors, and employees.

In furtherance of the City's good governance reform efforts, staff has presented the following policies for consideration by the City Council and adoption into the Personnel Policies and Procedures Manual and the Administrative Manual:

#### Personnel Policies and Procedures Manual:

- Criminal Background and Live Scan Policy I-13 (New) – The attached policy reinforces the City of Vernon's commitment to provide a secure and safe environment for its employees, volunteers, and members of the public. To this end, the City Council adopted a resolution authorizing the Human Resources Department and the Police Department to obtain State and Federal summary criminal background information from the Department of Justice and Federal Bureau of Investigation for employment purposes. The purpose of this policy is to ensure that the process for obtaining criminal background information is conducted in accordance with state and federal laws.
- Tattoo and Body Piercing Policy I-16 (New) – The attached policy is intended to define appropriate "personal business appearance" during normal business operations that complement an environment that reflects an efficient, orderly, and professionally operated organization.
- Alcohol and Drug-Free Workplace Policy III-1 (New) - The attached policy reinforces the City's zero-tolerance policy for the safety of its employees and the community we service. The policy also ensures compliance with the Drug Free Workplace Act of 1988.
- Tardiness Policy III-4 (New) – The attached policy establishes uniform standards for all employees for reporting to work on time under their established work schedule; and to establish a system to enforce these standards and guidelines.

#### Administrative Manual Policies

- Electronic Equipment and Systems Use Policy 5.1 (New) – This policy is to establish guidelines for the use of the City of Vernon's electronic information and communications systems, including activity involving City electronic equipment and communications use, network access, internet use, and recording and imaging devices.

Electronic mail and faxes, which are transported over the internet wired or wireless telephone or data systems, are also subject to all provisions of this policy.

- Mobile Communication Device Use Policy 5.2 (New) – This policy is to provide clear guidelines for the authorization, distribution and appropriate business use of Mobile Communication Devices (MCDs) by City employees and for the establishment of a cellular phone allowance.

In accordance with the Meyers Milius-Brown Act (MMBA), all policies were presented to the City of Vernon employee labor organizations to meet and confer on impacts to wages, hours and working conditions. As of October 13, 2015 all comments and feedback have been incorporated into the attached policies. However, the Vernon Firemen's Association (VFA) does not support the adoption of the Criminal Live Scan and Background Policy I-13. VFA expresses concern regarding the inclusion of disciplinary consequences for criminal violations that may not involve moral turpitude and/or are not committed in the course and scope of employment. Staff recommends adoption of the policy because the policy specifically states that the conviction may be disregarded if it is found and determined by the City Administrator that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction, and federal or state law does not require such disqualification or termination. Nothing in the policy shall be deemed to deny employees their disciplinary appeal rights under any applicable memorandum of understanding. The VFA has also acknowledged that the City satisfied its MMBA obligation to meet and confer on this policy.

### **Fiscal Impact**

There is a minor fiscal impact to adopt the Criminal Background and Live Scan Policy of \$82.00 for each new employee for the cost of the Department of Justice Criminal Summary Background. This amount can be absorbed in the Human Resources Department Line Item Budget – Pre-employment Physicals and Exams for fiscal year 2015-2016.

### **Attachment(s)**

1. Criminal Background and Live Scan Policy I-13
2. Tattoo and Body Piercing Policy I-16
3. Alcohol and Drug-Free Workplace Policy III-1
4. Tardiness Policy III-4
5. Electronic Equipment and Systems Use Policy 5.1
6. Mobile Communication Device Use Policy 5.2



**City of Vernon, California  
Human Resources Policies and Procedures**

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
City Administrator

*Number: I-13 Effective Date:*

**SUBJECT: CRIMINAL BACKGROUND AND LIVE SCAN POLICY**

**PURPOSE:**

The City of Vernon is committed to providing a secure and safe environment for its employees, volunteers, and members of the public. To that end, the City Council adopted a resolution authorizing the Human Resources Department and the Police Department to obtain State and Federal summary criminal background information from the Department of Justice and Federal Bureau of Investigation for employment purposes. The purpose of this policy is to ensure that the process for obtaining criminal background information is conducted in accordance with state and federal laws.

**POLICY:**

1. **Authority** - Under federal and state law, public agencies may enact policies that disqualify applicants with certain criminal convictions from employment positions if the conviction is relevant to the position in question. Furthermore, California Penal Code Section 11105(b)(11) and 13300(b)(11) permits cities to obtain state and federal summary criminal background information from the Department of Justice and the Federal Bureau of Investigation if the City Council has authorized such access and if the criminal background information is required to implement a statute, ordinance or regulation that contains requirements or exclusions based on specified criminal conduct. The City Council authorized the Human Resources Department and Police Department to access such State and Federal summary criminal background information from the Department of Justice and Federal Bureau of Investigation for employment purposes pursuant to Resolution Number 2015-08
2. **General** - The City shall not consider for employment, promotion, or lateral transfer a person or volunteer who has been convicted of a felony or a misdemeanor involving moral turpitude as provided in Section 4 of this Policy. A report of prior conviction or subsequent conviction may be cause for termination or separation of any employee or volunteer if the conviction is for a crime specified in Section 4 or subsections therein. However, the conviction may be disregarded if it is found and determined by the City Administrator that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction, and federal or state law does not require such disqualification or termination. Nothing in this policy shall be deemed to deny employees their disciplinary appeal rights under any applicable Memorandum of Understanding.

3. Criminal Record Background Checks - The City shall obtain criminal background information on all prospective full-time and part-time employees and volunteers, including police reserves, all current employees and volunteers who work with or supervise minors, and all employees considered for promotion who have not previously participated in the Live Scan process.

4. Specific Convictions and Positions

A. With respect to all prospective employees, current employees and volunteers, a conviction of any of the following Penal Code sections, shall be grounds for disqualification or termination unless mitigating circumstances exist or the conviction is not related to the employment in question:

- Section 68: Asking for or receiving bribes
- Section 72: Presentation of fraudulent claims
- Section 73, 74: Bribes for appointment to office
- Section 187, 189: Murder
- Section 192: Manslaughter; voluntary, involuntary, and vehicular
- Section 203: Mayhem
- Section 209: Kidnapping for ransom, extortion or robbery
- Section 211: Robbery - taking personal property in possession of an individual by force or fear
- Section 245: Assault with a deadly weapon
- Section 261: Rape
- Section 459: Burglary
- Section 484: Theft
- Section 490.5: Shoplifting
- Section 503: Embezzlement - fraudulent appropriation of property by a person to whom it has been entrusted
- Section 518: Extortion - obtaining property by a wrongful use of force or fear or under a color of official right

B. With respect to all applicants for and current employees and volunteers in positions who work with or supervise minors, in addition to Paragraph 4.A above, a conviction of any of the offenses specified in Public Resources Code Section 5164(a)(2) shall be grounds for disqualification or termination. Offenses specified in Public Resources Code Section 5164(a)(2) include are but not limited to:

1. Violations or attempted violations of Penal Code Sections 220, 261.5, 262, 273a, 273d or 273.5;
2. Sex offenses listed in Penal Code Section 290 (excluding Penal Code Section 243.4(d)), including, but not limited to, Penal Code sections 288 and 311.
3. Any crime described in the California Uniform Controlled Substances Act (Division 10 [commencing with Section 11000] of the California Health and Safety Code). However, with the exception of law enforcement, any marijuana conviction over two years old will not be considered.
4. Any felony or misdemeanor conviction within 10 years of the City's

request for background information for a violation or attempted violation of Chapter 3 of Title 8 of the Penal Code (commencing with Section 207), Sections 211 to 215, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022, in the commission of that offense, Section 217.1, Chapter 8 of Title 8 of the Penal Code (commencing with Section 236), Chapter 9 (commencing with Section 240), and for violation of any of the offenses specified in subdivision (c) of Section 667.5.

- C. With respect to all applicants for and current employees and volunteers in positions that work with public funds or public records, in addition to Paragraph 4.A above, a conviction of any of the following Penal Code sections shall be grounds for disqualification or termination:

Section 115, 115.3: Use of a false or forged public record or alteration of a certified copy of a public record  
Section 424: Embezzlement and falsification of accounts  
Title 13, Chapter 4: Any violation of forgery and counterfeiting

5. Responsibility of Applicant, Employee, or Volunteer

In compliance with Labor Code Section 432.9, after a determination is made by the Human Resources Department that the applicant meets minimum qualifications for a position, it is the responsibility of the applicant to report to the City, any conviction on any statutory violations in Section 4 above. A supplemental questionnaire will be provided to applicants.

The employee or volunteer shall report criminal convictions to his or her Department Head or his or her designee and the Human Resources Director if said conviction has the potential to affect the employee or volunteer's position of employment, fellow employees or the public. Alternatively, the employee or volunteer may report the information directly to the Human Resources Director.

6. Procedure for Criminal Background Records Checks

- A. Criminal record checks conducted pursuant to this Policy for applicants shall comply with applicable federal and state law and the following:
1. The City shall submit a completed Applicant Fingerprint Card to the Department of Justice and the Federal Bureau of Investigations accompanied by any other forms or information required by the agencies in order to obtain the criminal background information.
  2. Any information obtained from the Department of Justice or Federal Bureau of Investigations shall be used to determine whether the applicant is disqualified.
  3. The City shall expeditiously provide a copy of the information to the applicant to whom the information relates if the information is a basis for an adverse employment decision. When furnished other than in person, the copy shall be delivered to the last contact information provided by the applicant.

4. The City may promote, lateral transfer or hire a prospective employee contingent upon the results of the criminal background information received during the employee's probationary period. An employee hired pending the receipt of criminal background information, will be terminated if the employee is found to have falsified or omitted criminal background information on the Criminal Conviction Questionnaire. An employee promoted pending the receipt of criminal background information, may be returned to the position in which they previously held. However, if the position is no longer available an alternative vacant position may be offered and considered on a case-by-case situation. The alternative position may or may not be equal to the position previously held.
- B. The City shall enter into a contract with the Department of Justice and the Federal Bureau of Investigations whereby the City will be notified of any subsequent conviction or arrest information concerning an employee or volunteer.
1. Any information about an existing employee's or volunteer's conviction(s) shall be reported to the Human Resources Director.
  2. Upon receipt of information regarding a conviction, the Department Head or his or her designee, the City Administrator, the Human Resources Director and/or the City Attorney shall evaluate the effect and potential effect of the employee's or volunteer's conviction or arrest on his or her position of employment, fellow employees, and the public; and shall take appropriate action to maximize public safety and minimize potential liability.  
  
Upon discovery of any risk of greater liability to the City, employees and/or the public, the appointing authority may suspend, with the approval of the City Administrator, any regular full-time or part-time employee in accordance with applicable disciplinary procedures. All Civil Service employees are entitled to a pre-disciplinary hearing as provided by any applicable Memorandum of Understanding.
  3. Upon receipt of information regarding an arrest, if the Department Head or his or her designee, the City Administrator, the Human Resources Director and/or the City Attorney determine that the arrest involves allegations of conduct that, if proven to be true, would be sufficiently serious and job-related to disqualify the person from employment and/or to present a threat of harm to the City, its employees or the public, a limited independent investigation may be initiated and/or the City may take any other action they deem necessary, including but not limited to placing the employee or volunteer on administrative leave pending a decision resolving the matter. A "limited independent investigation" need not be of the same depth as may be an investigation undertaken to consider the imposition of discipline as to an employee. For example, such a "limited independent investigation" could consist of examination of arrest/crime reports and/or contact with involved law enforcement personnel.

4. Based on the "limited independent investigation", the Department Head or his or her designee, the City Administrator, the Human Resources Director and/or the City Attorney will determine whether there is reasonable cause to believe that charges resulting in the arrest are true, and whether the individual presents a credible threat of violence or other criminal activity that may affect City employees or the public. If it is determined that the evidence does support these findings, the City may take such actions as it deems necessary based on that evidence. Such actions may include, but are not limited to, placing an employee on paid administrative leave pending the resolution of the criminal case or the conclusion of a full independent investigation of the underlying facts, holding the decision on the employment of an applicant or new hire in abeyance, or rejecting an applicant or new hire.
5. Every employee or volunteer who has been hired or promoted subsequent to the adoption of this Policy, who passed the initial screening, must sign an acknowledgment that conviction of crimes listed herein or determined to be substantially similar by the City may be grounds for disciplinary action up to and including termination.

7. Confidentiality

State and federal summary criminal history information is confidential and shall not be disclosed, except to the Department Head on a need to know basis, Human Resources Director, City Attorney and City Administrator. Any persons having access to such information shall sign a form acknowledging that the information is confidential and that civil and criminal penalties, as well as dismissal from employment, may result if the confidential information is misused.

Pursuant to Penal Code Section 11077, the Attorney General is responsible for the security of Criminal Offender Record Information (CORI), and has the authority to establish regulations to assure the security of CORI from unauthorized disclosures. The following are requirements as prescribed by the State of California, Department of Justice, Bureau of Criminal Identification and Information, Field Operations and Record Security for any agency that maintains or receives criminal history information:

- A. *Records Security* - Any inquiries regarding the release, security or privacy of Criminal Offender Record Information (CORI) is to be resolved by the Human Resources Director or his or her designee.
- B. *Record Storage* - CORI shall be under lock and key by the Human Resources Department or Police Department who shall be committed to protect CORI from unauthorized access, use or disclosure. Fingerprint records such as fingerprint cards, "no criminal history" notifications and CORI history shall be destroyed by shredding once a hiring decision or volunteer qualification/disqualification determination has been made.
- C. *Record Dissemination* - CORI shall be used only for the purpose for which it was requested by Human Resources.
- D. *Record Destruction* - Unless a legitimate business need or statute requires retention, CORI and copies of same obtained for employment, licensing or

certification purposes shall be destroyed once a decision is made to employ, license or certify the subject of record.

- E. *Record Reproduction* - CORI may not be reproduced for dissemination.
- F. *Training* - The Human Resources Director and his or her designee with access to CORI are required:
  - 1. To read and abide by this policy.
  - 2. To have on file a signed copy of the Employee Statement Form for the Use of Criminal Record Information, which acknowledges an understanding of laws prohibiting misuse of CORI.
- G. *Penalties* - Misuse of CORI is a criminal offense. Violation of this policy regarding CORI may result in suspension, dismissal and/or criminal or civil prosecution.

**PROCEDURE:**

<b>Responsibility</b>	<b>Action</b>
Hiring or Promoting Department	1. Selects applicant and offers employment, or selects employee and offers promotion, based on successful background checking.
Human Resources Director or Designee	2. Processes fingerprints and submits to Department of Justice and/or Federal Bureau of Investigations. 3. Makes determination based on report and informs the City Administrator, City Attorney and the Department Head if unacceptable circumstances are found.
City Attorney and Department Head	4. In consultation with Human Resources Director, and the City Administrator, only if disqualification or termination is not required by law, determines whether any mitigating circumstances exist that permits disregard of the conviction or, for an applicant for promotion, discipline less than termination.
Human Resources Director	5. If the report is not acceptable and sufficient mitigating circum-

stances are not found, initiates in consultation with the City Attorney, the City Administrator and the Department Head, the action to be taken against applicant.

6. Sends disqualification letter if background on applicant for hire or promotion is unacceptable.
7. Continues with the hiring or promotion process if the report is acceptable or sufficient mitigating circumstances are found.



**City of Vernon, California  
Human Resources Policies and Procedures**

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
City Administrator

*Number: I-16 Effective Date:*

**SUBJECT: TATTOO AND BODY PIERCING POLICY**

**PURPOSE:**

It is the City's policy that personal work appearance should complement an environment that reflects an efficient, orderly, and professionally operated organization. This policy is intended to define appropriate "personal business appearance" during normal business operations.

For all Police Department personnel please refer to the Police Department's Tattoo and Body Piercing Policy.

For Fire Department personnel please refer to the Fire Department's Rules and Regulations regarding Tattoos.

**POLICY:**

Employees of the City of Vernon are required to project a professional appearance while at work. This policy shall apply when employees are engaging in official City business or are otherwise representing the City. All City employees are expected to maintain high personal and professional standards. One of the most noticeable expressions of these standards is personal appearance. All employees are representatives of the City and therefore personal appearance should:

1. Present a professional or identifiable appearance for external and internal customers as well as the public.
2. Promote a positive working environment.
3. Limit distractions caused by tattoos or body piercing.
4. Ensure and promote safety while at work.

## **Prohibited Tattoos and Body Piercings**

Some tattoos and body piercing are unacceptable for work at any time. The following list provides some examples, although it is not a complete list:

1. No tattoos are allowed anywhere on the head, face, or neck (excluding natural cosmetic for eyebrows, lips and eye liners).
2. Any visible tattoos shall not be obscene, sexually explicit, discriminatory to sex, race, religion, or national origin, and/or gang-related.
3. No visible tattoos or total combined area of tattoos shall be larger than 4 by 6 inches.
4. Any non-conforming tattoos will be covered with clothing or a bandage while at work or removed.
5. No objects, articles, jewelry (including ear lobe expanders) or ornamentation of any kind shall be inserted, attached to or through the skin if visible on any body part including the tongue, any part of the mouth, nose or cheek. Two set of reasonably-sized earrings may be worn in each lobe.
6. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.

If an employee has a question about how the tattoo and body piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

The City reserves the right to continue, extend, revise, or revoke this policy at its discretion. Exceptions or exemptions to this policy require the prior approval of the Department Head and the City Administrator. Employees who were employed prior to the adoption of this policy may request an exemption from his or her Department Head and the City Administrator; such exemptions shall be granted as long as visibility of the tattoo(s) and/or piercing(s) does not interfere with public safety or business operations of the City. On those occasions when an exemption is granted, employees should consult with their Department Director to ensure they present an appropriate personal and professional appearance and are not displaying items inconsistent with this policy.

## **Special Accommodations**

It is the intent of this policy to comply with all applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex, or national origin. The City will make every effort to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for said employees to comply fully with the tattoo and body piercing policy. Employees should contact their Department Head

to request such a reasonable accommodation. Department Heads and the Human Resources Department will work with the employee to develop a reasonable accommodation to meet the employee's specific needs while complying to the greatest extent possible with the general policy of the City of Vernon.

### **Disciplinary Action**

Department Heads and managers are responsible for enforcing the tattoo and body piercing policy in their areas of responsibility. This includes documenting incidents related to violations, monitoring situations to spot abuses, taking appropriate and timely action, and counseling employees who display inappropriate personal business appearance. Counseling shall be conducted in a discreet and private manner. If an employee's personal appearance fails to meet policy standards it will be considered as reporting not ready to work, and the employee may be sent home. Employees who are sent home to comply with this policy must utilize their own accrued leave time, or time off without pay. Subsequent violations of this policy may lead to progressive discipline, up to and including termination. Requests for advice and assistance in administering or interpreting this policy should be directed to the Human Resources Department.

### **PROCEDURE:**

<b>Responsibility</b>	<b>Action</b>
Human Resources	1. Employees shall receive the tattoo and body piercing policy upon commencement of employment and/or through initial email distribution and by posting it on the City of Vernon Human Resources web page.
Employees	2. Responsible for adhering to this policy.
Department Heads and Managers	3. Enforce the tattoo and body piercing policy in their areas of responsibility. If questionable or inappropriate tattoos and/or body piercing are displayed, the respective Department Head or department supervisor/manager will hold a personal, private discussion with the employee to advise and counsel the employee regarding the inappropriateness of the tattoo and/or body piercing.  If an obvious policy violation occurs, the Department Head will hold a private discussion with the employee and ask the employee to

cover the tattoo and/or body piercing, or to go home and change his/her attire immediately as appropriate.



Approved:

**City of Vernon, California  
Human Resources Policy and Procedure Manual**

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
City Administrator

*Number: III-1 Effective Date:*

**SUBJECT: ALCOHOL AND DRUG-FREE WORKPLACE**

**PURPOSE:**

To establish a zero-tolerance policy that maintains an alcohol and drug-free workplace and to ensure compliance with the Drug Free Workplace Act of 1988.

**BACKGROUND:**

The City and the public share an interest in a safe, healthy and productive workforce. City employees provide a variety of services. Many employees are responsible for or operate expensive, heavy and/or high-speed equipment or vehicles. Other employees are responsible for public safety and security. Some employees work with or around electrical power and are required to work in challenging environments.

The intent of this policy is to maintain a safe, healthy, productive workforce, and to eliminate and prevent substance abuse and its effects in the workplace. The City's concern is that employees be in a condition to perform their duties safely and effectively, in the interests of their fellow workers and the public, as well as themselves. For purposes of this policy, impair or impairment shall be considered use by an employee of alcohol and/or controlled substances, drugs, or medication, legal or illegal, which impairs an employee's physical and/or mental ability to perform safely and effectively the functions and duties of his or her position.

Both legal and illegal drugs can be broadly categorized as depressants, stimulants or hallucinogens. Most drugs, even in very low doses, may affect the capacity of an employee to carry out their duties safely. There are also a number of chemicals used in workplaces, which can have a similar effect of types of drugs. Where these are used,

training of hazard control should be employed and employees should be educated regarding the potential hazards.

**POLICY:**

The City of Vernon ("the City") is the recipient of federal funds that require certification and notification to employees regarding promoting and maintaining a drug-free workplace. In accordance with the requirements of 41 U.S.C. 702-706, the City is required to notify employees that:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by City employees is prohibited on any City worksite, or in any area controlled partially or fully by the City. Controlled substances are defined by Federal law (21 U.S.C.S. 812) to include any illegal drug or prescription drug which has not been prescribed for the individual by a licensed physician for the treatment of a current medical condition.
2. Any employee who violates the prohibition on controlled substances in a City workplace or in an area either partially or fully controlled by the City may be subject to disciplinary action up to and including termination.
3. All employees shall abide by this policy and report for duty without any foreseeable impairment of drugs and alcohol.
4. Employees are required to notify their Department Head or designee of any criminal drug statute conviction (include a plea of nolo contendere) for a violation occurring in the workplace or in the course of their employment no later than five (5) calendar days after such conviction.
5. When the City receives notice of such a conviction of an employee, the City will notify the Federal agency grant officer or other designee of the employee's conviction, in writing, within ten (10) calendar days.
6. Within thirty (30) calendar days of receiving notice of such a conviction, the City shall subject to any applicable legal procedures, undertake appropriate disciplinary action against such employee up to and including termination; and/or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
7. Counseling, rehabilitation and assistance for employees who have substance abuse problems is available through the City's Employee Assistance Program.

Additionally, substance abuse awareness programs are presented to inform employees about the dangers of drug abuse in the workplace.

8. The City of Vernon is not responsible for the costs of participation in programs under this policy. Employees may use options provided under their medical coverage.

**PROCEDURE:**

<b>Responsibility</b>	<b>Action</b>
Human Resources	1. Provides notice to employees of drug-free workplace policy. 2. Provides drug-free awareness information programs. 3. Offers drug counseling and rehabilitation programs through employee assistance program.
Employee	4. Notifies Department Head or designee of any criminal drug statute conviction for a violation occurring in the workplace within five days of conviction.
Department Head	5. Notifies City Administrator and Human Resources of the conviction of an employee. 6. Reports the conviction, in writing, within 10 days to the Federal agency grant officer or other designee of any individual who is convicted for a violation of a criminal drug statute occurring during the conduct of any grant activity.
Human Resources	7. Recommends appropriate disciplinary action to department.
Department Head	8. Takes appropriate disciplinary action up to and including termination; and/or requires employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved by a federal, state, or local health, law

enforcement, or other appropriate agency.

Employee

9. Participates in drug abuse assistance or rehabilitation programs, as required, utilizing their medical coverage.

Human Resources

10. Monitors disciplinary actions by department.



**City of Vernon, California**  
**Human Resources Policies and Procedures**

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
City Administrator

*Number: III-4 Effective Date:*

**SUBJECT: TARDINESS POLICY**

**PURPOSE:**

To establish uniform standards for all regular full-time and part-time employees for reporting to work on time under their established work schedule; and to establish a system to enforce these standards and guidelines.

**POLICY:**

To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting for scheduled work. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor on duty as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive to the workplace and may lead to disciplinary action, up to and including termination of employment.

A. Reporting to Work on Time

Employees are expected to report to their work station ready to commence work at the beginning of their established start time of their daily work schedule.

A violation occurs when an employee is not at his/her work station ready to commence work at their scheduled start time according to a specified work schedule as designated by employee's supervisor. Department supervisors are expected to monitor employee's violations based on the employee's approved work schedule, and to take corrective action in a timely manner.

Pre-approved temporary deviations from an employee's regular work schedule do not apply to this policy. An employee who wishes to begin or end work at a different time must obtain approval from his/her Department Head prior to working the different time.

B. Notification of Being Late to Work

An employee who anticipates being late to work is expected to notify their supervisor on duty before his/her scheduled start time or in accordance with established departmental policy established for organizational needs. The employee may not call and leave a message with another employee, but must

contact his or her supervisor or authorized designee on duty. If neither person is available, the employee should leave a message and contact the next person in their chain of command or follow departmental procedures. If the employee is not at his/her workstation ready to begin work at his/her designated start time, and has not called his/her supervisor, or designee, on duty, this will be considered an unexcused tardiness. Poor attendance and excessive tardiness are disruptive to the workplace and may lead to disciplinary action, up to and including termination of employment.

Employees are to adhere to all applicable laws regarding the use of mobile phones while driving. Should an employee be unable to call, employee shall notify his/her supervisor immediately upon arrival.

When an employee is late, they are required to submit a leave request form to deduct the time from any appropriate accrued time. However, a Department Head at their sole discretion may approve altering an employee's work schedule to make-up such time by working later, taking a shorter meal break, or making up time on another day within the pay period.

While exact hours are not tracked for FLSA exempt employees, they are still expected to comply with this policy. Please refer to Hours of Work Policy II-4 and exempt payroll reporting procedures.

C. Tardiness Violations

Department Heads and managers/supervisors are responsible for enforcing the Tardiness Policy in their areas of responsibility. This includes documenting incidents related to tardiness, monitoring situations to determine abuses, taking appropriate and timely action, and counseling employees who display excessive tardiness. Subsequent violation of this policy may lead to progressive discipline, up to and including termination. Requests for advice and assistance in administering or interpreting this policy should be directed to the Human Resources Department.

**PROCEDURE:**

**Responsibility**

**Action**

Department Head

1. Approves authorized work schedules

Employee

2. Reports to work station ready to commence work at the beginning of their scheduled start time.


3. Notifies supervisor, or designee, of anticipation of being late to work.

Supervisor/Manager

4. Documents and maintains records of late violations of employees under his/her supervision.

Department Head

5. Counsels employee informally on employee's first occurrence.
6. Prepares written notices of excessive late violations, to include review of attendance record, discussion of problem areas, and a statement of consequences if further violation of policy continues.
7. Informs employee of corrective action needed.

 <b>ELECTRONIC EQUIPMENT AND SYSTEMS USE POLICY</b>	<b>ADMINISTRATIVE POLICY MANUAL</b> Section 5.1 – Information Technology
	Approval: _____ <p style="text-align: center;">City Administrator</p>
<b>Effective Date:</b>	<b>Responsible Department:</b> City Administration Department - Information Technology Division

**PURPOSE:**

The purpose of this policy is to establish guidelines for the use of the City of Vernon's ("City") electronic information and communications systems, including activity involving City electronic equipment and communications use, network access, Internet use, and recording and imaging devices. Electronic mail and faxes, which are transported over the internet, wired or wireless telephone or data systems, are subject to all provisions of this policy.

**POLICY:**

The City's electronic information and communication resources, including all hardware, software, temporary or permanent files and any related systems or devices, are the property of the City of Vernon. These include, but are not limited to, the following: mobile and standard telephones, computers, portable communication/computing devices, network equipment, software, electronic mail, documents, spreadsheets, databases, calendar entries, Internet and Intranet webpages and postings, appointment records, task records, note any other work products which reside in part or in whole on any City electronic system or equipment, whether City-owned, rented or leased.

The City's electronic equipment and communication resources are for conducting City business and delivering City services, and are not intended for personal use.

Inasmuch as City electronic equipment and communication resources are not intended for personal business, no employee shall expect any right to privacy relative to the use of, the information transmitted by or through, or the contents stores upon any electronic device or system owned by the City. Regardless of whether the systems are used for conducting business and delivery of City services or for limited and incidental personal use, the City reserves the right to monitor electronic communications accomplished through City-owned equipment or while accessing the City's network, servers or computers, on an as-needed basis. Any equipment connected to the City's network is subject to the same criteria regarding privacy as City-owned equipment.

Employees who use City electronic information and communications systems in a manner not consistent with City policies may be subject to disconnection from the City network, and/or disciplinary action up to and including termination.

**SECTION 1. PERMISSIBLE USE OF CITY ELECTRONIC RESOURCES**

- A. Use of City computer and electronic communications resources by employees is authorized in support of the mission of the City and the administrative functions that support that mission.

- B. Employees are expected to abide by the standards of conduct delineated in all other chapters and sections of the City of Vernon Human Resources Policies and Procedures, and any Administrative Policies, Departmental and Operational Policies as they may be applied to the use of electronic communications, and the use and release of information.
- C. Employees are expected to use City electronic communications and network systems with a high degree of professional and personal courtesy. Employees must ensure that the tone and content of electronic communications are professional, exclude inflammatory remarks or inappropriate language, and do not improperly release confidential or legally protected information.
- D. Limited and incidental personal use of the City's resources such as Internet access and e-mail is permitted only as provided for in this policy. Employees may use City electronic information and communication systems and services for incidental personal use, provided that such use does not:
  - 1. Interfere with the City's operation of electronic equipment and communication systems and services;
  - 2. Interfere with the employee's job performance or other obligations to the City;
  - 3. Burden the City with any additional costs; or
  - 4. Create a security risk with regard to non-public information maintained and protected by the City. For purposes of this policy, non-public information shall be defined as data or information classified by policy, regulation, federal or state law as confidential, private, or privileged.
  - 5. If the City incurs additional costs for an employee's personal use of the City computer and electronic communication systems, the employee may be responsible for reimbursement to the City and may be subject to disciplinary action.
- E. Fire Department personnel scheduled on 24-hour shifts may use the City's electronic equipment and resources such as internet access and email during non-scheduled work hours (i.e.; 5:00 p.m.) so long as the use does not violate any prohibited used contained in this policy.

## **SECTION 2. PROHIBITED USE OF CITY ELECTRONIC RESOURCES**

- A. Employees shall not electronically post, send, copy or download material if any such action would constitute a violation of City, state, federal or international law.
- B. Employees shall not intentionally transmit, access, or store any material that is offensive, harassing, or threatening. Offensive material may include communications or images containing sexual implications or suggestions, racial slurs, or any sentiment that addresses age, gender, marital status, sexual orientation, religious beliefs, political beliefs, national origin, or mental or physical disability in a derogatory or discriminatory manner.
- C. It is a violation of this policy to transmit a message under another City user's name, to forge an e-mail message, or to impersonate another user.

- D. Unless specifically authorized by the City Administrator or his/her designee, employees may not represent the City or any City department in electronic communication consisting of any of the following:
1. Endorse, support, oppose or contradict any political campaign or initiative.
  2. Endorse, support, oppose or contradict any social issue, cause or religion.
  3. Endorse, support, or oppose any product, service, company, commercial entity, public agency or public entity.
  4. Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website.
  5. Any document put on the Internet by the employee that identifies the City or a department requires the appropriate Department Head's approval.
- E. Employees shall not use City electronic equipment for any activity directed at personal profit, including commercial solicitation or pursuing own business interests or those of another organization or agency.
- F. Downloading or installing software on any City computer or mobile device without the permission of IT is prohibited. Software requests must be registered with the IT helpdesk.
- G. Copying any City computer program for the purpose of using it on any other computer without the prior consent of the IT Manager or his/her designee is prohibited.
- H. Use, installation and/or distribution of computer games is prohibited.
- I. Connecting any device to the City's network, wireless or wired Internet, or any City computer without authorization by the IT Manager or his/her designee is prohibited.
1. Employees attending conferences, training, or other business meetings that are assigned laptop computers or other mobile devices may connect those devices to wireless or wired network services in the employee's home or at hotels, restaurants, airports, or other locations where network services are offered by commercial providers without permission of the IT Manager.  
  
Because the data is generally capable of being read by anyone with equipment to intercept the transmissions, employees must not transmit confidential information when connected to such networks.
  2. Requests to connect non-mobile equipment to any network or to connect mobile equipment to other private networks may be made through the IT Help Desk.
- J. City electronic resources and ancillary equipment may not be removed from the workplace except with the prior written or verbal permission of the employee's department head and IT Manager or their designees and only for job-related purposes.
- K. Any act in violation of any person's or corporation's protection under copyright, trade secret, patent or other intellectual property concepts is prohibited. This specifically includes, but is not limited to, the installation or distribution of "Pirated" software or multi-media products using City systems.

- L. Employees shall not perform any of the following: port scanning, security scanning, network sniffing, keystroke logging, or other IT information gathering techniques when not part of employee's job function.
- M. Employees shall not knowingly introduce any malicious computer program onto City systems.
- N. Employees shall not attempt to circumvent user authentication or security of any City Computer system.
- O. Employees shall not reveal individual or network passwords to third parties.
- P. Excluding City business, excessive use of City bandwidth or other computer resources is not permitted. Large file downloads or other bandwidth-intensive business tasks that may degrade network capacity or performance must be performed during times of low City-wide usage. Please consult with the I.T. Department for alternatives in use of bandwidth or downloading of large file.
- Q. Streaming media is allowed for job-related functions only.
- R. Peer-to-Peer (P2P) networking is not allowed on the City network under any circumstance.

### **SECTION 3. SECURITY**

#### **A. General Security**

Unauthorized access to any City networks, computer systems, and data is prohibited. Attempts to access unauthorized networks, computer systems, or data is equivalent to achieving unauthorized access and subject to disciplinary action up to and including termination. Employees should take reasonable efforts to avoid accessing network data, files, and information that are not directly related to his or her job function. Existence of access capabilities does not imply permission to use this access.

#### **B. User Account Creation & Termination**

1. Human Resources must notify the IT Staff in the event of a staffing change, which includes new employee activation, employment termination, employment suspension, or a change of job function (promotion, demotion, suspension, etc.).
2. Occasionally City guests will have a legitimate business need for access to the City network. When a reasonable need is demonstrated, temporary guest access is allowed. This access, however, must be restricted to only those resources that the guest needs at that time, and disabled when the guest's work is completed. All guest accounts must be approved by a department head and IT Manager.

C. **Passwords**

A secure password policy is perhaps the most important security control the City can employ.

1. Passwords should be comprised of a mix of upper and lower case characters; a mix of letters, numbers and special characters (punctuation marks and symbols); and be at least 8 characters. The disclosure of any employee's business application, network or e-mail account password or otherwise making the account available to any other person is prohibited.
2. Access to employee accounts can be granted to supervisory and management personnel by IT Department upon approval of the employee's department head, City Administrator or designee, or Human Resources Director.
3. Every workstation or computer server should be equipped with a password-protected screen-saver with the automatic activation feature set for no longer than 15 minutes. Exemptions may be authorized by the department head and the IT Manager.
4. In order to maintain good security, passwords should be periodically changed. At a minimum, users must change passwords every 180 days. The City may enforce compliance with this policy by expiring users' passwords after this or another time period.
5. Since compromise of a single password can have a catastrophic impact on network security, it is the user's responsibility to immediately report any suspicious activity involving his or her passwords to the IT Manager. Any request for passwords over the phone or e-mail, whether the request came from City personnel or not, should be expediently reported to the I.T. Manager. When a password is suspected to have been compromised the IT Staff will request that the user, or users, change all his or her passwords.

D. **Encryption**

Data encryption may be used only when necessary for the purpose of securing information, as according to City requirements for confidentiality.

1. Staff shall notify their supervisors of their intent to use encryption and explain how and why they intend to use it.
2. Once the approval is granted by the supervisor, staff shall give all encryption keys to their supervisors prior to use.

E. **Reporting Security Incidents**

A security incident can come in many forms: a malicious attacker gaining access to the network, a virus or other malware infecting computers, or a stolen laptop containing confidential data. When an electronic security breach is suspected, the City's goal is to

recover as quickly as possible, limit the damage done, and secure the network. If an employee suspects a security incident, especially the release of any confidential data, he/she must report the incident to the IT Department immediately.

#### **SECTION 4. PRIVACY AND ACCESS.**

##### **A. Right to Access**

Users have no expectation of privacy in anything they create, store, transmit or receive on the City of Vernon's network and computer system. All messages, data, photos and attachments transmitted, accessed or received over City networks are considered City records and are, therefore, the property of the City. The City reserves the right for any reason to access and disclose, when there is a legitimate business purpose or legal requirement to do so, all messages and/or electronic data sent over its network or stored in its files. The City has the right to delete or retain any or all electronic files including e-mail of a City employee who is no longer employed by the City.

The City does not systematically inspect all records, and relies on employees to report offensive or inappropriate material to their supervisors and/or Human Resources.

##### **B. Public Nature of Electronic Communications**

Unless legally protected from disclosure, electronic communications on City-issued equipment may be a public record like any other public document. Any communication created, received, or saved on City networks or systems may be construed to be a public document, and thus may be subject to legal requests for public disclosure.

#### **SECTION 5. E-MAIL**

##### **A. Use**

1. Use of third party e-mail providers, such as Yahoo or Gmail, for any City business or communications is prohibited;
2. The forwarding of chain letters, junk mail, personal mass mailings, etc. is prohibited;
3. All messages distributed via the City network or e-mail system, including personal e-mails, are property of the City of Vernon.
4. If additional costs for users' personal use of the City e-mail system are incurred, users may be responsible for reimbursement to the City as appropriate.
5. Employees should not open e-mail attachments from unknown senders, or when such attachments are unexpected.
6. E-mail systems were not designed to transfer large files and as such e-mails should not exceed 30 megabytes in total file size including attachments. Please consult with the I.T. Department for alternative transfer of large files.
7. Users are prohibited from deleting e-mail in an attempt to conceal a violation of this or another City policy. Further, e-mail must not be deleted when there

is an active investigation or litigation where that e-mail may be relevant. Employees should consult the City Attorney's Office with regard to the handling, printing and retention of electronic records or files.

## **SECTION 6. SOCIAL MEDIA & NETWORKING**

### **A. Identification as a City Employee**

Where it is evident from the posting that the poster is an employee of the City, any ideas or opinions expressed must be clearly identified as being those of the poster and not those of the City. Specifically, the poster may not represent the ideas or opinions of the City or any City department in social media and networking communication consisting of any of the following without the approval of the City Administrator or his/her designee:

1. Endorse, support, oppose or contradict any political campaign or initiative.
2. Endorse, support, oppose or contradict any social issue, cause or religion.
3. Endorse, support, or oppose any product, service, company, commercial entity, public agency or public entity.
4. Personal social media accounts and/or postings should not include any City and/or City department logos, images, insignias, and emblems in a manner that appears to represent the ideas or opinions of the City or any City department.

### **B. Release of Confidential Information**

Employees are expressly prohibited from releasing any privileged personal or confidential information related to the City or its employees on any social networking sites.

### **C. Prohibited Use During Safety Calls for Service**

At no time during a response to a call for service will any public safety employee make any posting or send any message or notification to any social networking site or texting resource/outlet that comments in any way upon that departmental response, unless directed to do so by a commanding officer/supervisor, and as part of a tactical response to that call for service.

## **SECTION 7. PHOTO & ELECTRONIC IMAGING**

- A. Any scene photography/video by City employees in the course and scope of their employment shall be for clinical, documentation, or training purposes only, and conducted by or at the direction of a department head or designee.
- B. Any photography/video containing identifiable medical patient information is covered by health privacy laws and shall be protected from disclosure in accordance therewith.

- C. No images taken by a City employee in the course and scope of his/her employment may be used, printed, copied, scanned, e-mailed, posted, shared, reproduced, or distributed in any manner without the approval of the department head or designee.

**SECTION 8. VIRTUAL PRIVATE NETWORK (VPN) – REMOTE ACCESS TO CITY RESOURCES**

A. **Definition**

The Virtual Private Network ("VPN") Policy applies to all City of Vernon employees, subject to overtime standards as provided for by law, and extends to others offered access to City resources. The VPN extends the City's private network across a public network, such as the Internet. It enables a computer to send and receive data across shared or public networks as if that computer were directly connected to the City's private network, while benefiting from the functionality, security and management policies of the private network. The City's VPN allows employees to securely access the City's intranet while traveling outside of the office.

B. **Acceptable Use**

VPN is available to employees for the purpose of providing an effective method to communicate, increase productivity, perform research and obtain information that will assist in performing job related tasks. Employees shall use good judgment at all times when using the VPN.

Employees must submit a request for approval to the IT Department for any remote connections to the City network, and VPN access may be revoked at any time.

C. **Overtime Use:**

Under various labor laws and Union/Association agreements, employees of the City, other than FLSA exempt employees, must be compensated with applicable overtime pay for any work performed outside of normal duty hours.

It is the policy of the City to avoid overtime work whenever possible. Any work conducted on the City's VPN must be completed during the employee's normal work period. Work conducted on the VPN outside of the normal work period for that employee must be pre-approved by the department head, and be consistent with the City's overtime policy.

1. Non-exempt employees may not remotely access the City's electronic communication resources for any purpose outside of business hours other than for resolving scheduling questions, unless pre-approved by the employee's department head.
2. All pre-approved overtime work performed through remote access to the City's electronic communication resources must be reported on the employee's payroll record on a weekly basis during the pay period in which it was earned.
3. Employees may not access the City's systems remotely with the intention of waiving their right to overtime compensation. That right cannot be waived under the terms of labor laws and is forbidden by this policy.

4. Supervisors and managers are responsible for enforcing the provisions of this section at all times. Specifically:
  - a. Employees shall be immediately informed of a detected violation of the policy by any supervisor or manager who receives information to that effect. Appropriate disciplinary action may be taken.
  - b. Supervisors and managers shall not give direct or tacit approval of any employee's violation of this policy by granting overtime approval in violation of City or departmental guidelines or by accepting the employee's response when the response is generated outside of normal work hours and proper approval to work the overtime has not been given. If an employee works overtime without authorization, he or she is entitled to compensation for the overtime work, but may be subject to discipline.

## **SECTION 9. CONFIDENTIAL DATA**

1. E-mail messages sent to and received from attorneys representing the City may contain confidential and/or privileged communications. Attorney-client communications and attorney work product should never be distributed or copied without the express permission of the City Attorney's Office.
2. Except for certain authorized staff or as otherwise permitted by law, employees are prohibited from accessing or attempting to access or disclose any secured confidential, personal or medical information on any City computer system.


## Electronic Information and Communication Systems Policy Acknowledgment

I, \_\_\_\_\_, have read and understand Administrative  
Policy  
(Print Name)

Manual Chapter 5, Article 1 – **ELECTRONIC INFORMATION AND COMMUNICATION  
SYSTEMS POLICY** and agree to comply with the requirements of the policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

 <b>MOBILE COMMUNICATION DEVICE USE POLICY</b>	<b>ADMINISTRATIVE POLICY MANUAL</b> Section 5.2 – Information Technology
	Approval: _____ <p style="text-align: right;">City Administrator</p>
<b>Effective Date:</b>	<b>Responsible Department:</b> City Administration – Information Technology Division

**PURPOSE:**

The purpose of this policy is to provide clear guidelines for the authorization, distribution and appropriate business use of Mobile Communication Devices (MCDs) by City employees and for the establishment of a cellular phone allowance.

**POLICY**

The City of Vernon recognizes that cellular MCDs enhance the level of City services by allowing employees to remain in contact with the office or with one another as the need arises. Technology has now made MCDs both practical and economical for work-related use and this policy establishes procedures and conditions for their authorization and use to ensure accountability and to prevent improper use. This policy applies to the use of City issued and personal MCDs for City business. The City shall ensure that cell phone use is appropriate and that public funds are prudently spent. The use of licensed emergency frequency radio communication devices by personnel are excluded from this policy.

**SECTION 1: DEFINITION**

MCDs include any mobile communication device that provides for voice and/or data communications between two or more parties including, but not limited to, a cellular telephone, a text message device, a personal digital assistant, a smart phone, an air card, or a tablet that utilizes a wireless signal to provide Internet access.

**SECTION 2: ELIGIBILITY**

A. Employees with a demonstrated need for regular use of a MCD for City business may, at the discretion of the City Administrator, be provided with a City issued MCD or a stipend for use of their personal MCD for City business. It is exclusively the decision of the City as to which option to provide where such a need exists. The following criteria will be considered:

1. Departmental requirements indicate having an MCD is an integral part of performing the duties in the job description.
2. Employees who operate frequently in the field and use their MCD during the course of the business day to communicate with remote City locations, with support vendors, with members of the public, or who may receive regular city business phone calls while off-duty.
3. Required to be on-call outside of normal work hours.

4. Critical decision maker.
5. Quantity of calls/minutes used.
6. Need for access and frequent updates to calendar, email, contacts, and files while not in the office.

B. Employees must submit a MCD Justification Form to receive assignment of any MCD.

### **SECTION 3: PLAN TYPES**

The City provides for a two-tier MCD system.

A. **City-Issued MCDs:**

1. The City contracts with a service provider for a pool of minutes to be accessed by users using a City-issued MCD. All City-issued MCDs are a public resource, meant for expediting City business, and are intended for official City business. The City recognizes that unforeseen circumstances may develop in which personal calls result in incidental use. When personal use is found to be excessive or abusive, employees may be required to reimburse the City for the charges within a month of the City's receipt of the bill. Failure to reimburse the City for excessive or abusive personal use may result in disciplinary action.
2. Employees should immediately report unauthorized use, theft or loss of a City-issued MCD or accessory to their supervisor and/or Department Head and the City Information Technology staff. In the case of a lost or damaged City-issued MCD or accessory, the employee may be responsible for reimbursing the City for the value of the equipment if the employee is determined to be negligent for its loss.
3. Communications via City-issued MCDs may be subject to discovery via the Public Records Act.

B. **Monthly MCD Stipend:**

The City issues reimbursement stipends to eligible employees who in turn provide their personal MCD to use for City business.

1. In lieu of a City-issued MCD, an employee may be paid a stipend for use of their personal MCD for City business. The City Administrator will determine which employees will be eligible.
2. Stipend allowances will initially be set as provided below. The IT Manager may recommend adjustments to the rates based on the current market. Stipend levels will be set at the beginning of each fiscal year and will remain unchanged until the following fiscal year.
  - a. \$25 per month for cellular only
  - b. \$45 per month for cellular and data.

3. The monthly stipend is intended to cover the portion of an employee's MCD costs related to City business, and not off-set the entire cost of a MCD's cellular or data plan.
4. The stipend allowance is not a wage substitute and is not considered taxable income to the employee. The stipend does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to annual raises, job upgrades, benefits based on a percentage of salary, etc.
5. Employees who receive a stipend must provide the City a cell phone number where the employee can be reached. Repeated failure to respond to calls may lead to revocation of a MCD stipend.
6. The MCD will be personally owned and under the responsibility of the employee.
7. Employees approved to receive a stipend shall be responsible for purchasing their own MCD and enrolling it in their own monthly access plan.
8. Non-FLSA Exempt employees shall not use their MCD for City business during non-working hours without prior approval from their supervisor.
9. An employee receiving a stipend must be able to show, if requested by his/her Department Head or the City Administrator, a copy of his/her monthly MCD cellular or data plan charges. Employees should redact any personal or confidential information from the document prior to providing to the City. If the employee terminates the MCD cellular or data plan at any point, he/she must notify his/her Department Head within five (5) business days to terminate the stipend.

#### **SECTION 4. SAFETY**

- A. Except in the case of an emergency, employees shall not use MCDs while driving unless the device is specifically designed and configured to allow hands-free listening and talking (California Vehicle Code 23123 (a)). Such use of a city-issued MCD shall be restricted to business related calls or calls of an urgent nature while driving.

This pertains to:

1. City-issued MCDs
2. Personal MCDs while being used for City business
3. City vehicles
4. Personal vehicles driven on-duty

- B. With the exception of an emergency, employees shall not operate MCDs that may distract from safely operating a motor vehicle. Using MCDs while driving leads to increased risk of accident and liability to the City. To limit this risk, all employees shall adhere to the following while conducting City business:

1. Use a hands-free device if employee must make or receive a call.

2. Make calls before starting the vehicle and proceeding to your destination.
  3. Pull over or park in an appropriate manner before initiating a call.
  4. Allow voice mail to handle the incoming calls and return them at your safe convenience.
  5. Calls, except emergencies, while operating a City-owned vehicle are prohibited.
  6. Suspend conversations during hazardous driving conditions or situations.
  7. Do not take notes, look up phone numbers, or text message while driving.
- C. Subsection B above does not apply to emergency services professionals using an MCD while operating an authorized emergency vehicle, as defined in Section 165 CVC, in the course and scope of his or her duties (authority under 23123(d) CVC)

## **SECTION 5. SECURITY**

### **A. Secure Usage**

1. Downloading or installing software, applications or programs on any City-issued MCD without prior authorization by the IT Manager or designee is prohibited.
2. Connecting (excluding business use) any MCD to the City's network, wireless or wired Internet, or any City computer without prior authorization by the IT Manager or designee is prohibited.  
  
Downloading and streaming (excluding business use) materials, including, but not limited to music, video, electronic literature, ringtones or copyrighted material to any City-issued MCD is prohibited except where the City owns the right to use or distribute the copyrighted material.
3. Any equipment connected to the City's network is subject to the same criteria regarding privacy as City-owned equipment.
4. Sending or forwarding discriminatory, defamatory, obscene, offensive, racist, sexually suggestive, or harassing messages via City-issued equipment is expressly prohibited.
5. By using an assigned MCD, employees accept responsibility for their use and security.

### **B. Confidential Data.**

1. E-mail messages sent to and received from attorneys representing the City may contain confidential and/or privileged communications. Attorney-client communications and attorney work product should never be distributed or copied without the permission of the City Attorney's Office.
2. Except for certain authorized staff or as otherwise permitted by law, Users are expressly forbidden from accessing or attempting to access or disclose any secured confidential personal or medical information on any computer system.

**SECTION 6. PRIVACY**

When using a City-issued MCD, or when conducting City business on a personally owned MCD, employees should have no expectation of privacy in anything they create, store, send or receive via the City's network or server.

RECEIVED

OCT 15 2015

CITY CLERK'S OFFICE



RECEIVED

OCT 14 2015

CITY ADMINISTRATION


## STAFF REPORT HUMAN RESOURCES DEPARTMENT

A handwritten signature in black ink, enclosed within a hand-drawn circle.

---

**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Teresa McAllister, Director of Human Resources Department 

**RE:** City Council Will Receive a Presentation on the Goals and Accomplishments of the Human Resources Department

---

### Recommendation

- A. Find that the update on the goals and accomplishments of the Human Resources Department is exempt from California Environmental Quality Act ("CEQA") review, because it is a general policy and procedure making activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378. Furthermore, even if it were a project, because such activity will not have any effect on the environment, this action would be exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Receive and file this report.

### Background

As part of the good governance reform, the City of Vernon hired Teresa McAllister, Director of Human Resources on September 4, 2012 to oversee all salary and benefit studies, assist departments in the hiring process, manage employee complaints and/or grievances, provide new employee and City Council orientations, and update all personnel rules and regulations.

During the last three (3) years, the Human Resources Department has re-established itself as a key and critical department to provide core human resource services, and attentiveness to all City of Vernon employees and departments. The mission, vision and values of the Human Resources Department is to provide exceptional and knowledgeable human resources support to the various departments on personnel related matters and assist in the hiring and retention of talented people who are self-motivated in order to deliver a high quality of service.

This is achieved by ensuring a safe and rewarding work environment that attracts, retains, and develops professional employees. The department's function is to protect the dignity of individuals, honoring their right to fair consideration in all aspects of employment and career without regard to race, sex, religion, age, political beliefs, national origin, or marital status.

The department is responsible for the City's compensation plan, benefits, training programs, and risk management for all employees and retirees. To fulfill its mission, the department conducts the City's recruitment, testing, and selection process, oversees labor relations and enforces and ensures compliance with the City's Personnel Policies and Procedures, MOUs and Federal and State Laws concerning labor negotiations, grievances and disciplinary actions.

In line with the City's good governance reform efforts, Human Resources staff in cooperation with various departments, and employee labor groups have made significant accomplishments over the years as follows:

- In 2012, staff introduced the PARS Early Retirement Incentive Program resulting in citywide savings of approximately \$1.9 in year one and \$8.1 savings over 5 years.
- Implemented a merit based personnel system for the administration of City personnel and centralized the hiring authority and personnel matters within the office of the City Administrator. The personnel merit system provides the means to appoint and promote City officers and employees on the basis of merit, with due regard for equal opportunity in employment, and free of personal consideration and political coercion.
- Coordinated the Citywide Classification and Compensation Study. The City had not conducted a comprehensive classification and compensation system-wide study in over five years. Over the years, this has resulted in misalignment of how classifications are used in terms of assignment and level of responsibility, making it difficult to maintain internal equity. A comprehensive classification plan is an integral component of employer organizational procedures to ensure maximum effectiveness. The citywide classification and compensation study resulted in one-hundred eighteen (118) updated and new classification specifications and a comprehensive classification and compensation plan.
- Negotiated with six (6) employee labor organizations resulting in five (5) two-year Memoranda of Understanding (MOU) and one (1) three-year MOU. City staff and representatives of each of the employee labor organizations met on numerous occasions and conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment. As a result, the City of Vernon and its employees approved a MOU effectuating various provisions related to salaries, fringe benefits and other terms of employment for represented employees.
- Implemented the City of Vernon Personnel Policies and Procedures Manual to ensure a more efficient and effective method in maintaining and managing the City's personnel

policies. The manual is designed to provide a uniform and consistent system for human resource administration throughout the City. It will promote effective communication among managers, supervisors, and employees. The manual will provide specific information that secures the organizational interests and operational effectiveness of the City of Vernon while maximizing the potential for high performance by staff. To-date there have been forty-three (43) new and revised policies adopted by the City Council including a Workplace Injury and Illness Prevention Manual.

- Implemented the Human Resources Management System (HRMS) and Online Applicant Tracking Module using the Eden and NeoGov platforms. The implementation of these modules significantly reduced staff time to focus on more critical aspects of human resources management. The HRMS provides staff with the capacity to monitor and manage employee benefits, track and report on application processes, and screen and conduct recruitment operations and personnel actions from a centralized computer terminal. The HRMS saved staff time and increased productivity.
- Implemented various employee morale and communication events such as, the Halloween Contest, Employee Service Awards & Holiday Celebration, Employee Quarterly Informational Meetings, Employee Bar-B-Que, Health and Wellness Fair, VEEP Awards, re-implemented the employee newsletter (Vernonite) and Safety Committee, and introduced the employee on-line suggestion box. Employee morale and professional development programs create achievement-driven cultures, increases productivity of the workforce, and maximizes and identifies potential talent and resources for future leadership.
- To ensure effective delivery of services, hired two (2) new staff, Senior Human Resources Analyst and Human Resources Assistant. Provided cross-training within the department whereby providing staff the knowledge and skills to better serve our customers. Cross-training will ensure the City will have trained, quality human resources staff to efficiently and effectively provide services into the future.
- Implemented the City of Vernon College Volunteer Internship Program to provide valuable on-the-job practical training and opportunities for College students to gain work experience in a City government environment. The program exposes students to careers in local government while developing and/or enhancing their professional skills and abilities in a hands on work environment while applying their academic knowledge. To-date, ten (10) volunteers have been utilized by City departments to assist in various work projects.
- Increased job applicant pool in an effort to attract and retain the best-qualified personnel. Human Resources staff has promoted internships and job opportunities through participation in local job fairs and outreach to various local colleges.

In 2015, the department continued to ensure timely recruitments by maintaining an average day of hire on approximately seventeen (17) recruitments at 90-days or less beginning from the date of recruitment to hire date. These recruitments entailed processing 1,449 applications. The department administered nine (9) written/performance exams, submitted over 2,590 recruitment related notices, and coordinated six (6) oral board panels.

The Department continues to support “Going Green” and offers employment opportunities through e-mails to local cities and colleges and via an on-line electronic employment application.

- Updated the Citywide Fringe Benefit and Salary Resolution to ensure an efficient and effective method to provide a uniform and consistent application for human resources benefits and salary administration throughout the City.
- Implemented Employee Development & Succession Planning Training. Approximately thirty-two percent (32%) of the workforce will be eligible for retirement within the next 3-5 years. It is imperative that the city maximizes its current resources and identify new potential talent and resources for future leadership.
  - Provided performance evaluation training to all supervisors and managers to ensure goals, objectives and plans for professional development are identified for all employees.
  - A series of leadership & management/supervisory skills training for all employees is scheduled for November 2015. Enhancing the skills, abilities, and training of employees ensures a competent workforce and sustainability of programs and services offered to residents and businesses.
  - Provided Generational Training to all employees to identify the challenges and opportunities that exist with all of the various generations found in today’s workplace. The workshop focused on recognizing and optimizing generational differences, communication, and inclusion.
- In 2015, conducted twenty (20) surveys to compile statistical data for the purpose of 1) developing new job classifications that will provide career ladders and establish more stability in delivering services to the City of Vernon 2) making informed decisions 3) to develop new policies and procedures impacting the organization.
- As a result of the CalPERS audit, five (5) former employees are awaiting CalPERS Administration Law Judge adjudication. All other matters have been finalized and staff has taken all necessary corrective actions as instructed by CalPERS to-date.

- Good Governance Reforms

As of October 13, 2015, one (1) final Human Resources' good governance reform is pending a response from JLAC.

Item 9 - To ensure that it develops complete and appropriate personnel policies and procedures, the new Human Resources Director should ensure that the City's policies and procedures include, at a minimum, an improved methodology for and analysis of future salary surveys, ensuring that they are performed by staff or a consultant with experience and expertise in the area of salary surveys.

- JLAC's response: The policies that the city reference do not address our recommendation, specifically, they do not include "an improved methodology for and analysis of future salary surveys, ensuring that they are performed by staff or a consultant with experience and expertise in the area of salary surveys"
- City's response: It is not feasible to outline a specific methodology for salary surveys in the policies themselves, as most components of any particular salary survey are mandatory negotiable items under the Meyers Milias Brown Act. The policies place the responsibility of plan maintenance, which would include the conduct or oversight of salary surveys, with the HR Director, which is the staff position with the most experience and expertise in the area of salary surveys.

- Health and Safety

On October 8, 2015 the City hired an Industrial Hygienist to perform an assessment and review of the Health and Public Works Department's safety procedures, processes and policies. The Industrial Hygienist will provide expertise consultation on the departments' safety compliance and best practice procedures. The final report will be provided to the City Administrator in early November 2015.

In conclusion, the Human Resources Department is well established to assist all City departments in providing the best possible services to city residents, the business community and the general public by ensuring a safe and rewarding work environment that attracts, retains and develops professional employees.

Attachment(s)

1. None

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OCT 14 2015

CITY ADMINISTRATION

## STAFF REPORT

### DEPARTMENT OF PUBLIC WORKS, WATER AND DEVELOPMENT SERVICES

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Samuel Kevin Wilson, <sup>W</sup> Director of Public Works, Water and Development Services  
Scott B. Rigg, Public Works and Water Superintendent <sub>SR</sub>

**RE:** Change Order No. 2 to Contract No. CS-0533, General Pump Company

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#### Recommendation

- A. Find that Change Order No. 2 for the installation of a 4-inch Swage Patch at Production Well No. 16, attached hereto, is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301, subsections (b) and (d), because the project involves negligible or no expansion of use beyond that existing at the lead agency's determination; and
- B. Ratify the approval of Change Order No. 2 to Contract No. CS-0533 with General Pump Company, Inc., expanding the services to include the installation of a 4-inch Swage Patch at Production Well No. 16, at a not-to-exceed cost of \$10,850.00.

#### Background

Production Well No. 16 (well), located at 4305 Santa Fe Avenue, in Vernon, CA, had its drive motor and pump unit replaced by Weber Water Resources, Inc., in 2014 due to a decrease in its production capacity. Upon completion of the motor and pump unit installation, the well was test pumped to quantify the production capacity in terms gallons per minute (gpm). Subsequent testing found that the well could produce no more than 700 gpm as a result of plugged perforations in the well-shaft and that rehabilitation of the well-shaft would be required to clear the perforations.

On April 7, 2015, the Vernon City Council approved Contract No. CS-0533 for the Rehabilitation of Production Well No. 16 to General Pump Company. Upon completion of the initial rehabilitation process, a video log was performed to access the condition of the well-shaft. The video log found that the well-casing has a crack located at approximately 534-feet in-depth. General Pump recommended that a 4-inch Swage Patch be placed over the subject crack to prevent the potential of sand and gravel from entering the well. General Pump has also recommended that two video logs be performed. The first video

log will ensure the exact location of the crack. The second video log will verify the Swage Patch is installed correctly. City staff directed General Pump Company to perform the work under a change order.

**Fiscal Impact**

Funds have been budgeted in the fiscal year 2015-2016 budget under Account No. 020.1084.900000 to cover the costs associated with this work.

**Attachment(s)**

1. General Pump Company - Change Order No. 2 to Contract No. CS-0533
2. General Pump quote, dated October 1, 2015.

**CITY OF VERNON  
DEPARTMENT OF PUBLIC WORKS, WATER AND DEVELOPMENT SERVICES**

CONTRACT CHANGE ORDER NO.  2  SUPPLEMENT NO.      SHEET  1  OF  1  SHEETS

PROJECT:  Rehabilitation of Production Well No. 16  CONTRACT. NO.  CS-0533

TO:  General Pump Company, Inc  CONTRACTOR

REQUESTED BY:  City of Vernon

You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not previously included in the plans and specifications of this contract. Except as specifically modified herein, all terms and conditions of the original contract remain in full force and effect, and apply to the additional work as if said work was originally included in the contract.

The City of Vernon hereby directs General Pump Company, Inc., to proceed with the installation of the Swage Patch and video logs at Production Well No. 16, CS-0533.

Contract Amount (Base Bid)		\$	151,180.00
Amount of This Change Order		\$	10,850.00
Amount of Previous Change Orders		\$	151,180.00
Total Change Orders		\$	162,030.00
Modified Contract Amount		\$	313,210.00

By reason of this change order the time of completion will be adjusted as follows:  0  Days

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
**Mark Whitworth, City Administrator**

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
**Maria Ayala, City Clerk**

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all labor, equipment and materials, including overhead, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted Date: \_\_\_\_\_ Contractor: \_\_\_\_\_  
 By: \_\_\_\_\_ Title: \_\_\_\_\_



159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
[www.genpump.com](http://www.genpump.com)

**WELL & PUMP SERVICE SINCE 1952**  
*Serving Southern California and Central Coast*

Lic. #496765

October 1, 2015

*Via Email*

City of Vernon  
4305 Santa Fe Avenue  
Vernon, California 90058  
Attn: *Scott Rigg*

***Subject: Well 16 - Sleeve Installation***

Dear Scott:

Per your request, listed below is a quote for a sleeve installation at Well 16 that includes two videos (before and after).

**Cost**

• Install an approximate 4' swage patch (sleeve) at 534'.	\$ 9,850.00
• Perform two (2) videos - before and after to assure the setting is in the right location and that it was swaged properly.	<u>1,000.00</u>
<b><i>Total Cost</i></b>	<b><i>\$10,850.00</i></b>

The swaging can take place at this site in about two (2) to three (3) weeks.

Should you have any questions or need additional information, please do not hesitate to contact us.

Thank you.

Sincerely,

**GENERAL PUMP COMPANY, INC.**

*Michael Bodart*

Michael Bodart  
President / Director of Engineering

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**UPDATED STAFF REPORT**  
**PUBLIC WORKS, WATER & DEVELOPMENT SERVICES**  
**DEPARTMENT**

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**DATE:** October 20, 2015

**TO:** Honorable Mayor and City Council

**FROM:** Samuel Kevin Wilson, <sup>W</sup>Director of Public Works, Water and Development Services Department

**RE:** Continuation of Presentation/Discussion on the Options for City Housing Remodeling Project

---

**Update**

On October 6, 2015, City staff presented updated information to the City Council relating to the 2015/2016 City Housing Remodel Project for discussion purposes. During the discussion, the City Council requested that staff provide additional information at the October 20<sup>th</sup> meeting and continue the discussion at that meeting. This staff report contains all information originally presented on October 6<sup>th</sup>, as well as the additional information requested by Council.

**Presentation Item**

The City of Vernon owns 31 housing units, of which twenty-six are within the City limits. In and around 2007, nineteen of the Vernon housing units underwent a major remodel. City Council has directed staff to prepare a contract to remodel the remaining seven housing units. Based on the results of a recent market rent study of the seven subject units, it appears that the ability of rents in the Vernon area to increase in proportion to the level or extensiveness of a major remodel is quite limited. As such, City staff and the Vernon Housing Commission is recommending that the City Council revisit the scope of the remodel project and provide direction to City staff on the extent of the remodel that should be undertaken for the seven remaining units.

**Background**

The City of Vernon owns twenty six housing units within the City limits. These housing units were constructed in the 1940-60's era and consist of eighteen single family homes

and eight apartment units. In 2007/08 the apartment units and eleven of the single family homes underwent a major remodel. Due to the economic recession, the remaining seven Vernon units were not remodeled. Earlier this year, the City Council directed City staff to commence the necessary steps to remodel the remaining homes to the same standard that was applied in 2007/08.

Some of the tenants have approached City staff and requested not to have their homes remodeled because they did not want to endure being temporarily relocated during the remodeling process. In an effort to be fair, City Council has indicated that an opt out option should be provided to all affected tenants. In order for each affected tenant to make an informed decision, City staff thought it was important for each tenant to know what the increase in rent may be as a result of the remodel. The City engaged an appraiser to assist in determining what the rental rates of the subject units might be after the upgrades were completed.<sup>1</sup> The appraiser determined that the rents for the remodeled homes should increase by approximately \$103 per month for providing new appliances in each of the units and an additional \$100 per month for the construction upgrades to each of the units. If the City were to spend \$5,000 on appliances, it would result in a 4-year payback period. If the City were to spend \$100,000 on the remodel, it would result in an 83-year payback period.

This information was provided to the City's Housing Commission on September 9, 2015. It was the Commission's opinion that a remodel related rent increase of more than \$250.00 per month would be difficult for the Vernon market to bear. As such, the Housing Commission recommends that the remodel upgrades be reduced in scale so that the cost of the improvements would be paid off by the rent increases in a much shorter and more reasonable time period. Given that the appliances would result in a \$103 per month increase, this would leave \$147.00 per month to be utilized towards remodeling construction costs. If a period of fifteen years was used as a reasonable payback period, it would result in \$26,460 worth of improvements that could be made to each home.

City staff is looking for City Council's guidance on how much should be spent on the remodel of each home. Attached herewith in Exhibit "A" is a list of improvements that were made to the homes that were remodeled in 2007 with a dollar cost assigned to each of the tasks that was performed. Actual costs for construction will be determined by competitive bid. Additionally, it should be noted that the City is required to make at least five percent of its housing units (two units) fully ADA compliant. The cost of the ADA improvements are in addition to the costs that are provided and are estimated to be an extra \$7,000.00 per unit most of which will be the cost of a permanent, concrete, disabled

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<sup>1</sup> On a related note, the appraiser's scope also included the determination of the current market rental rates for the subject units in their current condition, prior to or absent any remodel work. Because it has been nearly four years since the last professional rent survey, market rents for the subject units in their current condition have increased significantly. The Commission is expected to conduct a comprehensive review of current market rents for all City-owned housing units in early 2016, and establish updated market rents for all units by mid-2016.

ramp into each of the two homes. City staff has indicated on the exhibit its opinion on the minimum amount of work that should be undertaken if a house is to be remodeled. This includes kitchen, bathroom and laundry room remodels, interior painting, lead abatement and flooring upgrades throughout the home. A total cost for the minimum improvements is estimated to be \$37,000. This would result in payback of almost 21 years at a rent increase of \$147.00 per month.

### **Additional Information Requested by City Council**

During the October 6<sup>th</sup> discussion, the City Council discussed the possibility of a two-pronged approach to the remodel project, whereby minimal improvements would be made while the units are occupied, and the full scope of improvements would be made when the units become vacant. The City Council requested an estimate of what work/costs may be duplicated under such a scenario. If, in the future, the City decided to perform the full initial remodel scope after the minor remodel occurs, it would likely result in the home having to be repainted and recarpeted at an additional cost of approximately \$6,000. This is due to new baseboards, doorjambes, electrical and plumbing being installed in the walls and ceilings. Exhibit "A" has been updated to reflect said costs.

The City Council also requested a preliminary draft of the opt out letter that would be issued to each of the affected tenants, which is attached hereto as Exhibit "B".

City staff is seeking City Council guidance on what improvements should be made to each of the homes. The City Council can pick and choose from those tasks included in Exhibit "A" or request additional work beyond this scope.

### **Fiscal Impact**

Direction provided by City Council will ultimately determine the financial impact on the City. However, funds were budgeted for the full remodel of four homes in fiscal year 2015-2016 based on the anticipated proceeds of the sale of three City-owned homes in Huntington Park.

### **Attachment(s)**

Exhibit "A" - Remodel Cost Estimate  
Exhibit "B" - Opt Out Letter

# Exhibit A

## Remodel Cost Estimate

**Exhibit A  
City of Vernon Housing Remodel Cost Estimate**

#	Task	Estimated Lump Sum Cost	Minimum Improvements	Additional cost if improved in 2 phases
1	Install new carpet flooring with padding	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
2	Replace drainage system to property line	\$ 5,000.00		
3	Replace water heating system	\$ 1,000.00	\$ 1,000.00	
4	Re-pipe water lines from meter to fixtures	\$ 4,000.00		
5	Re-pipe gas line	\$ 2,000.00		
6	Install computer, telephone and television cabling from designated rooms to exterior box	\$ 1,000.00		
7	Replace all interior receptacles, switches and plate covers	\$ 1,000.00		
8	Patch, paint and texture walls and ceiling	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
9	Replace exterior crawl space screens and side vents	\$ 500.00		
10	Replace all interior doors	\$ 1,000.00		
11	Replace all door molding	\$ 500.00		
12	Install insulated vinyl siding over the exterior of the house	\$ 8,000.00		
13	Install new door bell	\$ 200.00		
14	Design and install automatic irrigation system	\$ 2,500.00		
15	Remove and replace lawn	\$ 3,000.00		
16	Install a mow strip along perimeter of the house	\$ 500.00		
17	Construct new brick planter	\$ 3,500.00		
18	Replace all windows with retrofit vinyl dual panel low E windows	\$ 5,000.00		
19	Replace roof system	\$ 9,000.00		
20	Replace HVAC system	Completed	Completed	
21	Remove and replace window casing	\$ 500.00		
22	Replace window treatments with 1" vinyl wood blinds	\$ 1,000.00		
23	Install recessed lighting	\$ 2,000.00		
24	Replace baseboards DMF baseboard	\$ 1,000.00		
25	Remodel bathroom to meet ADA requirements	\$ 10,000.00	\$ 10,000.00	
26	Remodel Kitchen to meet ADA requirements	\$ 10,000.00	\$ 10,000.00	
27	Reconfigure laundry room to meet ADA requirements	\$ 5,000.00	\$ 5,000.00	
28	Exterior light fixtures	\$ 200.00		
29	Additional electrical improvements	\$ 8,000.00		
30	Lead abatement	\$ 5,000.00	\$ 5,000.00	
31	Garage Vinyl	\$ 2,000.00		
32	Garage doors	\$ 1,000.00		
	<b>Subtotal</b>	\$ 99,400.00	\$ 37,000.00	\$ 6,000.00
	<b>Appliances</b>			
33	Kitchen appliances	\$ 3,500.00	\$ 3,500.00	
34	Laundry appliances	\$ 1,500.00	\$ 1,500.00	
	<b>Grand Total</b>	\$ 104,400.00	\$ 42,000.00	\$ 6,000.00

# Exhibit B

## Opt Out Letter



4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811

[Date]

[Tenant Name and Address]

Re: 2016 City Housing Remodel Project and One-Time Opt-Out Opportunity

Dear [Tenant Name]:

The purpose of this letter is to inform you of a recent decision by the City Council related to the proposed remodel of the housing unit you are currently leasing at [subject address] (the "Property"), and to provide you an opportunity to opt-out. *Please note that this is a one-time opportunity, subject to the deadlines specified herein, and will not be available indefinitely nor offered again at a later date.*

In and around 2007 and 2008, the City, through outside contractors, performed extensive remodeling on nineteen (19) of the twenty-six (26) City-owned housing units in Vernon. Due to the economic recession in 2008, the remaining 7 units were placed on hold and not remodeled at that time.

In April 2015, based on a recommendation from the Housing Commission, the City Council directed staff to commence the necessary steps to remodel the remaining seven (7) units, consistent with the scope and standard utilized in 2007/2008. In August 2015, the City Council decided to provide affected tenants an opportunity to opt out of the remodel project, in light of the significant disruption and inconvenience the associated relocation may cause and the potential rent increase that could result, among any other reasons any tenant may have for wishing to opt out.

[Possible changes to the aforementioned paragraph or any additional information necessary if the Council decides to pare down the original scope or provide a choice between the original scope and a less extensive scope.]

Included in the following pages is pertinent information about the remodel project and additional information City staff believes affected tenants would need or wish to have in order to make an informed decision about whether to participate in or opt out of the remodel project. Please review the enclosed information carefully, contact City Housing staff at (323) 826-1472 or [cityhousing@ci.vernon.ca.us](mailto:cityhousing@ci.vernon.ca.us) with any questions or concerns, and complete and submit the enclosed "City Housing Remodel Selection Form" by [due date].

*Exclusively Industrial*

**Remodel Scope and Estimated Schedule**

[Summarize the final scope determined by City Council and attach the corresponding exhibit outlining the same, and provide an estimated schedule based on the final scope.]

The City plans to remodel two (2) units at a time in the following order that was established by a random lottery selection at the June 2015 Housing Commission meeting:

- 3361 Fruitland Avenue
- 3365 Fruitland Avenue
- 4321 Furlong Place
- 4323 Furlong Place
- 4324 Furlong Place
- 4325 Furlong Place
- 4328 Furlong Place

In the case of each unit, the remodel is expected to take up to [two (2) months or four (4) months depending on final scope].

**Temporary Relocation During the Remodel**

In addition to the twenty-six (26) units in Vernon, the City owns two (2) condos in Huntington Park, both of which are vacant and proposed to be used for the temporary relocation that will be necessary during the remodel project.

Both condos are located in the same housing complex known as Northpark II and are subject to the Northpark Homeowners Association Covenants, Conditions, and Restrictions (CC&R's), which is attached hereto as Exhibit [ ]. The complex is approximately 2.5 miles or a 5- to 10-minute drive from Vernon City Hall. The units are specifically located at 2915 E. 60<sup>th</sup> Place, Unit S, and 6010 Oak Street, Unit B.

Both condos are approximately 1,400 to 1,450 square feet in size. Both condos are tri-level units, with a living room and half bath on the ground floor, the kitchen and dining area on the second or mid-level floor, and two (2) bedrooms and two (2) full baths on the top floor. Both have an attached two-car garage with direct access into the unit, and both have approximately fifteen (15) steps leading to the front door on the exterior of the unit. Both condos have a private patio, but no yard and the Association's Board of Directors limits pets to one per unit. However, if any affected tenants who wish to participate in the remodel have more than one pet, City staff would consider requesting an accommodation from the HOA Board in light of the short duration of the tenancy.

If you wish to make arrangements to view one of the units prior to submitting the enclosed participation or opt-out form, please contact Anthony Zarate at (323) 826-1472 or [cityhousing@ci.vernon.ca.us](mailto:cityhousing@ci.vernon.ca.us) promptly and no later than [at least two weeks prior to deadline to submit form].

All relocation options and protocols shall be consistent with the Procedures Regarding Temporary Relocation of Leasees and Authorized Occupants, which is attached hereto as Exhibit [\_\_\_].

**Potential Rent Increases Resulting from the Remodel**

In order to further assist affected tenants in making an informed decision when contemplating whether to participate in or opt out of the 2016 remodel project, City staff commissioned an updated rent survey of the seven (7) units and discussed those results with the Housing Commission in September 2015. Based on the results of the rent survey and the Commission's discussion, it is anticipated that rents would increase approximately \$200 to \$250 as a direct result of any remodel work. *Please note that this would be in addition to any increase that may result from the comprehensive rent review the Commission is scheduled to undertake in the early part of 2016 for all City-owned units.*

The last comprehensive market rent survey and rent setting process undertaken by the Commission occurred in late 2011/early 2012, and there are clear indications that the market has improved since that time, so some level of rent increase is anticipated for all units, irrespective of any remodel or other improvements. While the range of any potential increase that may result from the comprehensive rent review is not known at this time, the Commission has historically and recently demonstrated extreme sensitivity to and careful consideration of the level of rent increases the Vernon market can withstand.

If you have any questions or require further information, please contact Anthony Zarate at (323) 826-1472 or [cityhousing@ci.vernon.ca.us](mailto:cityhousing@ci.vernon.ca.us).

Sincerely,

Mark C. Whitworth  
City Administrator/Housing Commission Director

cc: Kevin Wilson, Director of Public Works, Water & Development Services  
Anthony Zarate, City Housing



4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811

## City Housing Remodel Selection Form

By signing below, I acknowledge that I have received, read, and understand the information provided in the City's [date] letter regarding the 2016 City Housing Remodel Project and Opt-Out Opportunity.

I hereby select the following option (mark only one):

- I wish to participate in the 2016 City Housing Remodel Project and agree to be relocated to either one of the two Huntington Park condos owned by the City.
- I wish to participate in the 2016 City Housing Remodel Project and will make my own relocation arrangements consistent with the terms of the Procedures Regarding Temporary Relocation of Leasees and Authorized Occupants.
- [Additional option(s) if the City Council decides to provide a choice between the original scope and a less extensive scope.]
- I wish to opt-out of the 2016 City Housing Remodel Project. I understand that this is a one-time opportunity that will not be available or offered again at a later date.

Subject Property:               [Address]          

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Name (Please Print)

\_\_\_\_\_  
Tenant Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Exclusively Industrial*

Exhibit \_\_\_\_\_

Northpark Homeowners Association  
Covenants, Conditions, and Restrictions

Northpark II  
P. O. Box 880  
Upland, CA 91785

00-1000000

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR

FEE \$ 67.00

NORTHPARK II,  
A Joint Venture

This Declaration is made August 21, 1985 by  
NORTHPARK II, a Joint Venture ("Declarant").

RECITALS:

Declarant is the owner of real property located in  
Los Angeles County, California, which is more particularly  
described as follows:.

Lots 1 through 43 of Tract 43028 as per map recorded  
in Book 1042, pages 3 through 6 of Maps, Official  
Records of the County Recorder of said County.

DECLARATION:

Declarant declares that for all of the property  
described above, Declarant has filed Tract Map Number 43028  
in the Office of the Recorder of Los Angeles County  
describing the project and that Declarant will thereafter  
sell lots. Before selling or conveying any such interest,  
Declarant desires to subject all of the Development to the  
following covenants, conditions, and restrictions which are  
for the purpose of protecting the value and desirability of  
and which shall run with the real property and be binding on  
all parties having any right, title, or interest in the  
described real property or any part thereof, their heirs,  
successors, and assigns and shall inure to the benefit of  
each owner and Declarant, Declarant's successors in  
interest, and all future owners of lots in the Development.

1. DEFINITIONS

1.1 The "Articles" means the Association's Articles  
of Association and their amendments.

1.2 The "Association" means the and refers to  
NORTHPARK HOMEOWNERS ASSOCIATION an unincorporated  
association, its successors and assigns.

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
21 MIN. 1 P.M. NOV 4 1985  
PAST.

1.3 The "Board" means the Board of Directors of the Association.

1.4 The "Bylaws" mean the Association's Bylaws and their amendments.

1.5 The "Common Area" means all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

Lots 39, 40, 41, 42, and 43 of Tract 43028 as per map recorded in Book 1042, pages 3 through 6, Official Records of the County Recorder of said County

1.6 The "Declarant" means NORTH PARK II, a Joint Venture, its successors and assigns, if such successors and assigns acquire or hold record title to any portion of the Development for development purposes.

1.7 A "Member" means every person or entity who holds a membership in the Association.

1.8 A "mortgage" means a mortgage or deed of trust encumbering a portion of the Development. An "institutional mortgagee" is a mortgagee that is a bank, savings and loan association, or established mortgage company or other entity chartered under Federal or State laws, any corporation or insurance company, or any Federal or State agency. A "mortgagee" shall include the beneficiary under a deed of trust.

1.9 An "owner" means each person or entity holding a fee simple estate of record in a lot, including Declarant. "Owner" shall not include persons or entities who hold an interest in a lot merely as security for the performance of an obligation but shall include a contract purchaser of record.

1.10 A "lot" means any plot of land shown on any recorded subdivision map of the Development with the exception of the Common Area.

1.11 The "Development" means that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## 2. DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 Ownership of Lot. Ownership of each lot within the Development shall include a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2.2 Owners' Non-Exclusive Easements of Enjoyment, Etc. Every owner of a lot shall have a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area of the Development and for ingress, egress, and support over and through the Common Area. However, such non-exclusive easements shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to lots over the Common Area, if any. Each such easement shall be appurtenant to and pass with the title to every lot, subject to the following rights and restrictions:

2.2.1 The right of the Association to limit the number of guests, and to adopt the Association rules and regulations ("association Rules") regulating the use and enjoyment of the Common Area.

2.2.2 The right of the Association to borrow money to improve the Common Area.

2.2.3 The right of Declarant or its designees to enter on the Development, to construct the Development, and to make repairs and remedy construction defects, if such entry does not interfere with the use of any occupied lot unless authorized by the lot owner.

2.2.4 The right of the Association, or its agents, to enter any lot as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Area or the owners in common. The right shall be immediate in case of an emergency originating in, or threatening, such lot; otherwise, entry shall be made only after reasonable notice is given to the lot's occupant.

2.3 Delegation of Use; Tenants. Any owner may delegate his right of use and enjoyment in the Development, including any recreational facilities, to the members of his family, his guests, invitees, and to such other persons as may be permitted by the provisions of the Declaration, the Bylaws, and the Association Rules. Each owner shall notify

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the Secretary of the Association of the names of any tenant of his. Each owner, or tenant, shall also notify the Secretary of the names of all persons to whom the owner or tenant has delegated any rights of use and enjoyment in the Development and the relationship that each such person bears to the owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of owners.

2.4 Minor Encroachments. Each lot and the Common Area is hereby declared to have an easement over all adjoining lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any structure, or any other similar cause, and any encroachment due to structure overhang or projection whether roof, eaves, or otherwise. There shall be valid easements for the maintenance of said encroachment so long as it shall exist, and the rights and obligations of owners shall not be altered in any way by said encroachment, settling, or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner if said encroachment occurred due to the willful act or acts of said owner. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the owners of said lot agree that minor encroachments over adjoining lots and the Common Area shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

2.5 Easements Granted by Association. The Association shall have the power to convey to any third party easements and rights-of-way in, on, over, or under the Common Area for purpose of installing, operating, or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, sewers, storm drains and pipes, water system, sprinkling systems, heating and gas lines or pipes and any similar public or quasi-public facilities, and each purchaser, in accepting a deed to a lot, expressly consents to such easements. However, no such easement can be granted if it would interfere with the use, occupancy, or enjoyment by any owner of his lot, any exclusive easements over the Common Area appurtenant to the lot, or the recreational facilities of the Development.

### 3. USE RESTRICTIONS

3.1 Residential Use. Lots shall be used for

residential purposes only. Nothing in this Declaration shall prevent an owner from leasing or renting his lot. However, any such arrangement shall be in writing and any tenant shall abide by and be subject to all provisions of the Declaration, Articles, Bylaws, and Association Rules; any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

3.2 Commercial Use. Except as otherwise provided herein, no part of the Development shall be used or allowed to be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

3.3 Maintenance. Each owner of a lot shall be responsible for maintaining and repairing the interior portion of any structure located on his lot and any windows located in said structure. He shall also be responsible for the maintenance, replacement, and repair of the plumbing and electrical systems servicing his lot and located within, or underneath, or above the outside perimeter of the exterior bearing wall of any said structure, and all appliances and equipment located therein. Each owner shall maintain, replace, and repair heating and air conditioning equipment servicing his lot wherever said equipment may be located. Unless otherwise provided in this Declaration, each owner shall clean and maintain exclusive easements over the Common Area appurtenant to his lot.

3.4 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles, boats, or other motorized vehicles, shall be carried on within the Development. No owner shall install any television or radio antenna or other similar electronic receiving or broadcasting device without the prior written consent of the Board. No owner shall interfere with the established drainage pattern over the Development unless he makes an adequate alternative provision for proper drainage and such provision is approved by written consent of the Board. As used herein "established drainage pattern" is that pattern in existence at the time Declarant completes construction of the Development or such later grading changes as may be approved in writing by the Board. Nothing shall be done within the Development which may become a nuisance to its residents, or that in any way interferes with the quiet enjoyment of occupants of the lots.

3.5 Parking Restrictions; Use of Garage. Unless otherwise permitted by the Board, no automobile shall be

parked or left on any property subject to this Declaration other than on or within a garage. Any garages or carports shall be used for parking vehicles only and shall not be converted for living or recreational activities.

3.6 Signs. No signs of any kind shall be displayed to the public view on or from any lot or the Common Area without the approval of the Board. However, one sign of customary and reasonable dimensions advertising a lot for sale or for rent may be placed within each lot, the location and design of it to be subject to approval by the Board.

3.7 Fences, Etc. No fences, awning, ornamental screen doors, sunshades, or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Development or elsewhere within the Development except those that are installed in accordance with the original construction of the Development, and their replacements, or as are authorized and approved by the Board.

3.8 Animals. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in any lot or elsewhere within the Development, except that domestic dogs, cats, fish, and birds inside cages may be kept as household pets within any lot so long as they are not kept, bred, or raised for commercial purposes. The Board can prohibit maintenance of any animal that constitutes a nuisance to any other owner in the sole and exclusive opinion of the Board.

3.9 Restricted Use of Recreational Vehicles, Etc. No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while located within the Development.

3.10 Outside Drying and Laundering. No exterior clotheslines shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, porches, or other areas.

3.11 Structural Alterations. No owner shall at his expense or otherwise make any alterations or modifications to the exterior portions of the buildings, fences, railings, or walls situated within the Development without the prior written consent of the Board. No owner shall install an additional air conditioning unit or replace an existing air conditioning unit without the prior written consent of the Board, which shall have the right to approve or disapprove the size, shape, noise level, and proposed location of such unit.

3.12 Compliance with Laws, Etc. Nothing shall be done or kept in any lot or in the Common Area that might increase the rate of, or cause the cancellation of, the Development's insurance without the Board's prior written consent. No owner shall permit anything to be done or kept in his lot that violates any law, ordinance, statute, rule, or regulation of any local, county, State or Federal body.

3.13 Owner's Obligations for Taxes. To the extent allowed by law, all lots, including their pro rata undivided interest in the Common Area and the membership of an owner in the Association, shall be separately assessed and taxed so that all taxes, assessments, and charges which may become liens prior to first mortgages under local law shall relate only to the individual lots and not to the Development as a whole. Each owner shall be obligated to pay any taxes or assessments assessed by the county assessor against his lot and against his personal property.

3.14 Enforcement. The failure of any owner to comply with any provision of the Declaration, the Articles, or Bylaws shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages, injunctive relief, or both.

#### 4. THE ASSOCIATION

4.1 Formation. The Association is an unincorporated association formed under the laws of the State of California. On the close and recording of the first sale to an owner, the Association shall be charged with the duties and invested powers set forth in the Articles, Bylaws, and Declaration, including, but not limited to, control and maintenance of the Common Area and any Common Area facilities.

4.2 Association Action; Board of Directors and Officers. Except as to matters requiring members' approval as set forth in the Declaration, Articles, or Bylaws, the Association's affairs shall be conducted by the Board and such officers as it may elect or appoint. Such election or appointment shall be in compliance with the Declaration or the Bylaws and their amendments.

#### 4.3 Powers and Duties of the Association.

4.3.1 Powers. The Association shall have the power to do any lawful thing that may be authorized under the Declaration, Articles, or Bylaws and to do any act that may

be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix, levy assessments against the owners of lots and to enforce payment of such assessments in accordance with the provisions of the Declaration.

4.3.1.2 Right of Enforcement. The Association in its own name and on its own behalf or on behalf of any owner who consents can commence and maintain an action for damages or to restrain or enjoin any actual or threatened breach of any provisions of the Declaration, Articles, or Bylaws, or of the Association Rules or any resolutions of the Board, and to enforce any of those provisions by mandatory injunction or otherwise. In addition, the Association, through its Board of Directors can suspend the voting rights, can suspend use privileges of the Common Area, or can assess monetary penalties against any owner or other person entitled to exercise such rights or privileges for any violation of the Declaration, Articles, Bylaws, Association's Rules, or Board resolutions. However, any such suspension of use privileges cannot exceed a period of thirty (30) days for any one violation and cannot exceed twenty-five dollars (\$25.00) for any one violation. No discipline may be imposed against an owner unless he is given fifteen (15) days' prior notice of the proposed discipline and the reasons therefor and he is given the opportunity to be heard (either orally or in writing) not less than five (5) days before the proposed discipline becomes effective. Such prior notice may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the owner, all according to the provisions of Section 17.5 of the Declaration. No discipline shall be imposed against the owner unless procedures for notice and hearing satisfying the minimum requirements of Corporations Code Section 7341 are followed with respect to the accused owner before a decision to impose discipline is reached. The Association is prohibited from causing a forfeiture or abridgement of an owner's right to the full use and enjoyment of his lot because of his failure to comply with the provisions of the Declaration, Bylaws, Articles, Association's Rules, or resolutions of the Board except by court judgment, arbitration award, or on account of a foreclosure or sale under a power of sale for his failure to pay assessments duly levied by the Association. Any monetary penalty imposed by the Association as a disciplinary measure for failure of a

member to comply with provisions of the Declaration, Bylaws, Articles or said Rules or resolutions or as a means of reimbursing the Association for costs incurred in the repair of damage to the Common Area and facilities for which the member was allegedly responsible shall not give rise to a lien against the member's lot and shall not be enforceable under Section 7 of the Declaration. Notwithstanding the foregoing, charges imposed against an owner consisting of reasonable late payments, penalties for loss of interest, and costs and attorney's fees reasonably incurred by the Association in its efforts to collect delinquent assessments shall give rise to lien rights under Section 7 of the Declaration.

4.3.1.3 Delegation of Powers. The Association, acting by and through the Board, can delegate its powers, duties, and responsibilities (except with regard to imposing discipline, levying fines, or holding hearings) to committees or employees, including a professional managing agent. Any agreement for professional management of the Development shall be terminable by either party with or without cause and without payment of a termination fee on thirty (30) days' written notice. The term of any such agreement shall not exceed one (1) year, although it may be renewed by the Board from year to year.

4.3.1.4 Association Rules. The Association shall have the power to adopt, amend, repeal its rules as it deems reasonable. However, the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration, the Articles, or the Bylaws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the Development. In case of conflict between the Association rules and any other provisions of this Declaration, the Articles, or Bylaws, the provisions of the Association rules shall be deemed superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

4.3.2 Duties of the Association. In addition to the powers delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 4.3.1.3, has the obligation to conduct all business affairs of common interest to all owners and to perform each of the following duties:

4.3.2.1 Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area, and all its facilities, improvements, and landscaping, including private driveways, and any other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. In this connection the Association may enter into contracts for services or materials for the benefit of the Association or the Common Area, including contracts with Declarant. The duration and term of all such contracts shall comply with Article VIII, Section 16 of the Bylaws.

4.3.2.2 Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the Common Area, personal property owned by the Association, or against the Association.

4.3.2.3 Water and Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the Common Area and for improvements upon lots when the owners are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year or, if the supplier is a regulated public utility, the shortest term for which the supplier will contract at the applicable regulated rate.

4.3.2.4 Insurance. To obtain from reputable insurance companies and maintain the insurance described in Section 8.

4.3.2.5 Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, that may be reasonably necessary to enforce any of the provisions of this Declaration, the Articles, Bylaws, and the Association's rules and Board resolutions.

4.3.3 Limitations on Authority of Board. Except with the vote or written assent of (1) a majority of the total voting power of the membership and (2) a majority of members other than Declarant, the Board shall not take any of the following actions:

4.3.3.1 Incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.2 Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.3 Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.4 Regular Meeting and Notice. An organizational meeting shall be held as soon as practicable after creation of the Association, and the Directors elected then shall hold office until the first annual meeting. All offices of the Board of Directors shall be filled at the organizational meeting. The first annual meeting of members of the Association shall be held within forty-five (45) days after the closing of the sale of the lot that represents the fifty-first (51st) percentile interest authorized for sale by the California Commissioner of Real Estate under the first Public Report for the Development, but in no case later than six (6) months after the closing and recording of the sale of the first lot within the Development. Thereafter, regular meetings of members of the Association shall be held at least once in each calendar year at a time and place as prescribed in the Bylaws.

4.5 Special Meetings. Special meetings may be called as provided for in the Bylaws. Written notice of all members' meetings, regular or special, shall be given by regular mail, personal delivery, or telegram to all owners and to any mortgagee who has requested in writing that such notice be sent to it and, except in emergency situations, shall be given not less than ten (10) days nor more than sixty (60) days before the time of the meeting and shall set forth the place, date, and hour of the meeting, and the nature of the business to be undertaken. Any mortgagee, through its designated representative, shall be entitled to attend any such meeting but shall not be entitled to vote at the meeting. All such meetings shall be held within the Development or at a place as close thereto as possible. The presence at any meeting, in person or by proxy, of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the

meeting to a time not less than five (5) days nor more than thirty (30) days from the date that the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five percent (25%) of the total votes. Any meeting of members at which a quorum is present may be adjourned for any reason to a time not less than five (5) days nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present in person or by proxy. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

4.6 Financial Statements of the Association. The Association shall prepare and distribute to all members and to any mortgagee requesting the financial data as specified herein, regardless of the number of its members or the amount of its assets.

4.6.1 A budget for each fiscal year including, but not limited to, the following information shall be distributed not less than forty-five (45) days before the beginning of each fiscal year: (a) estimated revenue and expenses on an accrual basis; (b) the amount of the Association's total cash reserves currently available for replacement or major repair of common facilities and for contingencies; (c) an itemized estimate of the remaining life of major components of the Common Areas and facilities for which the Association is responsible and a summary of the proposed funding methods to effect repairs, replacement, or additions to same; (d) a general statement setting forth the Association's procedures used to calculate and establish reserves to effect repairs, replacement, or additions to major components of the Common Areas and facilities for which the Association is responsible.

4.6.2 A balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of an interest in the Development and an operating statement for the period from the date of the first closing to the said accounting date shall be distributed within sixty (60) days after the accounting date. Said operating statement shall include a schedule of assessments received and receivable identified by the number of the lot and the name of the member assessed.

4.6.3 An annual report containing the following

information shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (a) a balance sheet as of the end of the fiscal year; (b) an operating (income) statement for the fiscal year; (c) a statement of changes in financial position for the fiscal year.

For any fiscal year in which the Association's gross income exceeds \$75,000, a licensee of the California State Board of Accountancy shall prepare a review of the annual report in accordance with generally accepted accounting principles. Said review shall be distributed with the report. When the annual report is not so prepared, it shall be accompanied by an authorized Association Officer's certificate that it was prepared from the Association's books and records without independent audit or review.

4.6.4 A statement of the Association's policies and practices in enforcing its remedies against members for defaults in payment of regular and special assessments, including the recording of liens against lots, shall be distributed within sixty (60) days before the beginning of each fiscal year.

#### 4.7 Inspection of Association Books and Records.

4.7.1 Any membership register, books of account and minutes of meetings of members, the Board, and committees of the Board of the Association shall be made available for inspection and copying by any member of the Association or his duly appointed representative, or any mortgagee, at any reasonable time and for the purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the Development as the Board prescribes.

4.7.2 The Board shall establish by resolution reasonable rules with respect to:

4.7.2.1 Notice to be given to the custodian of the records of the Association by the member, representative, or mortgagee desiring to make an inspection.

4.7.2.2 Hours and days of the week when the inspection may be made.

4.7.2.3 Payment of the cost of reproducing copies of documents requested by a member or by a representative or mortgagee.

4.7.3 Every Director of the Association shall have

the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

## 5. MEMBERSHIP AND VOTING RIGHTS

### 5.1 Membership

5.1.1 Qualification. Each owner of a lot, including Declarant, shall be a member of the Association and shall hold one membership interest in the Association for each lot owned. Ownership of a lot or interest in it shall be the sole qualification for membership in the Association. Each owner shall remain a member of the Association until his ownership interest in all lots in the Development ceases, at which time his membership in the Association shall automatically cease.

5.1.2 Members' Rights and Duties. Each member shall have the rights, duties, and obligations set forth in this Declaration, the Articles, Bylaws, and the Association rules and all their amendments.

5.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, one or more lots shall be appurtenant to each such lot, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except on a transfer of title to each such lot or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner.

### 5.2 Voting.

5.2.1 Number of Votes. Each member shall be entitled to one (1) vote for each lot in which such member owns an interest. However, when more than one member owns an interest in a lot, the vote shall be exercised as they themselves determine, but in no case shall more than one (1) vote be cast with respect to any one lot.

5.2.2 Joint Owner Votes. The voting rights for each lot may not be cast on a fractional basis. If the joint owners of a lot are unable to agree among themselves as to how their voting rights shall be cast, they shall

forfeit the vote on the matter in question. If any owner exercises the voting rights for a particular lot, it will be exclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same lot. If more than one (1) person or entity exercises the voting rights for a particular lot, their votes shall not be counted and shall be deemed void.

5.2.3 Cumulative Voting. Election to and from the Board shall be by cumulative voting, and such voting shall be by secret written ballot. If more than two (2) positions on the Board are to be filled, each member shall be entitled to cumulate his votes, in person or by proxy, for one or more candidates for the Board, if the candidate's name has been placed in nomination before voting and if the member has given notice at the meeting before voting of his intention to cumulate votes. If any one member has given such notice, then all members will be entitled to cumulate their votes for candidates. The candidate receiving the highest number of votes up to the number of Board members to be elected shall be deemed elected. Unless the entire Board is removed from office by vote of the members, a Director shall not be removed before his term expires if the number of votes cast against removal would be sufficient to elect said Director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the most recent election of the Board were then being elected. A Director who has been elected to office solely by votes of members other than Declarant may be removed from office prior to the expiration of his term only by the vote of at least a simple majority of the voting power residing in members other than Declarant.

5.2.4 Special Election Procedure. From the first election of the Board of Directors and thereafter for so long as Declarant holds a majority of the Association's voting power, Declarant shall be allowed to vote for all but one of the three offices of the Board of Directors, to insure the election of twenty percent (20%) of the Board members by the owners other than Declarant. This procedure shall be limited to the election of only one Board member and subject to all other provisions of this Declaration.

## 6. ASSESSMENTS

6.1 Agreement to Pay, The Declarant, for each lot owned by the Declarant that is expressly made subject to assessment as set forth in this Declaration, and each purchaser of a lot by his acceptance of a deed agrees, for

each lot owned, to pay to the Association regular assessments and special assessments, such assessments to be established, made, and collected as provided herein.

6.2 Personal Obligation. Each assessment or installment, interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the person or entity who was an owner at the time such assessment, or installment, became due and payable. If more than one person or entity was the owner of a lot, the personal obligation to pay such assessment, or installment, respecting such lot shall be both joint and several. The personal obligation for delinquent assessments, or delinquent installments, and other such sums, shall not pass to an owner's successors in interest unless expressly assumed by them. No owner of a lot may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the Common Area or by waiver of the use and enjoyment of, or by abandonment of, his lot.

6.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the Association, the improvement, replacement, repair, operation and maintenance of the Common Area and the performance of the duties of the Association as set forth in this Declaration.

6.4.1 Regular Assessments. At least sixty (60) days before the beginning of each fiscal year the Board shall estimate the total amount of funds necessary to defray the common expenses of the Association for the next fiscal year. If the amount is approved by a majority vote of the Board, without a vote of the members of the Association, the estimate shall become the regular assessment for such year. However, the Board may not increase the amount of regular assessment for any fiscal year of the Association by more than twenty percent (20%) above the amount of the prior year's regular assessment (except the first such year if it should be less than twelve (12) months) without approval by vote or written consent of (1) a majority of the total voting power of the membership and (2) a majority of members other than Declarant. The assessments shall be uniform and shall be determined as provided in Section 6.5. The regular assessments shall be payable in regular installments as provided in this Declaration and shall include adequate reserve funds for contingencies, and for maintenance, repairs, and replacement of the Common Area improvements that must be replaced on a periodic basis sufficient to

satisfy the requirements of any mortgagee.

6.4.2 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason (including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on the Common Area) the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board it shall become a special assessment. The Board may, in its discretion, prorate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each lot.

6.4.3 Limitation Respecting Special Assessments. Any special assessment in excess of five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which a special assessment is levied shall require approval by vote or the written consent of (1) a majority of the total voting power of the membership and (2) a majority of members other than Declarant except in case of a special assessment against an owner as a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member or his lot into compliance with the provisions of this Declaration.

6.5 Uniform Rate of Assessment. Except as herein stated, regular and special assessments must be fixed on an equal basis and at a uniform rate for all lots and shall be determined by dividing the amount by the total number of residential lots within the Development and subjected to assessments. Notwithstanding the foregoing, a special assessment against owners to raise funds for the rebuilding or major repair of the structural Common Area housing lots of the Development shall be levied upon the basis of the ratio of the square footage of the floor area of the residential dwelling of the lot to be assessed to the total square footage of floor area of all the residential dwellings on lots to be assessed. The limitations herein shall not apply in the case where the special assessment against an owner is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the owner and his lot into compliance with provisions of the Declaration and Bylaws.

6.6 Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of each year, and regular

assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection. However, the initial regular assessment period for all lots, including those owned by Declarant, shall commence on the first day of the calendar month following the date on which the sale of the first lot to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

6.7 Notice and Assessment Installment Due Dates. A single ten (10) day written prior notice of each annual regular assessment and each special assessment shall be given to each owner of every lot subject to assessment in which the due dates for the payment of installments shall be specified. The due dates for the payment of installments normally shall be the first day of each month unless some other due date is established by the Board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date.

## 7. COLLECTION OF ASSESSMENTS; LIENS

7.1 Right to Enforce. The right to collect and enforce assessments is vested in the Board acting by and on behalf of the Association. The Board or its authorized representative, including any manager, can enforce the obligations of the owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 7.2 to enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 6.2 shall be maintainable without foreclosing or waiving the lien rights.

7.2 Creation of Lien. If there is a delinquency in the payment of any assessment, or installment on a lot, as described in Section 6.7, any amounts that are delinquent together with interest at the rate of ten percent (10%) per annum, and all costs that are incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorney's fees, shall be a lien against such lot on the recordation in the office of the

county recorder where the Development is located a notice of assessment. The notice of assessment shall not be recorded unless and until the Board or its authorized representative has delivered to the delinquent owner or owners of such lot, not less than fifteen (15) days before recordation of the notice of assessment, a written notice of default and a demand for payment, and unless such delinquency has not been cured within fifteen (15) days after delivery of notice. The lien shall expire and be void unless, within one (1) year after recordation of the notice of assessment, the Board or its authorized representative records a notice of default as provided in this Declaration or institutes foreclosure proceedings.

7.3 Notice of Default; Foreclosure. Not more than one (1) year nor less than ten (10) days after the recording of the notice of assessment, the Board or its authorized representative can record a notice of default and can cause the lot to be sold in the same manner as a sale is conducted under California Civil Code Sections 2924b-2924c, or through judicial foreclosure. However, as a condition precedent to the holding of any such sale under Section 2924c, appropriate publication shall be made. In connection with any sale under Section 2924c, the Board is authorized to appoint its attorney, any officer or Director, or any title insurance company authorized to do business in California as trustee for purposes of conducting the sale. If a delinquency is cured before sale, or before completing a judicial foreclosure, the Board or its authorized representative shall cause to be recorded in the office of the county recorder where the Development is located a certificate setting forth the satisfaction of such claim and release of such lien on payment of actual expenses incurred, including reasonable attorney's fees not to exceed One Hundred Fifty Dollars (\$150.00) by any delinquent owner. On becoming delinquent in the payment of any assessments or installments, each delinquent owner shall be deemed to have absolutely assigned all rent, issues, and profits of his lot to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the owner, shall have the power to bid in the lot at a foreclosure sale and to acquire, hold, lease, mortgage and convey the lot.

7.4 Waiver of Exemptions. Each owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to Section 7, the benefit of any homestead or exemption law of California in effect at the time any

assessment, or installment becomes delinquent or any lien is imposed.

## 8. INSURANCE

8.1 Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, any manager, the Declarant, and the owners and occupants of lots, and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the Common Area and including, if obtainable, a crossliability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims of death, personal injury and property damage out of a single occurrence. Such insurance shall include coverage against any liability or risk customarily covered with respect to projects similar in construction, location, and use.

8.2 Fire and Extended Coverage Insurance. The Association also shall obtain and maintain a master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Development. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional mortgagees. If more than one institutional mortgagee has a loan of record against the Development, or any part of it, the policy and endorsement shall meet the maximum standard of the various institutional mortgagees represented in the Development. The policy shall contain an agreed amount endorsement or a contingent liability from operation of building laws endorsement or their equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall be in the amounts as shall be determined by the Board. The policy shall name as insured the Association, the owners, and Declarant, as long as Declarant is the owner of any lot, and all institutional mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described in this Declaration.

8.3 Owner's Insurance. An owner may carry whatever personal liability and property damage liability insurance with respect to his lot that he desires. However, any such

policy shall include a waiver of subrogation clause acceptable to the Board and to any mortgagee.

#### 9. DESTRUCTION OF IMPROVEMENTS.

9.1 Destruction; Proceeds Over 85%. If there is a total or partial destruction of the improvements in the Development, and if the available proceeds of the insurance carried pursuant to Section 8 are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, members then holding at least seventy-five percent (75%) of the total voting power of members present and entitled to vote, in person or by proxy, at a duly constituted meeting shall determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of the county recorder where the Development is located, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.2 Destruction; Proceeds Less Than 85%. If the proceeds of the insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction are to take place, the Board shall be required to execute, acknowledge and record in the office of the county recorder where the Development is located, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to paragraphs 9.1 or 9.2, the owner of each lot located within a structure that has been totally or partially destroyed shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration of the structure containing his lot, over and above the available insurance proceeds. All owners shall contribute their proportionate share of the cost of reconstruction and restoration of any portion of the Common Area not comprising the structure within which a lot

is located, and the proportionate share of each owner shall be equal to a fraction, the numerator of which is one (1) and the denominator of which is the number of lots then comprising that part of the Development. If any owner fails or refuses to pay his proportionate share, the Board may levy a special assessment against the lot of such owner which may be enforced under the lien provisions contained in Section 7 or in any other manner provided in this Declaration. If any owner disputes the amount of his proportionate liability under this section, such owner may contest the amount of liability by submitting to the Board within ten (10) days after notice to the owner of his share of the liability written objections supported by cost estimates or other information that the owner deems to be material and may request a hearing before the Board where he may be represented by counsel. Following such hearing, the board shall give written notice of its decision to all owners. If such adjustments are recommended, the notice shall schedule a special meeting of members for the purpose of acting on the Board's recommendation, including making further adjustments, if deemed by the members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of members. If no adjustments are recommended by the Board, the decision of the Board shall be final and binding on all owners, including any owner filing objections.

9.4 Rebuilding Contract. If the members determine to rebuild, the Board or its authorized representative shall obtain bids from at least three reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

9.5 Rebuilding Not Authorized. If the members determine not to rebuild, any insurance proceeds then available for such rebuilding shall be distributed to the owner of each lot, excluding the Common Area, and their respective mortgagees proportionately according to the respective fair market values of the lots at the time of destruction as determined by an independent appraisal in accordance with the procedure specified in Section 10.5 herein. The Board shall have the duty within one hundred and twenty (120) days from the date of such destruction, to

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execute, acknowledge and record in the Office of the county recorder where the Development is located, a certificate declaring the intention of the members not to rebuild.

9.6 Minor Repair and Reconstruction. In any case, the Board shall have the duty to repair and reconstruct improvements, without the consent of members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed twenty thousand dollars (\$20,000). The Board is expressly empowered to levy a special assessment for the cost of repair and reconstruction of improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 9.3 (but without the consent or approval of members despite any contrary provisions) in this Declaration.

9.7 Revival of Right to Partition. On recordation of a certificate described in Section 9.5, the right of any owner to partition through legal action as described in Section 11 shall revive immediately.

## 10. CONDEMNATION.

10.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Development is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the owners and after written notice to all mortgagees, the Development or a portion of it may be sold.

10.2 Distribution of Proceeds of Sale. On a sale occurring under Section 10.1, the proceeds shall be distributed to the owner and the mortgagees of each lot as their respective interests may appear according to the unanimous consent of the owners affected or, if said consent is not forthcoming, according to the relative values of the affected lots as determined by Section 10.5 herein.

10.3 Distribution of Condemnation Award. If the Development, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the owners and their respective mortgagees, according to the relative values of the lots affected by the condemnation as determined by Section 10.5 herein.

10.4 Revival of Right to Partition. On sale or on taking that renders more than fifty percent (50%) of the

lots in the Development uninhabitable, the right of any owner to partition through legal action shall revive immediately.

10.5 Procedure for Independent Appraisal. The Board shall obtain an independent appraisal of the affected lots by selecting two appraisers who shall select a third appraiser. In the event the two appraisers selected shall fail, within 10 days after their selection, to agree upon the third, then the Presiding Judge of the Superior Court of the county in which the Development is located shall, upon the Board's request, appoint within ten (10) days after such request, a third appraiser. The appraisers so selected or appointed shall promptly proceed to determine the fair market value of the affected lots; any valuation agreed upon by a majority of such appraisers shall be accepted as final and conclusive by the Association and by any court of competent jurisdiction and shall ipso facto become the fair market value of the lots. All appraisers shall be members of the American Institute of Real Estate Appraisers.

## 11. PARTITION.

11.1 Suspension. The right of partition is suspended as to the Development. Additionally, partition of the Development can be had on a showing that the conditions for partition as stated in Section 9.7 or Section 10.4 have been met. Nothing in this Declaration shall prevent partition or division of interest between joint or common owners of one (1) lot. Proceeds or property resulting from partition shall be distributed to and among the respective owners and their mortgagees as their interests appear according to the ratio created by comparing the fair market value of one lot with the fair market value of all lots immediately prior to destruction or condemnation as determined according to Section 10.5 herein.

11.2 Power of Attorney. Pursuant to California Civil Code Section 1355(b)(9), each owner grants the Association an irrevocable power of attorney to sell the Development for the benefit of the owners when partition can be had. Exercise of the power is subject to the approval of the members.

## 12. NONSEVERABILITY OF INTERESTS

12.1 Prohibition against Severability. An owner shall not be entitled to sever his lot from his membership in the Association by reason of sale, conveyance,

hypothecation, or otherwise. Any violation or attempted violation of this provision shall be void. Similarly, no owner can sever any exclusive easement appurtenant to his lot over the Common Area from his lot, and any attempt to do so shall be void.

#### 13. TERM OF DECLARATION.

This Declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time this Declaration and all covenants, conditions, restriction and other provisions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by at least seventy-five percent (75%) of the owners of the residential lots and recorded in the office of the county recorder where the Development is located within one (1) year prior to the expiration of said fifty (50) year period or the expiration of said ten (10) year period as the case may be.

#### 14. PROTECTION OF MORTGAGEES.

14.1 Mortgage Permitted. Any owner may encumber his lot with a mortgage.

14.2 Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first mortgage that encumbers all or a portion of the Development, or any lot, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the mortgagee subordinates his interest, in writing, to such lien.

14.3 Amendment. No amendment to this Declaration, the Articles, or the Bylaws shall affect the rights of any mortgagee under any mortgage made in good faith and for value and recorded before the recordation of any such amendment unless the mortgagee either joins in the execution of the amendment or approves it in writing as a part of such amendment.

14.4 Foreclosure. If any lot is encumbered by a first mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments shall not operate to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien

of assessments or of installments that have been accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure purchaser taking title to the lot free of the lien. On taking title to the lot the foreclosure purchaser shall only be obligated to pay the assessments or other charges levied or assessed by the Association after the foreclosure purchaser acquired title to the lot. The term "foreclosure" as used herein shall include the exercise of a power of sale involving a default under said mortgage.

14.5 Restriction on Certain Changes. Except as may be provided by statute in case of condemnation or substantial loss to the lots or Common Area, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners other than Declarant of the individual lots have given their prior written approval, the Association shall not be entitled:

14.5.1 By act or omission to seek to abandon or terminate the project;

14.5.2 To change the pro rata interest or obligations of any individual lot for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each lot in the Common Area;

14.5.3 To partition or subdivide any lot;

14.5.4 By act or omission to seek abandon, partition, subdivide, encumber, sell, or transfer the Common Area. The granting of easements for public utilities or for other public purpose consistent with the intended use of Common Area by the Association or the owner shall not be deemed a transfer within the meaning of this clause;

14.5.5 To use hazard insurance proceeds for losses to lots or the Common Area for other than the repair, replacement, or reconstruction of such property, except as provided by the statute in case of substantial loss to the lots or Common Area.

14.6 Right to Examine Books and Records. First mortgagees can examine the books and records of the Association or the Development and can require the submission of financial data concerning the Association or the Development, including annual audit reports and operating statement as furnished to the owners.

14.7 Distribution of Insurance and Condemnation Proceeds. No lot owner, or any other party, shall have priority over any right of first mortgagees of any lots pursuant to their mortgages in case of a distribution to lot owners of insurance proceeds or condemnation awards for losses to or a taking of lots or Common Area. Any provision to the contrary in this Declaration, the Bylaws, or other documents relating to the Development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies (except those relating to personal property owned by lot owners) shall contain loss payable clauses acceptable to the affected mortgagees naming the mortgagees, as their interests may appear.

14.8 Notices to Mortgagees of Record. On any loss to any lot covered by a mortgage, if such loss exceeds \$1,000, or on any loss to the Common Area, if such loss exceeds \$10,000, or on the taking of the Common Area, notice in writing of such loss or taking shall be given to each mortgagee of record. If any owner of a lot is in default under any provision of this Declaration, the Bylaws, or the Association's rules and regulations, which default is not cured within thirty (30) days after written notice to such owner, the Association shall give to the mortgagee of record of such owner written notice of such default and of the fact that said thirty (30) day period has expired.

14.9 Effect of Breach. No breach of any provisions of this Declaration shall invalidate the lien of any mortgage in good faith and for value; this Declaration shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

14.10 Non-Curable Breach. Any mortgagee who acquires title to a lot by foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practicable or feasible to cure.

14.11 Loan to Facilitate. Any mortgage given to secure a loan to facilitate the resale of a lot after acquisition by foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of Section 14.

14.12 Appearance at Meetings. Because of its financial interest in the Development, any mortgagee may appear at meetings of the members and the Board to draw attention to violations of this Declaration that have not

been corrected or made the subject of remedial proceedings or assessments.

#### 15. CONTRACTS WITH DECLARANT

Any agreement between the Association and Declarant pursuant to which Declarant agrees to provide services shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days' written notice and shall have a maximum contract term of one (1) year, provided that the Board can renew any such contract on a year-to-year basis.

#### 16 AMENDMENTS

16.1 Amendment Before Close of First Sale. Before the close of the first sale in the Development to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant and any mortgagee of record of an instrument revoking the Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the county recorder where the Development is located.

16.2 Amendment After Close of First Sale. After the close of the first sale of a lot in the Development to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than seventy-five percent (75%) of the total voting power of the Association and sixty-seven percent (67%) of the voting power of members other than Declarant. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of members in order to take affirmative or negative action under such provision, the same percentage of such members shall be required to amend or revoke such provision. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the Secretary or other duly-authorized officer of the Association and shall make appropriate reference to this Declaration and its amendments shall be acknowledged and recorded in the office of the county recorder where the Development is located.

#### 17. GENERAL PROVISIONS

17.1 Headings. The headings used in this Declaration are for convenience only and are not to be used

to interpret the meaning of its provision.

17.2 Severability. The provision of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provisions shall not invalidate any other provisions.

17.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver thereof.

17.4 Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and may be enjoined or abated whether or not the relief sought is negative or affirmative action by Declarant, the Association, or any owners.

17.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the lot of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

17.6 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and the neuter, shall include masculine, feminine, or neuter as the context requires.

17.7 Easements Reserved and Granted. Any easement referred to this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any lot.

17.8 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of the owners.

17.9 Attorney's Fees. If any owner defaults in making a payment of assessments or in the performance of any

provision in this Declaration, and the Association has obtained the services of any attorney with respect to the defaults involved, the owner covenants and agrees to pay the Association all costs regardless of whether legal proceedings are instituted. In case a suit is instituted the owner shall also pay the cost of the suit, in addition to such costs and fees.

#### 18. PARTY WALLS

18.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction on a lot and placed on the dividing line between any lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

18.2 Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

18.3 Destruction by Fire or Other Casualty. If a party wall is destroyed by fire or other casualty, any owner who used the wall may restore it, and if other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution by reason of the negligent or willful acts or omissions.

18.4 Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

18.5 Right to Contribution. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners successors in title.

18.6 Arbitration. Any disputes arising concerning a party wall or under the provisions of this Article, shall be settled by arbitration in accordance with the Rules of

the American Arbitration Association, and judgment upon the award rendered (which award may include equitable relief) by the arbitrator(s) may be entered in any court having jurisdiction.

19. COVENANT IN FAVOR OF MUNICIPALITY

Each owner shall be prohibited from renting or leasing his lot or the structure located thereon or allowing same to be occupied by anyone other than him, the members of his family, and his guests or invitees for a period of one year from the date said lot is first sold to a purchaser.

Declarant has executed this instrument as of August 21, 1985.

NORTHPARK II, a joint venture

By *Bruce G. Strickland*  
VANGUARD WEST, INC., a  
California corporation,  
Joint Venturer, By  
BRUCE G. STRICKLAND,  
Vice President

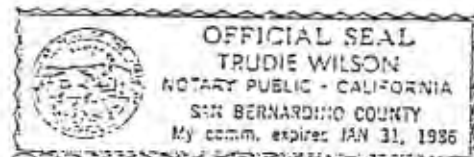
By *Ted Kourtis*  
TKI, INC., a California  
corporation, Joint Venturer,  
By TED KOURTIS, President

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) ss.

On this 21st day of August, 1985, before me, the undersigned, a Notary Public in and for said state, personally appeared Ted Kourtis personally known to me to be the President of TKI, Inc., the corporation that executed the within instrument, said person being known to me to be the person who executed the within instrument on behalf of said corporation, and said corporation being known to me to be one of the joint venturers of Northpark II, the joint venture that executed the within instrument, and acknowledged to me that such corporation executed the same both individually and as a joint venturer of said joint venture and that such joint venture also executed the same.

WITNESS my hand and official seal.

*Trudie Wilson*  
Notary Public in and for said state



85-1305505

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) ss.

On this 21st day of August, 1985, before me, the undersigned, a Notary Public in and for said state, personally appeared Bruce G. Strickland personally known to me to be the Vice President of Vanguard West, Inc., the corporation that executed the within instrument, said person being known to me to be the person who executed the within instrument on behalf of said corporation, and said corporation being known to me to be one of the joint venturers of Northpark II, the joint venture that executed the within instrument, and acknowledged to me that such corporation executed the same both individually and as a joint venturer of said joint venture and that such joint venture also executed the same.

WITNESS my hand and official seal.

*Trudie Wilson*  
\_\_\_\_\_  
Notary Public in and for said state.



Exhibit \_\_\_\_

**Procedures Regarding Temporary Relocation of  
Leasees and Authorized Occupants**

Vernon Housing Commission  
Procedures Regarding Temporary Relocation of Leasees and Authorized Occupants  
*Adopted December 10, 2014*

Pursuant to Ordinance 1183, as amended, and the Vernon Rental Housing Policy (“VRHP”), the Vernon Housing Commission (“VHC”) hereby adopts the following procedures to address any lease/authorized occupant’s need to be re-located temporarily.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair, and reasonable.”
- B. Every lease/authorized occupant is entitled to a habitable rental unit.
- C. If, through no fault of a Leasee, Authorized Occupant, and/or Guest, a rental unit becomes temporarily uninhabitable, as determined by the City, the Leasee and any Authorized Occupants shall be entitled, at the Leasee’s option, to be re-located to housing accommodations comparable to the rental unit in good condition for so long as the rental unit is uninhabitable.
- D. The VHC desires to adopt procedures with respect to the temporary relocation of Leasees and Authorized Occupants that are “neutral, fair, and reasonable.” The VHC recognizes that unless it uniformly applies a temporary relocation procedure to all leasees, it will not be treating all leasees neutrally and fairly.

Procedures

1. When Temporary Relocation is Authorized. Temporary relocation shall be authorized, at City expense, only if a rental unit is uninhabitable or if it is determined that in light of required repairs to a rental unit, temporary relocation will facilitate more expedient and cost effective repairs, even when the cost of temporary relocation is taken into account. Whether relocation should be authorized shall be determined on an objective basis in light of best practices for a private landlord, and shall be determined by disinterested City staff and/or consultants who have expertise with respect to the subject repair(s).

a. Required Relocation. If the City determines that a rental unit is uninhabitable, relocation shall be required until such time as the rental unit is returned to a habitable condition. Habitability shall be determined in light of the rental unit’s current condition and in light of the effect any needed repairs may have on the habitability of the rental unit during the course of repairs.

b. Optional Relocation. If a rental unit is otherwise habitable, a Leasee shall have an option either to accept relocation or to decline relocation, at the Leasee’s sole discretion, even if the total cost to repair to the rental unit shall be higher in light of the non-relocation.

2. Types of Alternative Housing. Generally, the type of alternative housing to which a Leasee and an Authorized Occupant is entitled shall be determined by the expected length of time alternative housing is required. As a general rule, if a temporary relocation is expected to last no more than 30 days, the relocation shall be presumed to be “short-term.” As a general rule, if a temporary relocation is expected to last for more than 30 days, the relocation shall be presumed to be “long-term.” Any presumption created by this procedure may be overcome if, as determined by the City, and based on the facts and circumstances of any particular case, an alternative categorization is appropriate.

a. Short-term Relocation. As a general rule, if short-term relocation is authorized, the alternative housing shall be in the form of a qualifying hotel or other short-term housing option, as provided for in the City’s Expense Reimbursement Policy (“ERP”), discussed below.

b. Long-term Relocation. As a general rule, if long-term relocation is authorized, the alternative housing shall be in the form of a comparably furnished apartment with a comparable number of bedrooms and bathrooms as the subject rental unit.

3. Reimbursable Relocation Expenses. If temporary relocation is authorized, the City shall bear all reasonable costs associated with the relocation, including the cost of alternative housing, the reasonable cost, if any, of moving personal possessions from and to the rental unit to the temporary housing, and any reasonable increase in food costs, if any, necessitated by the relocation. To the extent the City’s Expense Reimbursement Policy (“ERP”) then in effect covers a subject expense, the ERP shall govern the type of expense that may be covered and the amount of coverage. To the extent the ERP does not cover a subject expense, an expense may be covered only if it is actually incurred, is reasonable as determined by the City, and only for the actual amount of the expense.

4. Rent Abatement as an Alternative. If a Leasee who is otherwise entitled to relocation instead chooses to re-locate on his or her own, the Leasee shall be entitled to rent abatement for the length of time relocation would have otherwise been authorized.

5. Approval Required by City Attorney or Outside Counsel. If the amount of expected reimbursable relocation expenses is in excess of \$2,500, prior approval of the expenditure from the City Attorney or outside counsel to the VHC shall be required.