



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, October 05, 2021, 09:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California**

**Melissa Ybarra, Mayor
William Davis, Mayor Pro Tem
Leticia Lopez, Council Member
Crystal Larios, Council Member
Judith Merlo, Council Member**

MEETING ATTENDANCE PROTOCOLS

Based on California Department of Public Health guidelines and in accordance with Governor Newsom's Executive Order N-29-20, City Council meetings will transition to a hybrid format that includes both in-person and Zoom public participation.

Physical distancing and reduced capacity in the Council Chambers will be enforced. Masks must be worn in City Hall.

The public is encouraged to view the meeting at <http://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 837-2395-9507#.

You may submit comments to PublicComment@ci.vernon.ca.us with the subject line "October 5, 2021 City Council Meeting Public Comment Item #__." Comments received prior to 8 a.m., Tuesday, October 5, 2021, will be read into the record.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF 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.

PRESENTATIONS

1. City Clerk

[Recognition of Outgoing City Commission and Committee Members](#)

Recommendation:

Recognize outgoing Business and Industry Commissioner William "Bill" Davis; outgoing Vernon CommUNITY Fund Grant Committee Members Michael Gaviña and Judith Merlo; and outgoing Vernon Housing Commissioners Frank Gaviña and Melissa Ybarra for their dedicated service to the City of Vernon.

[1. Certificates of Recognition](#)

2. City Administration

[City Administrator Report:](#)

- [New Business Welcome](#)
- [Career Day](#)
- [New City Website](#)
- [National Clean-Up Day](#)
- [Police Department Grant Funded Activity](#)
- [Vernon City Hall Lighting Project](#)
- [Los Angeles Economic Development Corporation Most Business Friendly City Award Finalist](#)

Recommendation:

No action is required by City Council. This is a presentation only.

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.

3. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the September 21, 2021 Regular and Special City Council meeting minutes.

1. [20210921 City Council Minutes](#)
2. [20210921 City Council Minutes \(Special\)](#)

4. City Clerk

[Second Reading of Ordinance No. 1276 - Amendment to Vernon Municipal Code Chapter 22 to Regulate Sidewalk Vendors](#)

Recommendation:

Waive full reading and conduct second reading of Ordinance No. 1276 adding Article X to Chapter 22 of the Municipal Code regulating sidewalk vending.

[1. Ordinance No. 1276](#)

5. City Clerk

[Results of the City of Vernon September 14, 2021 Special Municipal Election](#)

Recommendation:

Adopt Resolution No. 2021-28 reciting the facts of the Special Municipal Election held on September 14, 2021, declaring the results and such other matters as provided by law.

[1. Resolution No. 2021-28](#)

6. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 74, for the period of September 5 through September 18, 2021, totaling \$8,836,857.29 and consisting of ratification of electronic payments totaling \$8,320,043.44 and ratification of the issuance of early checks totaling \$516,813.85.

[1. Operating Account Warrant Register No. 74](#)

7. Public Works

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the August 2021 Building Report.

[1. August 2021 Building Report](#)

8. Police Department

[Huntington Park Police Department Jail Division Agreement for Inmate Housing](#)

Recommendation:

Approve and authorize the City Administrator to execute the Inmate Housing Agreement, in substantially the same form as submitted, for housing of pre-arraignment arrestees for a total amount not to exceed \$225,000 (\$75,000 per year), for a three-year term.

[1. Huntington Park Police Department Jail Division Agreement for Inmate Housing](#)

9. Public Works

[Public Works Street Operations Division Vehicle Purchase](#)

Recommendation:

Approve and authorize the issuance of a Purchase Order to Quinn Company for one new Caterpillar Inc. Model: 420 Backhoe Loader for a total amount not to exceed \$145,130.18.

[1. Sourcewell Quote for Backhoe Loader](#)

NEW BUSINESS

10. Public Works

[Purchase Contract for City Contract No. CS-1388: Phase I Environmental Report and Soils Report at 4528 and 4530 Bandini Boulevard](#)

Recommendation:

A. Find that the proposed action is statutorily exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15262, because the project only involves feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded;

B. Approve and authorize the issuance of a Purchase Contract with Tetra Tech, Inc. for the Phase I Environmental Report and Soils Report at 4528 and 4530 Bandini Boulevard for a total amount of \$28,540; and

C. Authorize a contingency of \$21,000 in the event that further soil sampling, testing and analysis is necessary, and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount, if necessary.

[1. Tetrattech Proposal](#)

ORAL REPORTS

City Administrator Reports on Activities and Other Announcements.

City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff.

CLOSED SESSION

11. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: Malburg Generating Station, 2715 East 50th Street, Vernon, California

Agency negotiator: Carlos Fandino, City Administrator

Negotiating parties: Bicent (California) Malburg LLC

Under negotiation: Consideration of Price and Terms of Payment

12. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Jerry Chavez v. City of Vernon


Los Angeles Superior Court Case No. BC719460

CLOSED SESSION REPORT

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted in accordance with applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours prior to the meeting.

Dated this 30th day of September, 2021.

By:  _____
Sandra Dolson, Administrative Secretary

Guide to City Council Proceedings

Meetings of the City Council are held the first and third Tuesday of each month at 9:00 a.m. and are conducted in accordance with Rosenberg's Rules of Order (Vernon Municipal Code Section 2.1-1).

Copies of all agenda items and back-up materials are available for review in the City Clerk Department, Vernon City Hall, 4305 Santa Fe Avenue, Vernon, California, and are available for public inspection during regular business hours, Monday through Thursday, 7:00 a.m. to 5:30 p.m. Agenda reports may be reviewed on the City's website at www.cityofvernon.org or copies may be purchased for \$0.10 per page.

Disability-related services are available to enable persons with a disability to participate in this meeting, consistent with the Americans with Disabilities Act (ADA). In compliance with ADA, if you need special assistance, please contact the City Clerk department at CityClerk@ci.vernon.ca.us or (323) 583-8811 at least 48 hours prior to the meeting to assure arrangements can be made.

The **Public Comment** portion of the agenda is for members of the public to present items, which are not listed on the agenda but are within the subject matter jurisdiction of the City Council. The City Council cannot take action on any item that is not on the agenda but matters raised under Public Comment may be referred to staff or scheduled on a future agenda. Comments are limited to three minutes per speaker unless a different time limit is announced. Speaker slips are available at the entrance to the Council Chamber.

Public Hearings are legally noticed hearings. For hearings involving zoning matters, the applicant and appellant will be given 15 minutes to present their position to the City Council. Time may be set aside for rebuttal. All other testimony shall follow the rules as set for under Public Comment. If you challenge any City action in court, you may be limited to raising only those issues you or someone else raised during the public hearing, or in written correspondence delivered to the City Clerk at or prior to the public hearing.

Consent Calendar items may be approved by a single motion. If a Council Member or the public wishes to discuss an item, it may be removed from the calendar for individual consideration. Council Members may indicate a negative or abstaining vote on any individual item by so declaring prior to the vote on the motion to adopt the Consent Calendar. Items excluded from the Consent Calendar will be taken up following action on the Consent Calendar. Public speakers shall follow the guidelines as set forth under Public Comment.

New Business items are matters appearing before the Council for the first time for formal action. Those wishing to address the Council on New Business items shall follow the guidelines for Public Comment.

Closed Session allows the Council to discuss specific matters pursuant to the Brown Act, Government Code Section 54956.9. Based on the advice of the City Attorney, discussion of these matters in open session would prejudice the position of the City. Following Closed Session, the City Attorney will provide an oral report on any reportable matters discussed and actions taken. At the conclusion of Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take formal action as it deems appropriate.

City Council Agenda Item Report

Agenda Item No. COV-798-2021
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: October 5, 2021

SUBJECT

Recognition of Outgoing City Commission and Committee Members

Recommendation:

Recognize outgoing Business and Industry Commissioner William "Bill" Davis; outgoing Vernon CommUNITY Fund Grant Committee Members Michael Gaviña and Judith Merlo; and outgoing Vernon Housing Commissioners Frank Gaviña and Melissa Ybarra for their dedicated service to the City of Vernon.

Background:

The City of Vernon has several Boards, Commissions and Committees, established by Charter, ordinance, or resolution, that advise the Council on policy matters or review specific issues and carry out assignments as requested by the City Council, or prescribed by law. The following Commissioners and Committee Members have provided invaluable service to the City.

William "Bill" Davis served on the Business and Industry Commission from July 1, 2016 to June 30, 2021.

Frank Gaviña served on the Vernon Housing Commission from June 7, 2016 to July 20, 2021.

Michael Gaviña served on the Vernon CommUNITY Fund Grant Committee from July 1, 2014 to July 20, 2021.

Judith Merlo served on the Vernon CommUNITY Fund Grant Committee from July 21, 2020 to June 6, 2021.

Melissa Ybarra served on the Vernon Housing Commission from December 6, 2012 to July 20, 2021.

Staff recommends that the City Council present Certificates of Recognition for their service to the City.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Certificates of Recognition](#)



Certificate of Appreciation

The City Council of the City of Vernon, California hereby recognizes

William "Bill" Davis

for his service on the Vernon Business and Industry Commission
from July 1, 2017 to June 30, 2021.

The Vernon City Council thanks Mr. Davis for his leadership and dedication.

*Dated this 5th day of October 2021,
Executed on behalf of the Vernon City Council,*

MELISSA YBARRA, Mayor



Certificate of Appreciation

The City Council of the City of Vernon, California hereby recognizes

Frank Gaviña

for his service on the Vernon Housing Commission
from June 7, 2016 to July 20, 2021.

The Vernon City Council thanks Mr. Gaviña for his leadership and dedication.

*Dated this 5th day of October 2021,
Executed on behalf of the Vernon City Council,*

MELISSA YBARRA, Mayor



Certificate of Appreciation

The City Council of the City of Vernon, California hereby recognizes

Michael Gaviña

for his service on the Vernon CommUNITY Fund Grant Committee
from July 1, 2014 to July 20, 2021.

The Vernon City Council thanks Mr. Gaviña for his leadership and dedication.

*Dated this 5th day of October 2021,
Executed on behalf of the Vernon City Council,*

MELISSA YBARRA, Mayor



Certificate of Appreciation

The City Council of the City of Vernon, California hereby recognizes

Judith Merlo

for her service on the Vernon CommUNITY Fund Grant Committee
from July 21, 2020 to June 6, 2021.

The Vernon City Council thanks Ms. Merlo for her leadership and dedication.

*Dated this 5th day of October 2021,
Executed on behalf of the Vernon City Council,*

MELISSA YBARRA, Mayor



Certificate of Appreciation

The City Council of the City of Vernon, California hereby recognizes

Melissa Ybarra

for her service on the Vernon Housing Commission
from December 6, 2012 to July 20, 2021.

The Vernon City Council thanks Ms. Ybarra for her leadership and dedication.

*Dated this 5th day of October 2021,
Executed on behalf of the Vernon City Council,*

WILLIAM DAVIS, Mayor Pro Tem

City Council Agenda Item Report

Agenda Item No. COV-810-2021

Submitted by: Lilia Hernandez

Submitting Department: City Administration

Meeting Date: October 5, 2021

SUBJECT

City Administrator Report:

- New Business Welcome
- Career Day
- New City Website
- National Clean-Up Day
- Police Department Grant Funded Activity
- Vernon City Hall Lighting Project
- Los Angeles Economic Development Corporation Most Business Friendly City Award Finalist

Recommendation:

No action is required by City Council. This is a presentation only.

Background:

The City Administrator Report is a monthly presentation highlighting City projects, responses to Council inquiries, and events and activities of interest to the community. The report will be available at the time of the meeting.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-752-2021
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: October 5, 2021

SUBJECT

Approval of Minutes

Recommendation:

Approve the September 21, 2021 Regular and Special City Council meeting minutes.

Background:

Staff has prepared and hereby submits the minutes for approval.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [20210921 City Council Minutes](#)
2. [20210921 City Council Minutes \(special\)](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 21, 2021
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

Mayor Ybarra called the meeting to order at 10:12 a.m.

FLAG SALUTE

Since the Flag Salute was conducted during the Special meeting, it was not conducted during the Regular meeting.

ROLL CALL

PRESENT: Melissa Ybarra, Mayor
William Davis, Mayor Pro Tem
Leticia Lopez, Council Member (via remote access)
Crystal Larios, Council Member
Judith Merlo, Council Member

STAFF PRESENT:

Carlos Fandino, City Administrator
Zaynah Moussa, Interim City Attorney
Lisa Pope, City Clerk
Scott Williams, Finance Director
Abraham Alemu, Public Utilities General Manager
Michael Earl, Human Resources Director
Fredrick Agyin, Health and Environmental Control Director
Robert Sousa, Police Chief
Dan Wall, Public Works Director

APPROVAL OF THE AGENDA

MOTION

Mayor Pro Tem Davis moved and Council Member Lopez seconded a motion to approve the agenda. The question was called and the motion carried unanimously.

PUBLIC COMMENT

None.

PRESENTATIONS

1. Recognition of Retiring Employee - Victor Vasquez

Recommendation: Acknowledge and present a proclamation to retiring employee Victor Vasquez, Meter Reader, Lead, in recognition of his dedicated service to the City of Vernon.

City Clerk Pope read the proclamation and Mayor Ybarra presented the proclamation to Mr. Vasquez.

2. Employee Service Pin Awards for August 2021

Recommendation: No action required by City Council. This is a presentation only.

Human Resources Director Earl acknowledged Alexis Hwang, Senior Administrative Assistant, and Patrick W. Cam, Police Officer, as recipients of the Employee Service Pin Awards for August 2021.

3. Presentation on Pension Obligation Bonds

Recommendation: No action required by City Council. This is a presentation only.

Finance Director Williams and Ira Summer, GovInvest, presented the item.

CONSENT CALENDAR

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to approve the Consent Calendar. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

4. Approval of Minutes

Recommendation: Approve the August 17, 2021 Regular City Council meeting minutes.

5. Claims Against the City

Recommendation: Receive and file the claims submitted by Phoenix Law Firm, on behalf of Theresa Rodriguez, in the amount in excess of \$25,000; and Marvin Rodas in the amount of \$1,176.25.

6. Conflict of Interest Code (Statement of Economic Interests)

Recommendation: Adopt Resolution No. 2021-29 establishing a conflict of interest code for all agencies, boards, commission, committees, designated City personnel and officials, and repealing Resolution No. 2020-33.

7. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 73, for the period of August 1 through September 4, 2021, totaling \$20,337,916.38 and consisting of ratification of electronic payments totaling \$19,695,271.53, ratification of the issuance of early checks totaling \$642,644.85 and voided Check Nos. 607774 and 607834 totaling \$1,028.86.

- 8. City Payroll Warrant Register**
Recommendation: Approve City Payroll Warrant Register No. 783, for the period of August 1 through August 31, 2021, totaling \$2,442,887.19 and consisting of ratification of direct deposits, checks and taxes totaling \$1,629,586.75 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$813,300.44 paid through operating bank account.
- 9. Fire Department Activity Report**
Recommendation: Receive and file the July 2021 Fire Department Activity Report.
- 10. Police Department Activity Report**
Recommendation: Receive and file the July 2021 Police Department Activity Report.
- 11. Public Works Department Monthly Report**
Recommendation: Receive and file the July 2021 Building Report.
- 12. City Housing Quarterly Report**
Recommendation: Receive and file the September 2021 City Housing Quarterly Report.
- 13. Acceptance of Electrical Easement at 2638 East Vernon Avenue (APN 6308-005-015)**
Recommendation: A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment; accepting a utility easement does not have the potential for significant effect on the environment, and therefore is exempt from CEQA; and B. Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance.
- 14. Award of City Contract No. CS-1349 Americans with Disabilities (ADA) Improvements at the Intersection of Pacific Blvd./ Vernon Ave. and Santa Fe Ave.**
Recommendation: A. Find that the proposed action is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways, streets and sidewalks), because the project consists of the maintenance, repair, or minor alteration of existing streets for ADA improvements and involves no expansion of an existing use; B. Accept the bid proposal from EBS General Engineering, Inc., as the lowest responsive and responsible bidder for the ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave. project and reject all other bids; C. Approve and authorize the City Administrator to execute Contract No. CS-1349 in the amount of \$90,281 for the ADA Improvements Project at Pacific Blvd./Vernon Ave. and Santa Fe Ave. project, in substantially the same form as submitted, for a period not to exceed 30 calendar days; and D. Authorize a contingency of \$15,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue a change order for an amount up to the contingency amount if necessary.
- 15. Agreement with Cintas Uniform Rental Services (Cintas)**
Recommendation: Approve and authorize the City Administrator to execute a three-year Facilities Solutions Agreement with Cintas, in substantially the same form as submitted, for an amount not to exceed \$50,000.
- 16. Acceptance of Work of Siemens Mobility Inc. for the Traffic Signal Maintenance FY 2018 Project (Contract No. CS-0915)**
Recommendation: A. Affirm that this project was previously evaluated for environmental impacts and found to be categorically exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15301, because this project only consisted of

maintenance and repair of the City's traffic signals and did not involve any expansion of existing facilities; and B. Accept the work of Siemens Mobility, Inc. as part of the Traffic Signal Maintenance FY 2018 Project, Contract No. CS-0915, and authorize staff to submit for recordation a Notice of Completion for the project.

17. Tentative Parcel Map No. 83466 for Torrance Logistics Company, LLC Located at 2709 East 37th Street

Recommendation: A. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels," of the CEQA guidelines, because the proposed division of property is in an area zoned Industrial, it is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office; and B. Adopt Resolution No. 2021-30 granting Tentative Parcel Map No. 83466 to Torrance Logistics Company, LLC to subdivide the parcel located at 2709 East 37th Street.

18. Amendment No. 1 to Measure R Funding Agreement for the Atlantic Boulevard Bridge Rehabilitation and Widening Project between City of Vernon and The Los Angeles County Metropolitan Transportation Authority

Recommendation: A. Find that the approval of the proposed Amendment to Measure R Funding Agreement is consistent with the initial Study/Mitigated Negative Declaration prepared for this project by the City of Vernon pursuant to the provisions under the California Environmental Quality Act (CEQA) in accordance with Section 15063; and B. Approve and authorize the Mayor to execute Amendment No. 1 to the Measure R Funding Agreement in substantially the same form as submitted.

19. Agreement between the Cities of Maywood and Vernon for Traffic Signal Maintenance at the Intersection of Downey Road and Slauson/Malburg Way

Recommendation: A. Find that the proposed action is categorically exempt under the California Environmentally Quality Act ("CEQA") review in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and involves negligible or no expansion of an existing use; and B. Approve and authorize the Mayor to execute the Agreement between the Representative Cities of Maywood and Vernon for Traffic Signal Maintenance, in substantially the same form as submitted, for a term of five years.

20. North American Energy Standards Board (NAESB) Base Contract for Sale and Purchase of Natural Gas

Recommendation: Approve and authorize the City Administrator to execute NAESB Contracts with (1) Citadel Energy Marketing LLC, (2) DTE Energy Trading, and (3) Twin Eagle Resource Management, LLC., in substantially the same form as submitted, for the purpose of buying and selling natural gas as needs dictate and in compliance with the general terms established in the contracts.

21. 2020 Power Source Disclosure Program Annual Report and Power Content Label

Recommendation: A. Ratify the submission to the California Energy Commission (CEC) of the attestation signed by Vernon Public Utilities' General Manager, of the veracity of the 2020 Power Source Disclosure Program Annual Report; and B. Approve the 2020 Power Content Label and authorize its submission to the CEC.

22. Peace Officer Standards and Training (POST) Entry-Level Law Enforcement Test Battery Security Agreement

Recommendation: Approve and authorize the Director of Human Resources to execute a one-year Security Agreement with the California Commission on POST, in substantially the same form as submitted, in order to acquire the right to use the POST Entry-Level Law Enforcement Test Battery (PELLETB).

23. Services Agreement with Alliant Insurance Services, Inc.

Recommendation: Approve and authorize the City Administrator to execute a three-year services agreement with Alliant Insurance Services, Inc. (Alliant), in substantially the same form as submitted, to perform professional Health Benefits Brokerage and Consulting Services, effective October 1, 2021 through September 30, 2024, for a total not to exceed \$222,000 (\$74,000 per year) over the three-year term.

24. Application for Funding and Agreement of Community Development Block Grant Program - Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) Allocation

Recommendation: Adopt Resolution No. 2021-31 approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program - Coronavirus Response Round 2 and 3 notice of funds available dated December 18, 2020 to cover most of costs incurred in the AltaMed Services for COVID-19 Screening and Testing Grant.

25. Drug Enforcement Administration Agreement

Recommendation: Approve and authorize the City Administrator to execute a Surge Program - Funded State and Local Task Force Agreement with the Drug Enforcement Administration (DEA), Los Angeles Field Division, in substantially the same form as submitted, for continued participation in the Southwest Border Initiative (SWBI) taskforce with an effective date of October 1, 2021.

26. Police Department Vehicle Purchase

Recommendation: Approve and authorize the issuance of a purchase order to Wondries Fleet Group/National Auto Fleet Group for a 2022 Chevrolet Traverse through the Sourcewell Master Vehicle Contract (120716-NAF) for approximately \$43,071.41 to replace one administrative vehicle in the Police Department fleet.

27. Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant Agreement

Recommendation: Approve and authorize the City Administrator, Police Chief, and Police Sergeant to execute an agreement between the City of Vernon and the Office of Traffic Safety, in substantially the same form as submitted, for a one (1) year term, for participation in the Selective Traffic Enforcement Program (STEP) with an effective date of October 1, 2021.

28. Regulation of Commercial Cannabis Businesses in the City of Vernon

Recommendation: Approve an indefinite hold on further action regarding regulation of commercial cannabis businesses.

NEW BUSINESS

29. Contract Award for City Contract No. CS-1345: City Hall Basement Cooling System Update

Recommendation: A. Find that approval of the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the restoration or rehabilitation of deteriorated existing equipment and involves negligible or no expansion of an existing use; B. Accept the bid proposal from Western Allied Corporation, as the lowest responsive and responsible bidder for the City Hall Basement Cooling System Update and reject all other bids; C. Approve and authorize the City Administrator to execute Contract No. CS-1345 in the amount of \$275,200 for the City Hall Basement Cooling System Update Project, in substantially the same form as submitted, for a period not to exceed 180 calendar days; and D. Authorize a contingency amount of \$15,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

Public Works Director Wall presented the staff report.

MOTION

Mayor Pro Tem Davis moved and Council Member Larios seconded a motion to: A. Find that approval of the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the restoration or rehabilitation of deteriorated existing equipment and involves negligible or no expansion of an existing use; B. Accept the bid proposal from Western Allied Corporation, as the lowest responsive and responsible bidder for the City Hall Basement Cooling System Update and reject all other bids; C. Approve and authorize the City Administrator to execute Contract No. CS-1345 in the amount of \$275,200 for the City Hall Basement Cooling System Update Project, in substantially the same form as submitted, for a period not to exceed 180 calendar days; and D. Authorize a contingency amount of \$15,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary. The question was called and the motion carried unanimously.

30. Amendment to Vernon Municipal Code Chapter 22 to Regulate Sidewalk Vendors

Recommendation: A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment; B. Waive full reading and introduce and conduct first reading of Ordinance No. 1276 adding Article X to Chapter 22 of the Municipal Code regulating sidewalk vending; and C. Direct staff to schedule second reading and adoption for the October 5, 2021 City Council meeting.

Public Works Director Wall presented the staff report.

In response to Council questions, Public Works Director Wall explained the purpose of the ordinance and permitting costs.

MOTION

Council Member Lopez moved and Mayor Ybarra seconded a motion to: A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment; B. Waive full reading and introduce and conduct first reading of Ordinance No. 1276 adding Article X to Chapter 22 of the Municipal Code regulating sidewalk vending; and C. Direct staff to schedule second reading and adoption for the October 5, 2021 City Council meeting. The question was called and the motion carried unanimously.

31. Services Agreement with Port Canaveral Power Consultants, Inc., for Technical Consulting Services Regarding Electrical Generation

Recommendation: Approve and authorize the City Administrator to execute a Services Agreement with Port Canaveral Power Consultants, Inc. (Port Canaveral), in substantially the same form as submitted, for a three-year term in an amount not-to-exceed \$786,000 effective September 21, 2021, to provide technical advice and recommendations for all matters involving and related to electrical generation.

Public Utilities General Manager Alemu presented the staff report.

MOTION

Mayor Pro Tem Davis moved and Council Member Merlo seconded a motion to approve and authorize the City Administrator to execute a Services Agreement with Port Canaveral Power Consultants, Inc. (Port Canaveral), in substantially the same form as submitted, for a three-year term in an amount not-to-exceed \$786,000 effective September 21, 2021, to provide technical advice and recommendations for all matters involving and related to electrical generation. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino reported on the success of National Clean-Up Day on September 18, 2021; Career Day on September 22, 2021, at 5 p.m.; City of Vernon Blood Drive on September 30, 11 a.m. to 5 p.m.; DUI Check Point on August 20 and 27, 2021; and results of the September 14, 2021 Special Municipal Election to be presented on October 5, 2021.

City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff.

None.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 10:59 a.m.

ATTEST:

MELISSA YBARRA, Mayor

LISA POPE, City Clerk
(seal)

**MINUTES
VERNON CITY COUNCIL
SPECIAL MEETING
TUESDAY, SEPTEMBER 21, 2021
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

Mayor Ybarra called the meeting to order at 8:33 a.m.

FLAG SALUTE

Mayor Ybarra led the Flag Salute.

ROLL CALL

PRESENT: Melissa Ybarra, Mayor
William Davis, Mayor Pro Tem
Leticia Lopez, Council Member (via remote Access)
Crystal Larios, Council Member
Judith Merlo, Council Member

STAFF PRESENT:

Carlos Fandino, City Administrator
Zaynah Moussa, Interim City Attorney
Lisa Pope, City Clerk
Angela Kimmey, Acting Deputy City Administrator
Michael Earl, Human Resources Director

APPROVAL OF THE AGENDA

MOTION

Mayor Pro Tem Davis moved and Council Member Lopez seconded a motion to approve the agenda. The question was called and the motion carried unanimously.

PUBLIC COMMENT

None.

RECESS

Mayor Ybarra recessed the meeting to Closed Session at 8:35 a.m.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Consideration of Initiation of Litigation.
Government Code Section 54956.9(d)(4)
Number of potential cases: 1

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Jerry Chavez v. City of Vernon
Los Angeles Superior Court Case No. BC719460

RECONVENE

At 10:11 a.m., Mayor Ybarra adjourned the Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

Interim City Attorney Moussa reported that the Council met in Closed Session, discussed the items on the agenda, and took no reportable action.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 10:12 a.m.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Agenda Item No. COV-800-2021

Submitted by: Lisa Pope

Submitting Department: City Clerk

Meeting Date: October 5, 2021

SUBJECT

Second Reading of Ordinance No. 1276 - Amendment to Vernon Municipal Code Chapter 22 to Regulate Sidewalk Vendors

Recommendation:

Waive full reading and conduct second reading of Ordinance No. 1276 adding Article X to Chapter 22 of the Municipal Code regulating sidewalk vending.

Background:

At the September 21, 2021 Regular City Council Meeting, the Vernon City Council introduced and conducted first reading of Ordinance No. 1276 adding Article X to Chapter 22 of the Vernon Municipal Code regulating sidewalk vendors.

The Ordinance summary was posted on the City's bulletin board on September 22, 2021, and will be published pursuant to legal requirements.

Staff requests the City Council waive full reading of the ordinance, and conduct second reading and adopt Ordinance No. 1276.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- [1. Ordinance No. 1276](#)

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON,
CALIFORNIA, ADDING ARTICLE X TO CHAPTER 22 OF THE VERNON
MUNICIPAL CODE REGARDING SIDEWALK VENDORS

SECTION 1. Recitals.

- A. On September 17, 2018, Senate Bill No. 946 (SB 946) was signed into law, adding sections 51036-51039 to the California Government Code.
- B. SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”.
- C. SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control.
- D. The Vernon Municipal Code does not currently address or regulate sidewalk vending operations.
- E. The City desires to adopt a sidewalk vending ordinance setting forth operational requirements for sidewalk vending within the City to ensure compliance with state law and to protect the health, safety, and welfare of the public.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct and are a substantial part of this Ordinance.

SECTION 3. The City Council hereby finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”), in accordance with CEQA Guidelines § 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment.

SECTION 4. The City Council hereby finds that this Ordinance is adopted consistent with the authority under SB 946 to regulate the time, place and manner of sidewalk vending operations in the City’s jurisdiction, in the interest of promoting public health, safety and welfare.

SECTION 5. The City Council further finds that such restrictions on street vending are necessary to:

- 1. Prevent interference with public safety personnel in the performance of their duties.

2. Maintain unobstructed sidewalks, pathways, streets, alleys, etc., to allow pedestrians and vehicular traffic, including ingress and egress from any building, place or business, from street to sidewalk, or by persons exiting or entering parked or standing vehicles, particularly for individuals with disabilities.
3. Allow continued public access, use, and maintenance of public facilities, including but not limited to paths, sidewalks, traffic signs/signals, fire hydrants, and public transportation services.
4. Limit sidewalk vendors' hours of operation within areas adjacent to residential zones, and prohibit stationary sidewalk vending in areas zoned exclusively residential, to protect the safety of vendors and residents and to promote the welfare of residents by prohibiting commercial activities and associated noise and traffic during hours and in zones wherein residents can and should expect peace and quiet.
5. Limit sidewalk vendors' hours of operation and prohibit the operation of any sidewalk vendor who is a state-registered sex offender within 500 feet of schools to protect the health and safety of children, including but not limited to the danger that could be caused by sidewalk congestion when school children are arriving or leaving in large numbers.
6. To prevent food-borne illness and protect the health and safety of the public, every sidewalk vendor is required to adhere to the provisions of California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code).
7. Prevent sidewalk vendors from selling alcohol, cannabis, tobacco products, any product containing nicotine, adult-oriented materials, or any products used to smoke/vape cannabis or nicotine to protect the health and safety of the public to ensure that minors do not gain illegal access to these products.
8. Require sidewalk vendors to obtain insurance to protect the health and safety of the public and employees of sidewalk vendors, because insurance would help ensure a source of funding for bodily and property damage resulting from sidewalk vendors' activities. Further, compelling sidewalk vendors to provide liability insurance with the City named as an additional insured with respect to liability arising out of a vendor's use of City property is necessary to protect the City against claims for bodily injury and property damage arising during the vendors' and patrons' uses of City property for their commercial activity.
9. As to all other regulations set forth in the Ordinance, they are directly related to objective health, safety, and welfare concerns, including but not limited to the health, safety and welfare of vendors, their prospective patrons, pedestrians, those protected by the Americans with Disabilities Act, those operating motor

vehicles at intersections and in rights-of-way adjacent to sidewalks, and the public at large.

SECTION 6. Article X of Chapter 22, is hereby added to the Vernon Municipal Code, as follows:

Chapter 22 Streets and Sidewalks

Article X. Sidewalk Vending

Table of Contents

22.200	Purpose.
22.210	Definitions.
22.220	Sidewalk vending permits.
22.230	General regulations.
22.240	Location-specific regulations.
22.250	Violation-Penalty.
22.260	Ability-to-pay determination.
22.270	Removal or disposal of seized property.
22.280	Revocation of permit.

Section 22.200. Purpose.

Sidewalk vending promotes entrepreneurship and can provide a vibrant street scene. The procedures and standards in this article are intended to provide an orderly framework allowing street vending while protecting the health and wellbeing of the public.

Section 22.210. Definitions.

As used in this article, the following meanings shall apply:

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk vending receptacle" means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance.

"Sidewalk vendor" means a person who sells food or merchandise from a sidewalk vending receptacle, or from one's person, upon a public sidewalk or other pedestrian path.

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

Section 22.220. Sidewalk vending permits.

- (a) Only sidewalk vendors with valid sidewalk vending permits issued by the Public Works Director may vend upon the city's public streets or right-of-ways.
- (b) A sidewalk vending permit shall be valid for a period of one (1) year from the date of issuance, unless sooner revoked as set forth in this article.
- (c) To apply for a sidewalk vending permit, the applicant must provide:
 - 1. A completed application form containing:
 - (i) Their name and mailing address;
 - (ii) Description of the merchandise offered for sale or exchange;
 - (iii) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal and any owners of the company, partnership, or corporation;
 - (iv) Certification that the information is true to his or her knowledge and belief; and
 - (v) Provide proof of liability insurance as required by, and in a form acceptable to, the Finance Department.
 - 2. A copy of a California's driver's license or identification card, an individual taxpayer identification number, or a Social Security number. Such information is not a public record and will remain confidential as required by Government Code section 51038(c)(4).
 - 3. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required.
 - 4. A copy of a valid mobile food permit issued by the City of Vernon Health and Environmental Control Department, as required.

5. A statement indicating whether the sidewalk vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor and, if roaming, the intended method and path of travel.
- (d) To ensure the safety of residents and the merchantability of products sold by vendors without a fixed place of business, the city requires all sidewalk vending applicants to undergo a fingerprinting background check and to submit the results to the City as an attachment to their application.
- (e) The sidewalk vending permit application shall require the applicant to agree, in writing, to comply with all the provisions of this article and all applicable provisions of the Vernon Municipal Code.

Section 22.230. General regulations.

- (a) To maintain accessibility standards for the disabled, every sidewalk vendor operating on any public street or right-of-way must ensure that no obstruction is placed in the public street or right-of-way that would reduce the width of the public street or right-of-way to less than forty-eight (48) inches, exclusive of the top of the curb. No obstruction shall be located in a public street or right-of-way less than six (6) feet in width when the sidewalk is adjacent to the curb.
- (b) To prevent food-borne illness and protect the health and safety of the City's residents, every sidewalk vendor selling any food or beverage is required to adhere to the provisions of California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code).
- (c) A sidewalk vending permit does not provide an exclusive right to operate within any specific portion of the public street or right-of-way.
- (d) No equipment or objects used for sidewalk vending purposes may be left unattended in public spaces or in any portion of the public street or right-of-way from 10:00 p.m. to 6:00 a.m. Any equipment or objects left overnight in public spaces or in any portion of the public street or right-of-way will be considered discarded and may be seized or disposed of by the City in accordance with this article.
- (e) To facilitate the enforcement of this article, every sidewalk vendor must display their city-issued sidewalk vending permit on the street-side portion of their sidewalk vending receptacle when operating in the public street or right-of-way.
- (f) To preserve accessibility to private and public facilities, a sidewalk vendor operating on any public street or right-of-way must ensure that no obstruction is placed impeding entry to and exit from a business or residence or access to a public facility.
- (g) A sidewalk vendor shall not engage in the selling of alcohol, cannabis, tobacco products, products that contain nicotine or any product used to smoke/vape nicotine

or cannabis, or adult-oriented material depicting, describing or relating to sexual activities.

- (h) A sidewalk vendor must carry a waste disposal bag or container to permit the disposal of trash, food, or liquids.
- (i) No sidewalk vending receptacle shall contain or use propane, natural gas, or other explosive or hazardous materials. A sidewalk vendor may not use an open flame on or within any sidewalk vending receptacle.
- (j) Sidewalk vending receptacles shall not touch, lean against, or be affixed at any time to any building or structure including, but not limited to lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers.
- (k) The City Administrator or designee may adopt administrative regulations imposing additional requirements consistent with this article and all other applicable laws in order to regulate the time, place, and manner of vending.

Section 22.240. Location-specific regulations.

- (a) Sidewalk vending hours' limitations in areas zoned for nonresidential use will be as restrictive as any limitations on hours of operation imposed on other businesses or uses on the same street, excluding those permitted to operate twenty-four (24) hours.
- (b) Sidewalk vending, adjacent to residential uses, is limited to the hours of 9:00 a.m. through 5:00 p.m.
- (c) Stationary sidewalk vendors are prohibited from operating within areas that are zoned exclusively residential.
- (d) A sidewalk vendor is prohibited from operating within five hundred (500) feet of any area subject to a temporary use permit or a special event permit for the duration of the temporary use or special event permit.
- (e) To limit traffic congestion and protect the safety of children traveling to and from and in and around schools from potential adverse safety impacts due, in part, to sidewalk congestion, no sidewalk vendor is permitted to operate within five hundred (500) feet of a public or private school during the period extending of one (1) hour before the start of classes and one (1) hour after the end of classes.
- (f) To limit traffic congestion and protect the safety of transit riders from potential adverse safety impacts due, in part to sidewalk congestion, no sidewalk vendor is permitted to operate within five hundred feet of a transit stop.

- (g) To protect the health and safety of school children, no state-registered sex offender may operate as a sidewalk vendor within five hundred (500) feet of a public or private school at any time.

Section 22.250. Violation-Penalty.

- (a) Any violation for failure to obtain a permit as mandated by this article is punishable by an administrative fine not to exceed:
1. Two hundred fifty dollars (\$250.00) for a first violation; or
 2. Five hundred dollars (\$500.00) for a second violation within one (1) year of the first violation; or
 3. One thousand dollars (\$1,000.00) for each additional violation within one (1) year of the first violation.
- (b) Any violation of any other provision of this article is punishable by an administrative fine not to exceed:
1. One hundred dollars (\$100.00) for a first violation; or
 2. Two hundred dollars (\$200.00) for a second violation within one (1) year of the first violation; or
 3. Five hundred dollars (\$500.00) for each additional violation within one (1) year of the first violation.
 4. The Public Works Director may rescind a sidewalk vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this article.
- (c) Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the receptacle used for vending purposes, in accordance with applicable law.
- (d) An administrative violation under this section constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this section.

Section 22.260. Ability-to-pay determination.

- (a) Any fine issued under Section 22.240 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.

- (b) If the requestor is receiving public benefits under Government Code section 68632, subdivision (a), or has a monthly income which is one hundred twenty-five (125) percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Public Works Director will limit the total amount of the requestor's administrative fine to twenty percent (20%) of the total.

Section 22.270. Removal or disposal of seized property.

The City may dispose of the sidewalk vending receptacle (including any associated merchandise, food, equipment, or objects) if not claimed within 30 days of removal by City, or if an administrative appeal is filed related to the removal, then after the final decision in the administrative appeal.

Section 22.280. Revocation of permit.

A sidewalk vending permit may be revoked pursuant to the revocation procedures, as applicable, set forth in Section 5.68 of this Code.

SECTION 7. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 8. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 9. The City Clerk shall certify the adoption and publish this Ordinance as required by law.

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SECTION 10. This Ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this 5th day of October, 2021.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

City Council Agenda Item Report

Agenda Item No. COV-689-2021

Submitted by: Lisa Pope

Submitting Department: City Clerk

Meeting Date: October 5, 2021

SUBJECT

Results of the City of Vernon September 14, 2021 Special Municipal Election

Recommendation:

Adopt Resolution No. 2021-28 reciting the facts of the Special Municipal Election held on September 14, 2021, declaring the results and such other matters as provided by law.

Background:

On May 18, 2021, the City Council adopted Resolution No. 2021-10 calling the Special Municipal Election for the submission of the question of the recall of William Davis and Melissa Ybarra and the election of two City Council Members to fill the vacancies if the recall prevails.

On September 14, 2021, the Special Municipal Election was held in conformance with the City Charter, Vernon Municipal Code, California Election Code, and the Federal Voting Rights Act.

Ballots received as of close of polls on Election Day were canvassed on Election Night, a second canvass was conducted on September 16, 2021 and a third canvass conducting on September 23, 2021.

Pursuant to Elections Code Section 10263, the City Council must adopt a resolution reciting the facts of the election.

The Certificate of Canvass, Exhibit A to the resolution, declaring the results of the election, provides details of the results including the total of votes cast for and against the recall of Council Members William Davis and Melissa Ybarra and the election of City Council candidates Diana Gonzales and Carol Menke.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- [1. Resolution No. 2021-28](#)

RESOLUTION NO. 2021-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON, CALIFORNIA, RECITING THE FACTS OF THE SPECIAL MUNICIPAL RECALL ELECTION HELD ON SEPTEMBER 14, 2021, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

SECTION 1. Recitals.

- A. A Special Municipal Election was held in the City of Vernon, California, on Tuesday, September 14, 2021, for the purpose of submitting to the voters the proposal to recall Council Members William Davis and Melissa Ybarra, and if said Council Members were recalled, to elect successors.
- B. Notice of the Election was given in time, form and manner as provided by law; candidates were nominated to fill the vacancy as required by law; voting precincts were properly established; election officers were appointed; and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in the time, form and manner as required by the provisions of the City Charter, Municipal Code, and Elections Code of the State of California for the holding of elections in charter cities.
- C. The City Clerk canvassed the returns of the election and has certified the results to the City Council, which certification and results are received, attached and made a part hereto as Exhibit A.

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

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 3. The whole number of ballots legally cast for the Special Municipal Election held on September 14, 2021, was 77.

SECTION 4. The ballot consisted of the following recall questions:

Shall William Davis be recalled (removed) from the office of City of Vernon Council Member?

Shall Melissa Ybarra be recalled (removed) from the office of City of Vernon Council Member?

SECTION 5. The names of the persons voted for at the Special Municipal Election should William Davis be recalled, in order as they appeared on the official ballot, are as follows:

Diana Gonzales

SECTION 6. The names of the persons voted for at the Special Municipal Election should Melissa Ybarra be recalled, in order as they appeared on the official ballot, are as follows:

Carol Menke

SECTION 7. The City Clerk canvassed the returns of the election and certified the results to the City Council, which certification and results are received and accepted, attached and made a part hereto as Exhibit A.

SECTION 8. The City Council of the City of Vernon hereby declares the following election results:

William Davis was not recalled from office.

Diana Gonzales was not elected as member of the City Council to fill the seat vacated by the recall of William Davis for the partial term ending April 2023.

Melissa Ybarra was not recalled from office.

Carol Menke was not elected as member of the City Council to fill the seat vacated by the recall of Melissa Ybarra for the partial term ending April 2022.

SECTION 9. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 5th day of October, 2021.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSA, Interim City Attorney



Exhibit A

CITY OF VERNON
SEPTEMBER 14, 2021 SPECIAL MUNICIPAL ELECTION
CERTIFICATION OF CANVASS

I, Lisa Pope, City Clerk of the City of Vernon, California, do hereby certify that I have canvassed the returns of the Special Municipal Election held on September 14, 2021, and find that the number of votes cast were as follows:

TO RECALL WILLIAM DAVIS	1 st Count September 14, 2021	2 nd Count September 16, 2021	3 rd Count September 23, 2021	Total
Yes	13	2	0	15
No	54	3	2	59
Total Votes	67	5	2	74
TO ELECT DIANA GONZALES if Davis is recalled				
	1 st Count September 14, 2021	2 nd Count September 16, 2021	3 rd Count September 23, 2021	Total
	16	2	0	18
Total Votes	16	2	0	18
TO RECALL MELISSA YBARRA				
	1 st Count September 14, 2021	2 nd Count September 16, 2021	3 rd Count September 23, 2021	Total
Yes	15	2	2	19
No	53	3	0	56
Total Votes	68	5	2	75
TO ELECT CAROL MENKE if Ybarra is recalled				
	1 st Count September 14, 2021	2 nd Count September 16, 2021	3 rd Count September 23, 2021	Total
	18	2	0	20
Total Votes	18	2	0	20

Registered Voters	119
Voted Ballots Voter Turnout	77 65%

These results are **official** and reflect all ballots received.

The results will be certified at the Regular City Council meeting on October 5, 2021.

Lisa Pope, City Clerk

September 23, 2021

City Council Agenda Item Report

Agenda Item No. COV-804-2021

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: October 5, 2021

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 74, for the period of September 5 through September 18, 2021, totaling \$8,836,857.29 and consisting of ratification of electronic payments totaling \$8,320,043.44 and ratification of the issuance of early checks totaling \$516,813.85.

Background:

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Operating Account Warrant Register No. 74 covering claims and demands presented during the period of September 5 through September 18, 2021, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving Operating Account Warrant Register No. 74, totals \$8,836,857.29. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on Operating Account Warrant Register No. 74.

Attachments:

1. [Operating Account Warrant Register No. 74](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

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.

Scott Williams

Scott Williams
Director of Finance / City Treasurer

Date: 9/28/2021

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:

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 435,407.97	Initial Charges 08/21	202108313150489				
				593				
	055.9200.500170	\$ 9,390.39	Initial Charges 08/21	202108313150489				
				593				
	055.9200.500190	\$ 2,761.51	Initial Charges 08/21	202108313150489				
				593				
	055.9200.500210	\$ 15,973.36	Initial Charges 08/21	202108313150489				
				593				
	055.9200.500150	\$ 103.12	Recalculation Charges 05/21	202108313150489				
				593				
	055.9200.500170	\$ 234.29	Recalculation Charges 05/21	202108313150489				
				593				
	055.9200.500190	\$ -570.26	Recalculation Charges 05/21	202108313150489				
				593				
	055.9200.500150	\$ 13,763.89	Recalculation Charges 11/18	202108313150489				
				593				
	055.9200.500170	\$ -1.47	Recalculation Charges 11/18	202108313150489				
				593				
	055.9200.500150	\$ 44.21	Initial Charges 08/21	202108313150489				
				913				
						09/07/2021	11785	\$ 477,107.01

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001695 - VULCAN MATERIALS CO	011.1043.520000	\$ 32.72	Late Charge	335125				
	011.1043.520000	\$ 166.94	Paving Materials	72944679				
	011.1043.520000	\$ 295.65	Paving Materials	72959728				
	011.1043.520000	\$ 83.81	Paving Materials	72959729				
	011.1043.520000	\$ 204.51	Paving Materials	72982726				
	011.1043.520000	\$ 247.75	Paving Materials~	73007908	011.0014912			
	011.1043.520000	\$ 126.21	Paving Materials~	73007909	011.0014912			
						09/08/2021	11786	\$ 1,157.59
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 6,625.00	Traffic Signal Maintenance	13480				
						09/09/2021	11787	\$ 6,625.00
000267 - BROADBAND, LLC	057.1057.500173	\$ 4,139.00	Internet Access Services	BBUS00032539				
						09/09/2021	11788	\$ 4,139.00
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 34,790.32	Potable & Recycled Water	VERJUL21				
						09/09/2021	11789	\$ 34,790.32
003705 - CYBERNETICS	011.9019.590110	\$ 1,685.00	Annual extended maintenance. Standard	810506	011.0014901			
	011.9019.590110	\$ 3,950.00	Annual extended maintenance with	810506	011.0014901			
	011.9019.590110	\$ 1,822.00	Annual extended maintenance with	810506	011.0014901			
	011.9019.590110	\$ 2,993.00	Annual extended maintenance with	810506	011.0014901			
	011.9019.590110	\$ 3,136.00	Annual extended maintenance with	810506	011.0014901			
						09/09/2021	11790	\$ 13,586.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001906 - WILLIAM DAVIS	011.1001.502030	\$ 500.00	HSA Employer Contribution~	081921		09/09/2021	11791	\$ 500.00
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,416.40	Internet Access Services	238163836		09/09/2021	11792	\$ 4,416.40
000839 - MEASUREMENT CONTROL SYSTEMS, I	056.5600.900000	\$ 3,780.00	3" Port Rebuild Kit~	224187	056.0000649			
	056.5600.900000	\$ 87.09	Freight	224187	056.0000649			
	056.5600.900000	\$ 387.45	Sales Tax 10.25	224187		09/09/2021	11793	\$ 4,254.54
007002 - MICHAEL BAKER INTERNATIONAL, I	020.1084.595200	\$ 17,560.00	2020 Urban Water Management Plan	1123745				
	020.1084.595200	\$ 3,734.47	2020 Urban Water Management Plan	1125348		09/09/2021	11794	\$ 21,294.47

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005632 - NATIONAL AUTO FLEET GROUP	011.1043.840000	\$ 31,906.38	2021 Ford Super Duty F250 SRW XL 2	WF2276	011.0014720			
	011.1043.840000	\$ 7,380.00	8 Foot Royal Service Body w/ Flip Tops	WF2276	011.0014720			
	011.1043.840000	\$ 300.00	One Additional Key	WF2276	011.0014720			
	011.1043.840000	\$ 8.75	Tire Fee	WF2276	011.0014720			
	011.1043.840000	\$ 4,057.60	Sales Tax 10.25	WF2276				
	011.1043.840000	\$ 31,906.38	2021 Ford Super Duty F250 SRW XL 2	WF2302	011.0014720			
	011.1043.840000	\$ 7,380.00	8 Foot Royal Service Body w/ Flip Tops	WF2302	011.0014720			
	011.1043.840000	\$ 300.00	One Additional Key	WF2302	011.0014720			
	011.1043.840000	\$ 8.75	Tire Fee	WF2302	011.0014720			
	011.1043.840000	\$ 4,057.60	Sales Tax 10.25	WF2302				
						09/09/2021	11795	\$ 87,305.46
000629 - OPEN ACCESS TECHNOLOGY INTL, I	055.9200.596200	\$ 867.00	Electronic Tagging~	165015	055.0002891			
							09/09/2021	11796
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 375.00	Storage Services	559769				
	011.1003.596200	\$ 1,425.00	Storage Services	560288				
						09/09/2021	11797	\$ 1,800.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003177 - WILMINGTON INSTRUMENT COMPANY,	011.1060.520000	\$ 1,729.60	72-PAX-C~	122256IN	011.0014907			
	011.1060.520000	\$ 177.29	Sales Tax 10.25	122256IN				
	011.1060.520000	\$ 2,555.00	RKI SDM-6000 Calibration Station ~	122264IN	011.0014906			
	011.1060.520000	\$ 280.00	RKI Cylinder, NH3 25ppm in N2, 58AL~	122264IN	011.0014906			
	011.1060.520000	\$ 280.00	RKI Cylinder, HCN 10ppm in N2, 58AL~	122264IN	011.0014906			
	011.1060.520000	\$ 560.00	RKI Regulator~	122264IN	011.0014906			
	011.1060.520000	\$ 25.00	Freight	122264IN	011.0014906			
	011.1060.520000	\$ 376.69	Sales Tax 10.25	122264IN				
						09/09/2021	11798	\$ 5,983.58
005350 - HAUL AWAY RUBBISH SERVICE CO,	055.8400.596200	\$ 227.00	Disposal & Recycling Services	17X03667				
	055.8400.596200	\$ 616.20	Disposal & Recycling Services	17X03669				
						09/09/2021	11799	\$ 843.20
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 213,962.02	Groundwater Production & Assessment	090821				
						09/08/2021	11800	\$ 213,962.02
001441 - MORGAN, LEWIS & BOCKIUS, LLP	055.9000.595200	\$ 1,118,403.74	Re: Bicent PPA Outage	4719593				
						09/10/2021	11801	\$ 1,118,403.74

**CITY OF VERNON
 OPERATING ACCOUNT
 WARRANT REGISTER NO. 74
 OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 7,250.00	Consultation & Support Services	VERNPVHAUGUST2021				
	055.9000.596200	\$ 19,750.00	Consultation & Support Services	VERNPVHJULY2021				
						09/10/2021	11802	\$ 27,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 565.07	Recalculation Charges 05/21	202109073150552				
				721				
	055.9200.500170	\$ -305.67	Recalculation Charges 05/21	202109073150552				
				721				
	055.9200.500190	\$ -1,251.27	Recalculation Charges 05/21	202109073150552				
				721				
	055.9200.500150	\$ 289,618.94	Initial Charges 08/21	202109073150552				
				721				
	055.9200.500190	\$ 4,854.61	Initial Charges 08/21	202109073150552				
				721				
	055.9200.500210	\$ 13,237.55	Initial Charges 08/21	202109073150552				
				721				
	055.9200.500170	\$ -3,956.10	Initial Charges 08/21	202109073150552				
				721				
	055.9200.500150	\$ 117.18	Recalculation Charges 11/20	202109073150552				
				721				
	055.9200.500170	\$ -522.16	Recalculation Charges 11/20	202109073150552				
				721				
	055.9200.500190	\$ -1,043.30	Recalculation Charges 11/20	202109073150552				
				721				
	055.9200.500150	\$ 4,341.96	Recalculation Charges 02/20	202109073150552				
				721				
	055.9200.500190	\$ 204.33	Recalculation Charges 02/20	202109073150552				
				721				
	055.9200.500170	\$ -0.60	Recalculation Charges 02/20	202109073150552				
				721				
						09/14/2021	11803	\$ 305,860.54

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001917 - CENTRAL BASIN WATER ASSOCIATION	020.1084.596550	\$ 4,045.67	Producer Member Dues~	070121		09/15/2021	11804	\$ 4,045.67
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 583.20	UST Compliance Services	17611				
	011.1049.590000	\$ 1,095.00	UST Compliance Services	17619				
	011.1049.590000	\$ 1,360.00	UST Compliance Services	17621				
	011.1049.590000	\$ 1,360.00	UST Compliance Services	17622				
	011.1049.590000	\$ 650.00	UST Compliance Services	17655				
	011.1049.590000	\$ 520.00	UST Compliance Services	17734		09/15/2021	11805	\$ 5,568.20
006571 - NATIONAL READY MIXED CONCRETE	011.1004.401250	\$ 66,448.80	Sales Tax Sharing Agreement~	090221		09/15/2021	11806	\$ 66,448.80
005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.590000	\$ 4,417.50	Technical Design Services	1805				
	020.1084.590000	\$ 56,786.25	Technical Design Services	1805		09/15/2021	11807	\$ 61,203.75

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 1,284.80	Hypochlorite Solution	5547009				
	020.1084.500140	\$ 1,234.80	Hypochlorite Solution	5547011				
	020.1084.500140	\$ 1,284.80	Hypochlorite Solution	5547172				
	020.1084.500140	\$ 1,384.80	Hypochlorite Solution	5547173				
	020.1084.500140	\$ 984.80	Hypochlorite Solution	5547176				
	020.1084.500140	\$ 940.88	Hypochlorite Solution	5547179				
	020.1084.500140	\$ 1,281.76	Hypochlorite Solution	5550089				
						09/15/2021	11808	\$ 8,396.64
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$ 14,887.78	Medical Retirees~	201173847				
						09/16/2021	11809	\$ 14,887.78

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	020.1084.540000	\$ 126.74	Uniforms	4088795444				
	055.8000.540000	\$ 408.88	Uniforms	4088795444				
	055.8100.540000	\$ 41.60	Uniforms	4088795444				
	056.5600.540000	\$ 163.53	Uniforms	4088795444				
	020.1084.540000	\$ 126.74	Uniforms	4089398924				
	055.8000.540000	\$ 75.50	Uniforms	4089398924				
	055.8100.540000	\$ 41.60	Uniforms	4089398924				
	056.5600.540000	\$ 163.53	Uniforms	4089398924				
	020.1084.540000	\$ 126.74	Uniforms	4090114524				
	055.8000.540000	\$ 75.50	Uniforms	4090114524				
	055.8100.540000	\$ 41.60	Uniforms	4090114524				
	056.5600.540000	\$ 163.53	Uniforms	4090114524				
	020.1084.540000	\$ 126.74	Uniforms	4090740269				
	055.8000.540000	\$ 75.50	Uniforms	4090740269				
	055.8100.540000	\$ 41.60	Uniforms	4090740269				
	056.5600.540000	\$ 163.53	Uniforms	4090740269				
	020.1084.540000	\$ 126.74	Uniforms	4091404120				
	055.8000.540000	\$ 70.65	Uniforms	4091404120				
	055.8100.540000	\$ 41.60	Uniforms	4091404120				
	056.5600.540000	\$ 163.53	Uniforms	4091404120				
						09/16/2021	11810	\$ 2,365.38

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000947 - DAILY JOURNAL CORPORATION	011.1043.550000	\$ 260.00	Publication Services	B3487671		09/16/2021	11811	\$ 260.00
003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 380,783.71	Monthly Energy Related Payment	8202101				
	055.9200.500180	\$ 3,700,262.60	Monthly Capacity Payment	8202101				
	055.9200.500150	\$ -3,072.78	Fuel Burden	8202101		09/16/2021	11812	\$ 4,077,973.53
002412 - CALIFORNIA ISO	055.9200.500240	\$ 56,204.17	NERC WECC Charges	202108183150294 547		09/16/2021	11813	\$ 56,204.17
004484 - DIGITAL SCEPTER CORPORATION	011.9019.590110	\$ 2,517.50	ZCES- SUP- PREM~	13486	011.0014987			
	011.9019.590110	\$ 1,080.00	ZIA-ATP~	13486	011.0014987			
	011.9019.590110	\$ 1,080.00	ZIA-WEB- WAC~	13486	011.0014987			
	011.9019.590110	\$ 5,760.00	ZIA-PRO- EDITION~	13486	011.0014987			
	011.9019.590110	\$ 1,080.00	ZIA-CLD- APP-CTRL~	13486	011.0014987			
	011.9019.590110	\$ 360.00	ZIA-SSL~	13486	011.0014987			
	011.9019.590110	\$ 360.00	ZIA-NSS~	13486	011.0014987			
	011.9019.590110	\$ 1,440.00	ZIA-BW- CTRL~	13486	011.0014987			
	011.9019.590110	\$ 2,880.00	ZIA-DLP- ENT~	13486	011.0014987			
	011.9019.590110	\$ 5,760.00	ZIA- SANDBOX~	13486	011.0014987	09/16/2021	11814	\$ 22,317.50

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$ 7,753.50	Env Compliance Support Services	D3404500		09/16/2021	11815	\$ 7,753.50
006445 - INNOVYZE, INC	011.9019.590110	\$ 1,674.00	InfoWater Floating (1,000 Links) -	Q96676	011.0014985	09/16/2021	11816	\$ 1,674.00
001150 - MCMASTER-CARR SUPPLY COMPANY	055.8000.590000	\$ 290.91	Hardware Supplies~	61013698	055.0002897			
	055.8000.520000	\$ 122.65	Hardware Supplies~	61020240	055.0002897			
	055.8400.590000	\$ 286.99	Hardware Supplies~	61717746	055.0002897			
	055.8400.520000	\$ 851.15	Hardware Supplies~	61869836	055.0002897	09/16/2021	11817	\$ 1,551.70
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 51,981.32	Desert Harvest II Project	DH0921		09/16/2021	11818	\$ 51,981.32
003177 - WILMINGTON INSTRUMENT COMPANY,	056.5600.590000	\$ 361.68	Equipment Parts and Materials~	0122166IN	056.0000648			
	056.5600.590000	\$ 60.23	Equipment Parts and Materials~	121949IN	056.0000648			
	056.5600.590000	\$ 658.61	Equipment Parts and Materials~	121972IN	056.0000648	09/16/2021	11819	\$ 1,080.52

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 387,856.60	Electric Service Maintenance 08/21	210289				
	057.1057.900000	\$ 11,340.46	Electric Service Maintenance 08/21	210289				
	055.8300.590000	\$ 525,593.88	Electric Service Maintenance 08/21	210289				
	055.8000.590000	\$ 100,256.41	Electric Service Maintenance 08/21	210289				
	057.1057.590000	\$ 22,111.30	Electric Service Maintenance 08/21	210289				
	055.9100.900000	\$ 552,177.13	Bond Projects	210289				
						09/16/2021	11820	\$ 1,599,335.78
000249 - FEDEX	011.1004.520000	\$ 6.08	Period: 07/21	960393367				
						09/07/2021	11821	\$ 6.08
001581 - THE GAS COMPANY	011.1049.560000	\$ 36.97	Period: 06/10/21 - 07/09/21	071321(2)				
	011.1033.560000	\$ 16.21	Period: 07/10/21 - 08/09/21	081121(2)				
						09/03/2021	11822	\$ 53.18
001552 - HOME DEPOT CREDIT SERVICES	011.1048.520000	\$ 3,330.65	Refrigerator, Dishwasher & Dryer	9910001(2)				
						09/08/2021	11823	\$ 3,330.65
001552 - HOME DEPOT CREDIT SERVICES	011.1043.520000	\$ 633.30	Small Tools & Plumbing Hardware~	090821	011.0014991			
	011.1048.520000	\$ 384.51	Small Tools & Plumbing Hardware~	090821	011.0014991			
	011.1049.520000	\$ 1,678.72	Small Tools & Plumbing Hardware~	090821	011.0014991			
						09/08/2021	11824	\$ 2,696.53

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002190 - OFFICE DEPOT	011.1026.520000	\$ 80.11	Supplies	181816804001				
	011.1026.520000	\$ 13.73	Supplies	181816804002				
	011.1026.520000	\$ 3.37	Supplies	181816804003				
	011.1026.520000	\$ 7.16	Supplies	181816804004				
	011.1026.520000	\$ 7.38	Supplies	181816804005				
	011.1026.520000	\$ 7.38	Supplies	181842710001				
	011.1004.520000	\$ 449.91	Supplies	184338239001				
						09/10/2021	11825	\$ 569.04
002190 - OFFICE DEPOT	011.1024.520000	\$ 12.43	Supplies	174919462001				
	011.1024.520000	\$ 27.77	Supplies	174919512001				
						09/10/2021	11826	\$ 40.20
002190 - OFFICE DEPOT	011.1060.520000	\$ 68.20	Supplies	182854079001				
	011.1060.520000	\$ 17.42	Supplies	182856145001				
						09/09/2021	11827	\$ 85.62
000059 - SO CAL EDISON	011.1049.560000	\$ 79.88	Period: 07/21	071521				
	011.1049.560000	\$ 78.09	Period: 08/21	081321				
						09/13/2021	11828	\$ 157.97
001617 - UPS	011.1041.520000	\$ 33.00	Period: 08/21	933312331(2)				
	011.1041.520000	\$ 71.76	Period: 08/21	933312341(2)				
	011.1041.520000	\$ 55.30	Period: 08/21	933312351(2)				
						09/10/2021	11829	\$ 160.06

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
TOTAL ELECTRONIC								\$ 8,320,043.44

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007154 - LA LA TACOS, LLC	011.1026.596900	\$ 1,956.71	NFL Kickoff Tacos	090221		09/08/2021	607920	\$ 1,956.71
002308 - ASBURY ENVIRONMENTAL SERVICES	055.8400.590000	\$ 85.00	Disposal Services	150000739557		09/08/2021	607921	\$ 85.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001948 - AT&T	011.9019.560010	\$ 23.67	Period: 05/06/21 - 06/05/21	16566678				
	011.9019.560010	\$ 2,690.44	Period: 05/10/21 - 06/09/21	16580427				
	011.9019.560010	\$ 45.93	Period: 05/10/21 - 06/09/21	16580428				
	055.9000.560010	\$ 252.60	Period: 05/10/21 - 06/09/21	16580429				
	011.9019.560010	\$ 2,071.11	Period: 05/10/21 - 06/09/21	16580430				
	011.9019.560010	\$ 1,193.36	Period: 05/10/21 - 06/09/21	16580431				
	056.5600.560010	\$ 659.35	Period: 05/10/21 - 06/09/21	16580432				
	056.5600.560010	\$ 23.67	Period: 05/10/21 - 06/09/21	16580531				
	011.9019.560010	\$ 211.40	Period: 05/10/21 - 06/09/21	16580863				
	011.9019.560010	\$ 22.01	Period: 05/15/21 - 06/14/21	16624887				
	011.9019.560010	\$ 23.67	Period: 06/06/21 - 07/05/21	16710003				
	011.9019.560010	\$ 2,687.46	Period: 06/10/21 - 07/09/21	16723785				
	011.9019.560010	\$ 45.93	Period: 06/10/21 - 07/09/21	16723786				
	011.9019.560010	\$ 2,103.64	Period: 06/10/21 - 07/09/21	16723788				
	011.9019.560010	\$ 1,190.96	Period: 06/10/21 - 07/09/21	16723789				
	011.9019.560010	\$ 210.98	Period: 06/10/21 - 07/09/21	16724221				
	011.9019.560010	\$ 22.00	Period: 06/15/21 - 07/14/21	16764869				
						09/08/2021	607922	\$ 13,478.18
001948 - AT&T	011.9019.560010	\$ 461.09	Period: 06/20/21 - 07/19/21	072021				
	011.9019.560010	\$ 1,507.47	Period: 06/20/21 - 07/19/21	072021(2)				
						09/08/2021	607923	\$ 1,968.56

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001948 - AT&T	055.9200.560010	\$ 152.00	Period: 06/19/21 - 07/18/21	7126204607		09/08/2021	607924	\$ 152.00
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 155.00	Re: Lopez, Reina v. City of Vernon~	272416				
	011.1024.593200	\$ 4,930.63	Re: Martines, Ismael v. City of Vernon,	272420				
	011.1024.593200	\$ 32.00	Re: Sanchez, Christina v. State of	272985				
	011.1024.593200	\$ 1,891.00	Re: General~	272986		09/08/2021	607925	\$ 7,008.63
000778 - CALIFORNIA WATER SERVICE CO	011.1033.560000	\$ 79.73	Period: 06/18/21 - 7/19/21	072021(2)				
	011.1043.560000	\$ 51.76	Period: 07/20/21 - 8/18/21	081921		09/08/2021	607926	\$ 131.49
007100 - CEDRO CONSTRUCTION, INC	020.1084.900000	\$ 297,274.95	Progress Payment #2~	090221		09/08/2021	607927	\$ 297,274.95
004163 - CENTRAL FORD	011.1046.590000	\$ 160.00	Updated PCM	C77124	011.0014951	09/08/2021	607928	\$ 160.00
005490 - CINTAS CORPORATION	011.1049.540000	\$ 234.86	Uniforms	4086171219				
	011.1043.540000	\$ 260.39	Uniforms	4087486376				
	011.1046.540000	\$ 221.44	Uniforms	4088115634		09/08/2021	607929	\$ 716.69

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003088 - CLINICAL LAB OF SAN BERNARDINO	020.1084.500140	\$ 628.00	Water Quality Testing & Reporting	2100774VER01		09/08/2021	607930	\$ 628.00
001027 - D&R OFFICE WORKS, INC	020.1084.590000	\$ 300.00	Office Furniture	121730IN		09/08/2021	607931	\$ 300.00
000620 - DEPT OF TOXIC SUBSTANCES CTRL	055.8200.500230	\$ 15.00	EPA ID# Verification & Hazardous Waste	082621		09/08/2021	607932	\$ 15.00
007155 - AVI ELKISS	011.100002	\$ 836.80	Ref C-2021-1722	Ref000234767		09/08/2021	607933	\$ 836.80
005825 - FRONTIER	011.9019.560010	\$ 46.42	Period: 02/16/21 - 03/15/21	021621		09/08/2021	607934	\$ 369.83
	011.9019.560010	\$ 46.42	Period: 03/16/21 - 04/15/21	031621				
	011.9019.560010	\$ 55.47	Period: 05/16/21 - 06/15/21	051621				
	011.9019.560010	\$ 55.47	Period: 06/16/21 - 07/15/21	061621				
	011.9019.560010	\$ 55.47	Period: 07/16/21 - 08/15/21	071621				
	011.9019.560010	\$ 55.47	Period: 08/16/21 - 09/15/21	081621				
	011.9019.560010	\$ 55.11	Period: 11/16/20 - 12/15/20	111620				
006130 - GREATER L.A. COUNTY VECTOR CON	011.1060.595200	\$ 15,706.63	Mosquito Control Services~	2118		09/08/2021	607935	\$ 15,706.63

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003065 - HDL COREN & CONE	011.1004.596200	\$ 1,250.00	Contract Services Property Tax ~	SIN010392		09/08/2021	607936	\$ 1,250.00
004239 - HSA BANK	011.1002.502030	\$ 500.00	Employer Contribution 09/01/21	081921				
	011.1003.502030	\$ 500.00	Employer Contribution 09/01/21	081921				
	011.1004.502030	\$ 1,500.00	Employer Contribution 09/01/21	081921				
	011.1024.502030	\$ 1,000.00	Employer Contribution 09/01/21	081921				
	011.1026.502030	\$ 2,000.00	Employer Contribution 09/01/21	081921				
	011.1031.502030	\$ 7,000.00	Employer Contribution 09/01/21	081921				
	011.1040.502030	\$ 1,000.00	Employer Contribution 09/01/21	081921				
	011.1041.502030	\$ 2,000.00	Employer Contribution 09/01/21	081921				
	011.1043.502030	\$ 2,500.00	Employer Contribution 09/01/21	081921				
	011.1049.502030	\$ 500.00	Employer Contribution 09/01/21	081921				
	011.1060.502030	\$ 1,500.00	Employer Contribution 09/01/21	081921				
	011.9019.502030	\$ 1,500.00	Employer Contribution 09/01/21	081921				
	020.1084.502030	\$ 3,500.00	Employer Contribution 09/01/21	081921				
	056.5600.502030	\$ 500.00	Employer Contribution 09/01/21	081921				
	055.8100.502030	\$ 500.00	Employer Contribution 09/01/21	081921				
	055.9000.502030	\$ 1,500.00	Employer Contribution 09/01/21	081921				
	055.9100.502030	\$ 1,500.00	Employer Contribution 09/01/21	081921				
	055.9200.502030	\$ 500.00	Employer Contribution 09/01/21	081921				
						09/08/2021	607937	\$ 29,500.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007094 - INDIVIDUAL FOODSERVICE	011.1049.520000	\$ 598.68	Paper Cups~	U1310000	011.0014924			
	011.1049.520000	\$ 159.56	Cup Sleeve~	U1310000	011.0014924			
	011.1049.520000	\$ 358.68	Liquid Dish Soap~	U1310000	011.0014924			
	011.1049.520000	\$ 274.68	Liquid Dish Soap~	U1310000	011.0014924			
	011.1049.520000	\$ 132.20	Sales Tax 10.25	U1310000				
						09/08/2021	607938	\$ 1,523.80
000706 - INFRASTRUCTURE ENGINEERING COR	020.1084.900000	\$ 3,860.00	Professional Services 07/21	13975				
						09/08/2021	607939	\$ 3,860.00
003122 - J&H AUTO BODY	011.1046.520000	\$ 1,223.70	Parts	17277	011.0014888			
	011.1046.520000	\$ 227.80	Paint & Material	17277	011.0014888			
	011.1046.590000	\$ 348.40	Paint Labor	17277	011.0014888			
	011.1046.590000	\$ 275.60	Body Shop Labor	17277	011.0014888			
	011.1046.520000	\$ 148.78	Sales Tax 10.25	17277				
						09/08/2021	607940	\$ 2,224.28
001792 - LA COUNTY ASSESSOR OFFICE	011.9019.590110	\$ 50.00	SBF Abstract	22ASRE009				
						09/08/2021	607941	\$ 50.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	020.1084.900000	\$ 71.28	Plumbing & Building Hardware~	115561	011.0014891			
	055.8000.590000	\$ 62.36	Small Tools, Plumbing & Building	115590	055.0002903			
	020.1084.520000	\$ 39.40	Small Tools, Plumbing & Building	115600	011.0014891			
	055.8400.590000	\$ 128.16	Small Tools, Plumbing & Building	115645	055.0002903			
	020.1084.900000	\$ 22.92	Small Tools, Plumbing & Building	115703	011.0014891			
	055.8400.590000	\$ 35.78	Small Tools, Plumbing & Building	115754	055.0002903			
	020.1084.520000	\$ 105.03	Small Tools, Plumbing & Building	115764	011.0014891			
	011.1048.520000	\$ 57.06	Small Tools, Plumbing & Building	115955	011.0014915			
	055.8400.590000	\$ 63.43	Small Tools, Plumbing & Building	115969	055.0002903			
	020.1084.900000	\$ 102.50	Small Tools, Plumbing & Building	115972	011.0014891			
	020.1084.900000	\$ 17.51	Small Tools, Plumbing & Building	115980	011.0014891			
	020.1084.900000	\$ 78.81	Small Tools, Plumbing & Building	116005	011.0014891			
	011.1043.520000	\$ 29.53	Small Tools, Plumbing & Building	116125	011.0014915			
	055.8400.590000	\$ 12.54	Small Tools, Plumbing & Building	116170	055.0002903			
	055.8400.590000	\$ 47.06	Small Tools, Plumbing & Building	116187	055.0002903			
	055.8400.590000	\$ 102.47	Small Tools, Plumbing & Building	116448	055.0002903			
	020.1084.520000	\$ 19.93	Small Tools, Plumbing & Building	116473	011.0014891			
						09/08/2021	607942	\$ 995.77
000813 - BRUCE V MALKENHORST, SR	011.1026.502031	\$ 124.90	RX & Copay Reimbursements	090121				
						09/08/2021	607943	\$ 124.90

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001999 - MARWELL CORPORATION	055.8000.590000	\$ 400.00	Inventory~	34953	055.0002911	09/08/2021	607944	\$ 460.38
	055.8000.590000	\$ 19.38	Freight	34953	055.0002911			
	055.8000.590000	\$ 41.00	Sales Tax 10.25	34953				
000870 - MAYWOOD CAR WASH	055.8100.570000	\$ 70.00	Car & Truck Wash Services ~	1119	055.0002904	09/08/2021	607945	\$ 70.00
001096 - MELVYN GREEN & ASSOCIATES, INC	011.1041.595200	\$ 5,495.42	Plan Check Services~	14335		09/08/2021	607946	\$ 5,495.42
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 923.62	Managed Print Services	IN2113377		09/08/2021	607947	\$ 923.62
006185 - NEWGEN STRATEGIES & SOLUTIONS,	056.5600.595200	\$ 2,363.60	Financial Support & Business	11620		09/08/2021	607948	\$ 6,337.50
	056.5600.596200	\$ 746.40	Financial Support & Business	11620				
	056.5600.595200	\$ 2,452.90	Financial Support & Business	11840				
	056.5600.596200	\$ 774.60	Financial Support & Business	11840				
005316 - OSMOSE UTILITIES SERVICES, INC	055.9100.590110	\$ 495.00	O-Calc Maintenance & Support Renewal	INV1263838	055.0002916	09/08/2021	607949	\$ 495.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007151 - PI VARIABLES, INC	011.2031.520000	\$ 1,154.16	Flares	5133T		09/08/2021	607950	\$ 1,154.16
006416 - PRIORITY BUILDING SERVICES	011.1049.590000	\$ 2,547.05	Prorated (2) Day Porter Services 07/21	77182				
	011.1049.590000	\$ 9,697.89	Janitorial Services 08/21~	77836				
	011.1049.590000	\$ 2,300.23	Janitorial Services 08/21~	77837		09/08/2021	607951	\$ 14,545.17
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 945.00	Car Wash Services	286500				
	011.1046.590000	\$ 922.50	Car Wash Services	286741		09/08/2021	607952	\$ 1,867.50
000171 - SHOETERIA	055.8000.540000	\$ 109.14	Steel Toe Work Boots~	22029IN	055.0002886			
	055.9000.540000	\$ 143.87	Steel Toe Work Boots~	22031IN	055.0002886			
	056.5600.540000	\$ 150.00	Steel Toe Work Boots~	22216IN	055.0002886	09/08/2021	607953	\$ 403.01
000059 - SO CAL EDISON	055.9100.464000	\$ 12.00	Joint Pole, Salvage Equipment, &	7501311117		09/08/2021	607954	\$ 12.00
000380 - STACY MEDICAL CENTER	011.1031.596200	\$ 1,343.00	Medical Services	521144345		09/08/2021	607955	\$ 1,343.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 14.40	Laundry Services~	11251	011.0014922	09/08/2021	607956	\$ 55.80
	011.1031.520000	\$ 12.60	Laundry Services~	11252	011.0014922			
	011.1031.520000	\$ 15.30	Laundry Services~	11999	011.0014922			
	011.1031.520000	\$ 13.50	Laundry Services~	12000	011.0014922			
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 19,696.79	Re: Jerry Chavez v. City of Vernon	20005		09/08/2021	607957	\$ 19,696.79
006780 - THE HITT COMPANIES, INC	011.1003.596200	\$ 47.46	Custom Engraved Nameplate~	OE98478		09/08/2021	607958	\$ 47.46
001345 - TIME CLOCK SALES & SERVICE	055.8200.590000	\$ 138.00	Time Clock Maintenance~	LM834331		09/08/2021	607959	\$ 138.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006371 - TIREHUB, LLC	011.1046.520000	\$ 810.00	PD Tires~	22312131	011.0014889			
	011.1046.590000	\$ 10.50	Tire Fee	22312131	011.0014889			
	011.1046.520000	\$ 76.96	Sales Tax 9.5%	22312131				
	011.1046.520000	\$ 535.48	Tires~	22361819	011.0014952			
	011.1046.520000	\$ 261.93	Tires~	22361819	011.0014952			
	011.1046.520000	\$ 12.25	Tire Fee	22361819	011.0014952			
	011.1046.520000	\$ 75.75	Sales Tax 9.5%	22361819				
	011.1046.520000	\$ 1,082.56	Stock Tires~	22440721	011.0014954			
	011.1046.590000	\$ 14.00	Tire Fee	22440721	011.0014954			
	011.1046.520000	\$ 102.84	Sales Tax 9.5%	22440721				
						09/08/2021	607960	\$ 2,982.27
000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$ 225.00	Hydrant	080121		09/08/2021	607961	\$ 225.00
000449 - UNDERGROUND SERVICE ALERT	020.1084.596200	\$ 148.60	New Ticket Charges	720210795				
	020.1084.596200	\$ 50.92	CA State Fee for Regulatory Costs	DSB20204051		09/08/2021	607962	\$ 199.52
001714 - UNIVERSITY OF CA	011.1024.596600	\$ 504.48	CA Municipal Law Handbook	11026444		09/08/2021	607963	\$ 504.48

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001360 - WESCO DISTRIBUTION, INC	055.8000.590000	\$ 1,567.50	Inventory~	532175	055.0002866			
	055.8000.590000	\$ 160.67	Sales Tax 10.25	532175				
						09/08/2021	607964	\$ 1,728.17
007125 - Z&K CONSULTANTS, INC	020.1084.900000	\$ 6,210.00	Construction Inspection Services~	2203		09/08/2021	607965	\$ 6,210.00
006054 - BEARCOM	011.1031.590000	\$ 1,047.35	SC Service Agreement	5252182		09/16/2021	607966	\$ 1,047.35
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 1,210.00	Re: General	273677		09/16/2021	607967	\$ 1,210.00
006972 - CLIFTONLARSONALLEN, LLP	011.1004.595200	\$ 8,200.00	Auditing Services	2940416				
	011.1004.595200	\$ 2,700.00	Auditing Services	2979429				
						09/16/2021	607968	\$ 10,900.00
000310 - CRAIG WELDING SUPPLY, CO	011.1049.520000	\$ 39.14	Refill Cylinders~	641910	011.0014897	09/16/2021	607969	\$ 39.14
000620 - DEPT OF TOXIC SUBSTANCES CTRL	011.1060.595200	\$ 1,244.44	Former Thermador Site Cleanup	20SM6842		09/16/2021	607970	\$ 1,244.44
005229 - EHS INTERNATIONAL, INC	011.1046.590000	\$ 1,800.00	CPR/ First Aid/ AED Exercises Training	318999		09/16/2021	607971	\$ 1,800.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006698 - FINO, MARCUS	011.2031.596500	\$ 92.61	Advanced Roadside Impaired Diving	090921		09/16/2021	607972	\$ 92.61
006622 - FULLER ENGINEERING, INC	020.1084.500140	\$ 422.63	Sodium Hypochlorite	144515				
	020.1084.500140	\$ 512.63	Sodium Hypochlorite	144578				
	020.1084.500140	\$ 1,025.25	Sodium Hypochlorite	144623				
	020.1084.500140	\$ 1,524.21	Sodium Hypochlorite	144677		09/16/2021	607973	\$ 3,484.72
007107 - GEOTAB USA, INC	011.1046.590000	\$ 651.75	GPS ProPlus Plan	IN283933		09/16/2021	607974	\$ 651.75
001712 - GRAINGER, CO	020.1084.520000	\$ 1,415.42	Building Hardware~	9015770192	011.0014890			
	020.1084.520000	\$ 1,828.31	Building Hardware~	9015954283	011.0014890			
	020.1084.520000	\$ 668.78	Building Hardware~	9019106385	011.0014890			
	020.1084.520000	\$ 117.30	Building Hardware~	9967931727	011.0014890			
	056.5600.520000	\$ 133.40	Building Hardware~	9968072109	056.0000638	09/16/2021	607975	\$ 4,163.21
000280 - HARPER & ASSOCIATES ENGINEERIN	020.1084.900000	\$ 11,223.00	Coating Inspection Services	ENG7426		09/16/2021	607976	\$ 11,223.00
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 75.00	Participation Fee	243601		09/16/2021	607977	\$ 75.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003122 - J&H AUTO BODY	011.1046.520000	\$ 1,684.28	Parts	17315	011.0014953			
	011.1046.520000	\$ 255.00	Paint & Material	17315	011.0014953			
	011.1046.590000	\$ 360.00	Paint Labor	17315	011.0014953			
	011.1046.590000	\$ 705.60	Body Shop Labor	17315	011.0014953			
	011.1046.520000	\$ 198.78	Sales Tax 10.25	17315				
						09/16/2021	607978	\$ 3,203.66
006950 - MANNINO, NICHOLAS	011.2031.596500	\$ 92.61	Advanced Roadside Impaired Driving	090921		09/16/2021	607979	\$ 92.61
006520 - MATHESON TRI-GAS, INC	020.1084.900000	\$ 3,547.18	Welding Supplies~	23882024	055.0002907	09/16/2021	607980	\$ 3,547.18
000870 - MAYWOOD CAR WASH	011.1031.570000	\$ 90.00	Car & Truck Wash Services ~	1119(2)	011.0014948	09/16/2021	607981	\$ 90.00
005166 - JAMES MOORE	011.1041.596500	\$ 336.05	IAEI Meeting	090821		09/16/2021	607982	\$ 336.05
005074 - HECTOR MORENO	011.1048.530015	\$ 607.87	Reimb. Possessory Interest Tax~	091421		09/16/2021	607983	\$ 607.87

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 138.00	Medical Services	72231673				
	011.1026.597000	\$ 138.00	Medical Services	72299795				
	011.1026.597000	\$ 138.00	Medical Services	72385153				
	011.1026.597000	\$ 414.00	Medical Services	72456330				
	011.1026.597000	\$ 138.00	Medical Services	72541825				
						09/16/2021	607984	\$ 966.00
007158 - MARGIE OTTO	011.1026.596200	\$ 52.00	Reimb. Live Scan	090821				
						09/16/2021	607985	\$ 52.00
000296 - PEREZ, NICHOLAS	011.1031.596500	\$ 156.00	Advance Virtual 2021 Training	090721				
						09/16/2021	607986	\$ 156.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	020.1084.520000	\$ 0.72	Plumbing Hardware & Supplies~	S1253472001	011.0014892			
						09/16/2021	607987	\$ 0.72
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 1,125.00	Car Wash Services	287016				
						09/16/2021	607988	\$ 1,125.00
006956 - QUANTUM QUALITY CONSULTING, IN	011.1043.596200	\$ 910.00	Traffic Engineering Services	VE21009				
	011.1043.595200	\$ 1,750.00	Traffic Engineering Services	VE21010				
						09/16/2021	607989	\$ 2,660.00
006486 - QUENCH USA, INC	011.1049.520000	\$ 1,577.68	Water Filtration Units	INV03197277				
						09/16/2021	607990	\$ 1,577.68

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007157 - ANGEL RIVAS, JR.	011.1026.596200	\$ 52.00	Reimb. Live Scan	090121		09/16/2021	607991	\$ 52.00
001845 - SECURITY PAVING COMPANY, INC	020.1084.520000	\$ 22.58	Crush Base Material~	36921	011.0014893	09/16/2021	607992	\$ 22.58
003775 - SILVA'S PRINTING NETWORK	055.7100.520000	\$ 1,079.46	No. 9 Envelopes - Self Addressed ~	27313	055.0002917	09/16/2021	607993	\$ 1,190.10
	055.7100.520000	\$ 110.64	Sales Tax 10.25	27313				
004950 - SKAUG TRUCK BODY WORKS	055.8000.570000	\$ 945.00	Material to Repaint Covered Top 11'	41653	055.0002913	09/16/2021	607994	\$ 4,341.86
	055.8000.570000	\$ 3,300.00	Labor	41653	055.0002913			
	055.8000.570000	\$ 96.86	Sales Tax 10.25	41653				
004229 - SMARDAN SUPPLY CO	056.5600.520000	\$ 65.43	Pipe Valves & Fittings~	53702557001	056.0000647	09/16/2021	607995	\$ 65.43
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 237.35	Software Subscription Charges	844939396		09/16/2021	607996	\$ 1,513.95
	011.1031.596200	\$ 1,276.60	Software Subscription Charges	844957447				
000598 - VICTOR VASQUEZ, JR.	011.1026.596200	\$ 52.00	Reimb. Live Scan	083021		09/16/2021	607997	\$ 52.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002886 - WALTERS WHOLESALE ELECTRIC, CO	055.8000.590000	\$ 809.22	Electrical Parts ~	S118305842001	055.0002900	09/16/2021	607998	\$ 809.22
002075 - WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	\$ 90.00	Oil Samples	5900320040		09/16/2021	607999	\$ 90.00
006081 - YMCA OF METROPOLITAN LA	011.1070.797000	\$ 12,849.29	YMCA Sponsorship	08162021		09/16/2021	608000	\$ 12,849.29
001153 - ZUMAR INDUSTRIES, INC	011.1043.520000	\$ 269.96	Regulatory Signs & Mounting Hardware~	94253	011.0014929	09/16/2021	608001	\$ 269.96
TOTAL EARLY CHECKS								\$ 516,813.85

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 74
OCTOBER 5, 2021**

RECAP BY FUND

<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
011 - GENERAL	\$ 235,213.24	\$ 159,662.50	\$ 0.00	\$ 394,875.74
020 - WATER	344,326.57	334,737.86	0.00	679,064.43
055 - LIGHT & POWER	7,692,343.76	14,544.14	0.00	7,706,887.90
056 - NATURAL GAS	6,152.71	7,869.35	0.00	14,022.06
057 - FIBER OPTIC	42,007.16	0.00	0.00	42,007.16
GRAND TOTAL	\$ 8,320,043.44	\$ 516,813.85	\$ 0.00	\$ 8,836,857.29

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Agenda Item No. COV-789-2021
Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: October 5, 2021

SUBJECT

Public Works Department Monthly Report

Recommendation:

Receive and file the August 2021 Building Report.

Background:

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of August 2021.

Fiscal Impact:

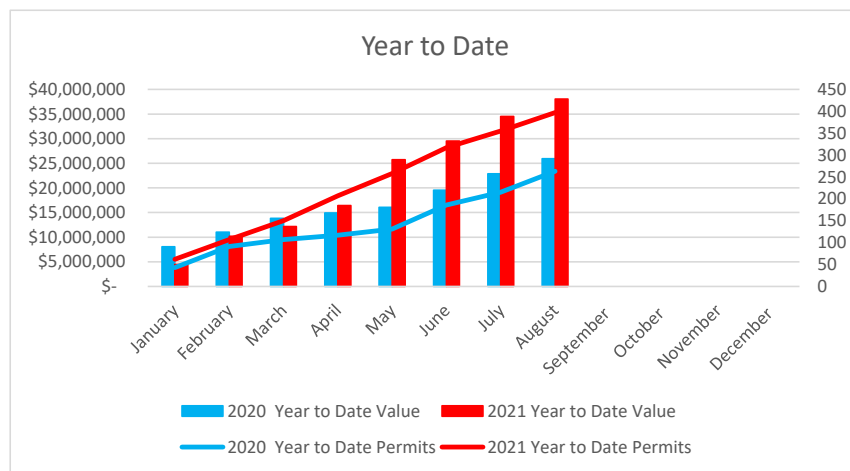
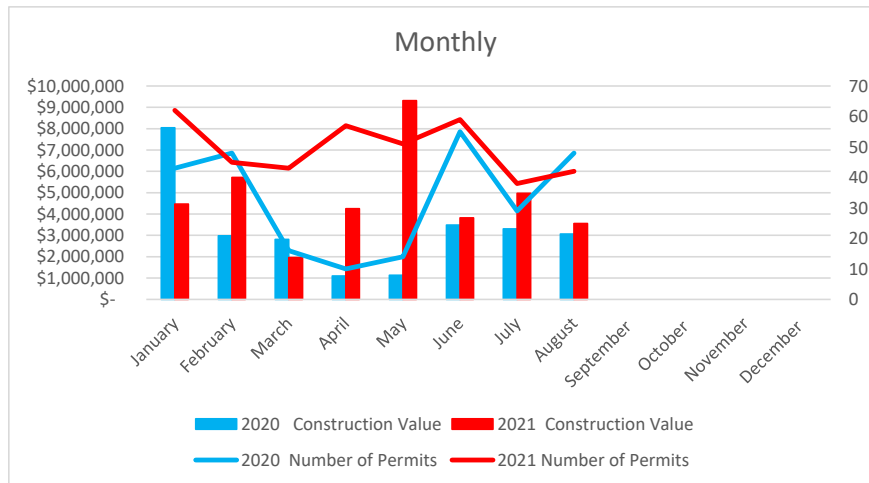
There is no fiscal impact associated with this report.

Attachments:

- [1. August 2021 Building Report](#)

**City of Vernon
Building Division
Monthly Report Summary**

	2020				2021				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 8,046,145	43	\$ 8,046,145	43	\$ 4,464,611	62	\$ 4,464,611	62	44%	-45%
February	\$ 2,979,923	48	\$ 11,026,068	91	\$ 5,711,149	45	\$ 10,175,760	107	18%	-8%
March	\$ 2,808,127	16	\$ 13,834,195	107	\$ 1,966,225	43	\$ 12,141,985	150	40%	-12%
April	\$ 1,100,252	10	\$ 14,934,447	117	\$ 4,257,030	57	\$ 16,399,015	207	77%	10%
May	\$ 1,134,292	14	\$ 16,068,739	131	\$ 9,312,090	51	\$ 25,711,105	258	97%	60%
June	\$ 3,485,709	55	\$ 19,554,448	186	\$ 3,826,680	59	\$ 29,537,785	317	70%	51%
July	\$ 3,305,183	29	\$ 22,859,631	215	\$ 4,969,602	38	\$ 34,507,387	355	65%	51%
August	\$ 3,059,660	48	\$ 25,919,291	263	\$ 3,551,601	42	\$ 38,058,988	397	51%	47%
September										
October										
November										
December										





City of Vernon
Building Department
Monthly Report from 8/1/2021 to 8/31/2021

Type	Value	# of Permits
Demolition	\$80,000.00	2
Electrical	\$270,000.00	12
Industrial - Remodel	\$1,266,250.00	8
Mechanical	\$1,066,501.00	5
Miscellaneous	\$310,850.00	10
Plumbing	\$558,000.00	5
<hr/>		
August 2021 TOTALS PERMITS:	\$3,551,601.00	42
PREVIOUS MONTHS TOTAL	\$34,507,387.00	355
<hr/>		
YEAR TO DATE TOTAL	\$38,058,988.00	397
August 2020 TOTALS PERMITS:	\$3,059,660.00	48
PREVIOUS MONTHS TOTAL	\$22,859,631.00	215
<hr/>		
PRIOR YEAR TO DATE TOTAL	\$25,919,291.00	263



**City of Vernon
Building Department
New Buildings Report - August 2021**

None



City of Vernon
Building Department
Demolition Report - August 2021

2860 Alameda Street
Metro Tract LLC
225 sf.

2043 Ross Street
Metro Tract LLC
54,000 sf.



City of Vernon
Building Department
Major Projects from 8/1/2021 to 8/31/2021
Valuations > 20,000

Permit No.	Project Address	Tenant	Description	Job Value
Demolition				
B-2021-4870	2043 ROSS ST APN 6302011013		Demolish storage metal portion and concrete loading dock section of building (front two story offices to remain). Demolish small metal storage building (concrete slab to remain). Weight totals for all recyclable materials shall be submitted to the city prior to final inspection.	40000
B-2021-4868	2860 ALAMEDA ST APN 6302011018		Demolish storage metal portion and concrete loading dock section of building (30'x165"). Remaining portion of loading dock area (65'x30') on east side to remain. Cap sewer. Weight (diversion) totals for all recyclable materials shall be submitted to the city prior to final inspection.	40000
2	Record(s)			\$80,000.00
Electrical				
B-2020-4388	4330 26TH ST APN 5243019010		Electrical - TI install new office and storage	30000
B-2021-4837	4050 26TH ST APN 5243021021		Replace 4000A & 2000A switch	32000
B-2021-4835	3015 LEONIS BLVD APN 6303021007		Electrical - new office TI, lighting, outlets, HVAC units	32000
B-2021-4847	3615 VERNON AVE APN 6303009015		Install new ammonia detection system	50000
B-2021-4818	5300 BOYLE AVE APN 6310008020	rPlanet Earth	Nitrogen generation equipment electrical installation	50000
5	Record(s)			\$194,000.00
Industrial - Remodel				
B-2021-4811	2080 49TH ST APN 6308015077		New cooler and freezer addition	1000000
B-2020-4294	4330 26TH ST APN 5243019010		Tenant improvement in existing manufacturing and storage building, including, installation of new office and storage. Area of remodel 2,640 sq. ft. Area of remodel 2,640 sq. ft. installation of new concrete stairs & accessible ramp, installation of new non-bearing walls, installation of new restrooms, installation of accessible restrooms and parking stall	80000
B-2021-4769	2080 49TH ST		TI IMP panels, new slab, new dock	150000

	APN 6308015077		levelers	
B-2021-4782	2905 50TH ST APN 6303024010	Randal Foods	Spiral freezer	30000
4	Record(s)			\$1,260,000.00
Mechanical				
B-2021-4485	5601 BICKETT ST APN 6310015036		New process water cooling system, compressed air system, process water & air piping, drain & overflow piping for process water system, make up water fro process water cooling system	506501
B-2021-4736	3141 44TH ST APN 6303011049	Lineage Logistics	Refrigeration equipment and installation. New Evaporative Condenser	274000
B-2021-4718	4550 MAYWOOD AVE APN 6304022045		Mechanical - Refrigeration equipment and installation for new cooler box.	111000
B-2020-4387	4330 26TH ST APN 5243019010		Mechanical - (2) HVAC Split systems, restroom exhaust fans and associated ductwork for new office TI	25000
B-2021-4806	4201 FRUITLAND AVE APN 6304027018	Southland Box Com	Equipment - Boilers, water system HPS tank / FW B-2021-4807	150000
5	Record(s)			\$1,066,501.00
Miscellaneous				
B-2021-4779	3049 VERNON AVE APN 6303005034		New catastack equipment platform for boiler system	150000
B-2021-4809	2727 VERNON AVE APN 6302020041		Roof structural reinforcement to support ductwork on top of roof	70000
B-2020-3932	2137 37TH ST APN 6302010015		Storage racks	30000
B-2021-4850	4199 BANDINI BLVD APN 5243020018	Volume Dist	RR asphalt	21850
4	Record(s)			\$271,850.00
Plumbing				
B-2021-4884	2901 FRUITLAND AVE APN 6310009014		Bypass below grade gas line. Pipe new line overhead utilize hot tap and line stops.	40000
B-2021-4865	2860 ALAMEDA ST APN 6302011018		Sewer cap - demo metal portion and loading dock	40000
B-2021-4807	4201 FRUITLAND AVE APN 6304027018	Southland Box Compan	Plumbing design for new boiler room	450000
3	Record(s)			\$530,000.00
23	Permit(s)		Total	\$3,402,351.00



**City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of August 2021**

Request for Inspection	29
Approved	13
Pending	565
Temporary Occupancies	14

**City of Vernon
Certificate of Occupancy
Applications Date From 8/1/2021 to 8/31/2021**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2021-1743	2833 LEONIS BLVD. APN 6303022004	Withus Apparel Corp.	Warehousing apparel	385.00	308
	C-2021-1744	5215 BOYLE AVE APN 6310009025	Yun Express USA Inc.	Warehouse and distr. general merchandise	1,046.00	89872
	C-2021-1745	3047 BANDINI BLVD APN 6303002014	Superior Lithographics	Paper manufacturing	885.00	11600
	C-2021-1746	3268 VERNON AVE APN 6303012046	Umina Bros., Inc.	Cold Storage & Office - Wholesale distributor of fruits and vegetables	0.00	32890
	C-2021-1747	5300 SANTA FE AVE APN 6309003036	Mother LLC	Garment design and offices	885.00	23000
	C-2021-1748	1945 55TH ST APN 6308016027	Black Bros	Storage of vegetable oil in 2000lb totes	885.00	10000
	C-2021-1749	5525 SOTO ST APN 6309026019	Soto Logistics Leasing, LLC	Property Management Office	385.00	1440
	C-2021-1750	4890 ALAMEDA ST APN 6308015072	Pharmedoc Inc.	Warehousing of othopedic products	885.00	28100
	C-2021-1752	3268 VERNON AVE APN 6303012046	UMINA BROS., INC.	Wholesale and distribute fruits and vegetables	885.00	32890
	C-2021-1753	3748 26TH ST APN 5192030004	Fabio Tesei	Import from Italy and distr. nationwide	885.00	11286
	C-2021-1754	5899 DOWNEY RD APN 6310004014	Capital Logistics and Warehousing	Warehouse and distribute general merchandise	1,046.00	69428
	C-2021-1755	3100 44TH ST APN 6303016005	Sean Sassounian	apparel sewing & shipping	885.00	10000
	C-2021-1756	3100 44TH ST APN 6303016005	Gemandi LLC	Storage of jewelry	385.00	3000
	C-2021-1757	3480 26TH ST APN 6303001004	Sunny Choi	Photo studio, storage of clothing, cafeteria	885.00	40000
	C-2021-1758	4641 PACIFIC BLVD APN 6308009027	Xuper Inc.	Office use	385.00	100
	C-2021-1760	2360 51ST ST APN 6308016010	Helping Hands Society of Los Angeles	Provide food and essentials to needy families	0.00	7600
	C-2021-1761	4154 BANDINI BLVD APN 6304003001	Sagebrook Home	Wholesale- home decor products	885.00	30000

Issued Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
C-2021-1763	2555 CHAMBERS ST APN 6308008030	Pacific Chambers Distribution, LLC	Produce wholesale	1,770.00	31000
C-2021-1764	6043 MALBURG WAY APN 6310027044	UVS Kansas LLC	Warehouse and logistics	885.00	6602
C-2021-1765	2909 LEONIS BLVD APN 6303022006	Zetinos Transport Inc.	Warehousing and dist. general merchandise	885.00	14500
C-2021-1766	3737 SANTA FE AVE APN 6302014024	LOIT	Warehouse of apparel	885.00	17436
C-2021-1767	3060 44TH ST APN 6303015001	David Garment Cutting	Garment cutting service	885.00	49951
C-2021-1768	2233 49TH ST APN 6308015067	Gredale LLC	Storage of footwear	885.00	16927
C-2021-1769	4444 26TH ST APN 5243018017	J Source LLC	Warehousing - sourcing and hardware	1,046.00	65798
C-2021-1770	4270 MAYWOOD AVE APN 6304021037	Sagebrook Home	Wholesale home decor	1,046.00	60000
C-2021-1772	2140 25TH ST APN 6302008007	DHNW, LLC	General office and storage for apparel. Business-related use.	885.00	31677
C-2021-1773	5455 BOYLE AVE APN 6310010014	J&J's Logistics Express Inc	Office lease for logistics purposes	385.00	300
C-2021-1759	5375 BOYLE AVE APN 6310009020	Evoqua Water Technologies, LLC	Office use	0.00	4300
C-2021-1751	4382 BANDINI BLVD APN 6304001021	JYT, INC.	Office use	385.00	208
Total for Certificate of Occupancy:				21,539.00	700,213.00

29 Permits(s)

Total Fees Paid 21,539.00

**City of Vernon
Certificate of Occupancy
Issued Date From 8/1/2021 to 8/31/2021**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
8/2/2021	C-2021-1732	4827 49TH ST APN 6304014003	JNA Apparel Unlimited Inc.	Warehousing and distribution of garments	1,770.00	40784
8/11/2021	C-2021-1709	4584 50TH ST APN 6304013020	Sterling Ruby Studio, Inc.	Warehouse of art	885.00	26700
8/17/2021	C-2021-1676	5015 PACIFIC BLVD APN 6308010019	Kosmatex Inc.	Warehousing and distribution of fabric	885.00	23510
8/17/2021	C-2021-1686	2050 52ND ST APN 6308016038	Ebenezer US Trading Inc.	Warehousing and distribution of refrigerated, dry vegetables and fruit	385.00	5000
8/17/2021	C-2021-1700	3240 26TH ST APN 6303002024	Foxi Crumpet, LLC Db Neva Nude	Manufacturing and distribution of women's intimate apparel	385.00	2650
8/17/2021	C-2021-1736	5015 PACIFIC BLVD APN 6308010019	Hena Print Inc.	Textile graphic design	385.00	4000
8/17/2021	C-2021-1660	6031 MALBURG WAY APN 6310027045	Industrias T. Taio, LLC	Warehousing and distribution of bath accessories	885.00	31000
8/17/2021	C-2021-1759	5375 BOYLE AVE APN 6310009020	Evoqua Water Technologies, LLC	Office use	0.00	4300
8/17/2021	C-2021-1729	6116 MALBURG WAY APN 6310027051	POCAS International Corp.	Warehousing and distribution of food & beverages	885.00	31562
8/23/2021	C-2018-1018	4700 BOYLE AVE APN 6303020010	Socal Garment Works, LLC	Office use only	885.00	8176
8/24/2021	C-2018-0918	4334 SANTA FE AVE APN 6308006004	Texwin Inc.	Office use only	385.00	2000
8/24/2021	C-2021-1751	4382 BANDINI BLVD APN 6304001021	JYT, INC.	Office use	385.00	208
8/24/2021	C-2020-1542	2139 52ND ST APN 6308016039	Katie K, Inc.	Garment manufacturer	885.00	18000
Total for Certificate of Occupancy:					9,005.00	197,890.00
13 Permits(s)					Total Fees Paid	9,005.00

City Council Agenda Item Report

Agenda Item No. COV-787-2021

Submitted by: Robert Sousa

Submitting Department: Police Department

Meeting Date: October 5, 2021

SUBJECT

Huntington Park Police Department Jail Division Agreement for Inmate Housing

Recommendation:

Approve and authorize the City Administrator to execute the Inmate Housing Agreement, in substantially the same form as submitted, for housing of pre-arraignment arrestees for a total amount not to exceed \$225,000 (\$75,000 per year), for a three-year term.

Background:

The Vernon Police Department (VPD) is seeking to renew inmate housing services with the Huntington Park Police Department (HPPD) for a three year period effective July 1, 2021. The estimated annual cost for these services is \$75,000, and is subject to adjustment annually on July 1 of each year in accordance with the Consumer Price Index. The inmate housing services provided by HPPD have been outstanding and this arrangement provides a cost effective approach to address the shortage of Police jail staff while saving the City money. Outsourcing of inmate housing services also demonstrates our efforts to collaborate with other regional public safety agencies for the betterment of all communities while maintaining a fiscally responsible approach.

In addition, patrol deployment levels have been enhanced since there is no need for patrol officers to man jail operations during staffing shortages. Also, given that the HPPD jail facility is within one mile from Vernon, patrol officers are typically back in service within a relatively short period (10-15 minutes) when inmate booking is required.

The most recent inmate services agreement expired on June 30, 2021; however, HPPD continued to provide inmate housing services to the City while drafting of the new agreement was underway. The term of the new agreement is retroactive to July 1, 2021, so that invoicing of the services provided from the end of the last contract period through the present can be accounted for and paid.

Since the agreement is for professional services with a governmental entity, the agreement is exempt from competitive bidding and competitive selection pursuant to Vernon Municipal Code § 2.17.12 (a)(5)(a), Exemptions - Contracts with other governmental entities for services.

The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Sufficient funds for housing of pre-arraignment arrestees are available in the police department budget under Account No. 011.1031.594200, and will be budgeted for in subsequent fiscal years.

Attachments:

1. [Huntington Park Police Department Jail Division Agreement for Inmate Housing](#)

**HUNTINGTON PARK POLICE DEPARTMENT
JAIL DIVISION
AGREEMENT FOR INMATE HOUSING**

THIS INMATE HOUSING AGREEMENT ("AGREEMENT") IS ENTERED INTO ON THIS 1st OF JULY 2021 BY AND BETWEEN THE CITY OF HUNTINGTON PARK ("Huntington Park") AND THE CITY OF VERNON ("Vernon" or the "Arresting Agency") FOR HOUSING OF PRE-ARRAIGNMENT ARRESTEES.

A. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2021 and shall continue through June 30, 2024 or until terminated pursuant to the terms of this Agreement. Nothing in this Agreement shall be construed to require the Arresting Agency to house inmates in the Huntington Park Police Department Jail facility ("Huntington Park City Jail" or "the Jail").

B. FEES

The Huntington Park Police Department ("HPPD") agrees to house pre-arraignment arrestees of the City of Vernon Police Department ("VPD") in the Huntington Park City Jail for a prisoner housing fee. The housing fee and percentage increase is as follows:

- July 1, 2022 3%
- July 1, 2023 3%

1. Felony Bookings: The cost for felony arrestees is \$216.03 per booking for a maximum of 72 hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, meals, phone calls and DNA sampling.
 - Note: An additional cost of \$74.81 may be applied should there be a need to house an arrestee for an additional day beyond the 72 hours.
2. Misdemeanor Bookings: The cost for misdemeanor arrestees is \$138.11 per booking for a maximum of 48 hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, phone calls and meals.
3. Juvenile Detainments: The cost for processing juveniles is \$64.71. The cost does not include visual monitoring or transportation. The Arresting Agency will be required to monitor juveniles until released to the designated Juvenile Hall Facility or released to parents and/or legal guardian. The Arresting Agency shall transport juveniles to Juvenile Hall or other facility when required.

While the above fees per booking take into account the majority of related jail services costs, it does not include any fees that may be applied directly by the Los Angeles County Sheriff's Department should there be a need to transfer an arrestee to the L.A. County Jail for booking and housing. The Arresting Agency will be responsible for transporting the arrestee to L.A. County Jail and paying the associated fees if the need

arises and subject to the terms of this Agreement.

The fees set forth shall increase annually on July 1 of each year by three percent (3%) over the amount of fee for the prior year for the Term of the Agreement, without any further action by Vernon or Huntington Park.

C. BILLING AND PAYMENT

HPPD will invoice VPD on a monthly basis for jail services rendered. The invoice will be sent to City of Vernon accounts payable department on or about the 1st of every month. Payment to Huntington Park is due within 60 days after receipt of invoice and shall be mailed to the City of Huntington Park Finance Department at the address in Section G.1 below.

The invoice prepared by HPPD shall at minimum include the following information regarding every prisoner arrested by the Arresting Agency in the previous month:

1. Date and time of booking
2. Date and time of release
3. Name of arrestee
4. Booking number
5. Charge and felony or misdemeanor designation
6. Juvenile Detainments
7. Fee for booking and housing
8. Any additional fees

D. TERMINATION

1. By Either Party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective thirty (30) days after receipt of such notice. Within said thirty (30) days, the Arresting Agency agrees to remove its inmates from the Huntington Park City Jail.
2. By the Arresting Agency due to lack of funding. The obligation of the Arresting Agency to pay Huntington Park under the provisions of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation or budgeting of sufficient funds by the Arresting Agency. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the Arresting Agency shall have the option of terminating the Agreement upon written notice to Huntington Park, except that all services provided to that point shall be compensated at the agreed rate(s).

3. Termination by Breach. In the event the Arresting Agency breaches or fails to perform or observe any of the terms or conditions of this Agreement, and fails to cure such breach or default within five (5) days of receiving written notice of said breach or default, or if said breach or default cannot be cured within a reasonable period, Huntington Park may terminate this Agreement in addition to and not in limitation of any other remedy available to Huntington Park at law or in equity, and the failure of Huntington Park to exercise such right shall not be construed as a waiver for any reason, except as subject to any applicable statute of limitations or similar law.
4. In the event of termination of this Agreement for any reason, the Arresting Agency shall compensate Huntington Park in the same manner and at the same rate(s) described herein for inmates then housed at the Huntington Park City Jail after notice of such termination until the Arresting Agency retakes its inmates.

E. RULES FOR INMATE HOUSING.

Acceptance and housing of the prisoners at the Huntington Park City Jail are subject to the following rules:

1. HPPD and the Huntington Park City Jail agree to accept and provide for the secure custody, care, and safekeeping of medium or low risk arrestees as determined by pre- booking classification procedures of the Jail. 25% of maximum capacity bed space is guaranteed for VPD at any given time. HPPD has the right to reject any arrestee who, in the good faith opinion of the HPPD Watch Commander, requires special handling or presents a high risk, including risk of flight or of injury to the arrestee or others. The decision to accept or reject the arrestee is that of the HPPD Watch Commander.
2. The decision to accept an arrestee will be based on the following criteria:
 - a. The arrestee must not have any serious physical, mental or emotional medical problem that require; (i) a physician's immediate attention or monitoring; or (ii) prescription medications which the arrestee does not already possess on his/her person when booked.
3. The transporting officers shall enter the Huntington Park City Jail from the established jail facility entrance and shall:
 - a. Inform the Jailer of any known medical problems or need for medication(s) associated with the arrestee.
 - b. Obtain medical booking clearance of any arrestee when required by the HPPD Watch Commander.
 - c. Conduct a complete and thorough booking search of the arrestee and provide all necessary booking information to the Jailer.

4. The Arresting Agency is responsible for arranging all Probable Cause Declaration hearings, and a copy of the approved declaration must be provided to the Huntington Park City Jail. The Arresting Agency shall be responsible for transporting the arrestee to the designated court for arraignment. The Arresting Agency shall inform the Jailer of the date and time an arrestee is to be prepared for court pick-up by the Arresting Agency, and the Jailer shall prepare the arrestee for pick up accordingly.
5. The Arresting Agency is responsible for transporting females booked on felony charges, held on warrant(s), parole hold, or any other legally authorized hold, to the appropriate L.A. County Sheriff Jail Facility within 2 hours of being notified that the female is ready for transport. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander.
6. If any serious medical, mental or behavioral problems arise while the arrestee is in custody of the Huntington Park City Jail, and the HPPD Watch Commander determines in good faith that the Jail does not have the resources to handle the arrestee or that the arrestee presents a significant flight risk or high risk of injury to himself/herself or others, the Arresting Agency will be notified and shall send transporting officers within two hours to transport the arrestee to another facility. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander. If transporting officers are not available from the Arresting Agency, the Arresting Agency will be charged for the transportation costs by HPPD personnel to an appropriate Los Angeles County-operated facility at the rate of \$84.74 per hour.
7. In an emergency in which immediate medical attention is needed due to an arrestee's pre-existing condition of which the Arresting Agency had notice prior to booking at the Jail, the designated Fire Department will be notified and the cost of paramedic response will be charged to the Arresting Agency. Under the preceding circumstances, the Arresting Agency will be notified if paramedics are called and the arrestee is transported to the Los Angeles County Jail Medical Ward or some other appropriate medical facility. All costs for medical treatment of such arrestees shall be borne by the Arresting Agency. Notwithstanding anything to the contrary, however, if the cause of the arrestee's emergency transportation to a medical facility and subsequent hospitalization and treatment is; (i) a pre-existing medical condition of which the Arresting Agency was unaware at the time of booking; (ii) a post-booking accident that occurs on the Jail's grounds, whether or not the arrestee may have been contributorily negligent; (iii) assaults by other local prisoners; or (iv) any other reason similar to the foregoing, then all transportation and medical costs shall be the responsibility of Huntington Park. To be clear, in such an event, Huntington Park shall bear all costs for paramedic response, transportation to a medical facility, and medical treatment of the arrestee. Disposition responsibility of arrestees, if hospitalized, rests with the Arresting Agency, and the Arresting Agency shall bear the transportation and medical costs of any required follow-up treatment.

8. Investigating officers from the Arresting Agency will be allowed access to the arrestee by calling the Huntington Park City Jail prior to arrival. They shall comply with all regulations of the Jail.
9. Visitors are restricted to the arrestee's attorney, bail bonds personnel, individuals presenting cash bail, or other persons authorized by the Arresting Agency with the concurrence of the HPPD Watch Commander and in accordance with Huntington Park City Jail policy.
10. Transportation to courts is the responsibility of the Arresting Agency. Those cases which require a filing by the District Attorney will be the responsibility of the Arresting Agency. Verbal dispositions will not be accepted.
11. HPPD may refuse to release VPD inmates or prisoners on a citation, or under the provision of PC 849(b)(1) for any alleged violation of law involving either crimes against another person or weapons. Inmates arrested for such charges may need to be picked up and transported back to the Arresting Agency for release. Should the Arresting Agency fail to pick up an arrestee, HPPD will transport the arrestee(s) to the Arresting Agency for release. Such transportation will be invoiced to Vernon at the rate of \$84.74 per hour, on a one-hour minimum basis.
12. All testing of blood, breath, or urine shall be the responsibility of the Arresting Agency. The Arresting Agency shall be responsible for the preparation and delivery of all court document packages.
13. The Arresting Agency shall reimburse to Huntington Park any reasonable costs associated with the court appearance of a member of HPPD regarding an arrestee of the Arresting Agency.
14. The arresting VPD officer shall remove all personal property from an arrestee as required by established Jail procedure. The HPPD Jailer will secure the arrestee's personal property in accordance with established Jail procedure.
Bulky items such as bicycles, large backpacks, large purses, etc., and money in excess of \$400.00 will not be secured or held by HPPD or by any employee of Huntington Park; the Arresting Agency shall be solely responsible for securing bulky items and/or money in excess of \$400.00.
The arrestee's personal property in the custody of the Huntington Park City Jail will be released to a VPD officer when the arrestee is transferred from the Jail, or the property will be returned to the arrestee when the arrestee is released from custody from the Jail.
15. Any contraband found on an arrestee after the arrestee has been booked shall be the responsibility of the Arresting Agency. HPPD will temporarily hold the contraband until it is picked up by VPD.

16. VPD shall pick up and retain all original booking slips and associated paperwork for each arrestee. HPPD will not maintain any original records or copies of records of VPD arrestees.

17. Death of an Inmate While in Huntington Park's Custody.

- a. In the event of the death of an Arresting Agency's inmate while in HPPD's physical custody, Huntington Park shall notify the County Coroner or appropriate agency. The Arresting Agency shall receive copies of any records made at the time of or in connection with such notification.
- b. Huntington Park shall immediately notify the Arresting Agency of the death of an Arresting Agency's inmate, furnish information as requested, and follow the instructions of the Arresting Agency with regard to the disposition of the remains. In the case of an unattended death, suspicious death, or criminal case, the County Coroner or appropriate agency will have authority over the deceased, and would coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate.

F. INDEMNIFICATION; HOLD HARMLESS.

The Arresting Agency shall defend, indemnify, and hold harmless Huntington Park, its officers, and employees, from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by the Arresting Agency, its officers, and employees relating to its detention, arrest, transportation of arrestees, or other activities, duties, or obligations under this Agreement. Huntington Park shall defend, indemnify, and hold harmless the Arresting Agency, its officers, and employees from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by Huntington Park, its officers, and employees relating to its activities, duties, or obligations under this Agreement.

In the event the acts or omissions of the elected or appointed officials, officers, employees or agents of both the Arresting Agency and Huntington Park in connection with or incidental to the performance or non-performance of the Arresting Agency's or Huntington Park's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Arresting Agency and Huntington Park shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and shall bear their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The provisions of this section shall survive any termination or expiration of this Agreement.

G. **GENERAL PROVISIONS.**

1. Notices.

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Huntington Park: Chief of Police
City of Huntington Park
6542 Miles Avenue
Huntington Park, CA 90255

With Copy to: City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Arresting Agency: Chief of Police
City Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

2. Insurance.

The Arresting Agency and Huntington Park shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

3. Assignment.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part without the prior express written consent of both parties.

4. Waiver.

The failure of either party to this Agreement to insist upon strict performance of any term or condition hereto, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

5. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

6. Governing Law.

This Agreement is made, entered into, executed and is performed in the City of Huntington Park, located in Los Angeles County, California, and shall be

governed by the laws of California without regard to its conflict of interest laws. Any action filed in any court or for arbitration for interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in a state or federal court or before an appropriate tribunal in Los Angeles County, California, and the parties hereby consent to personal jurisdiction therein.

7. Independent Contractor

For purposes of this Agreement, Huntington Park and the Arresting Agency are, as to each other, independent contractors and not an official, officer, employee or agent of the other. Neither party shall, at any time or in any manner, represent that it or any of its officials, officers, employees or agents are employees of the other. All personnel to be utilized by the Arresting Agency in the performance of this Agreement shall be employees of the Arresting Agency and not employees of Huntington Park, and vice versa. Each party shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating only to their own respective employees and shall be responsible for all applicable withholding taxes.

Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth in this Agreement.

8. Entire Agreement

This Agreement constitutes the entire integrated Agreement between Huntington Park and the Arresting Agency and supersedes all prior negotiations, representations or agreements, oral or written.

9. Modification of this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved in writing by the parties hereto. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10. Force Majeure

Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' reasonable control, then the Agreement will immediately terminate without further obligation of either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY
CITY OF HUNTINGTON PARK

ARRESTING AGENCY
CITY OF VERNON

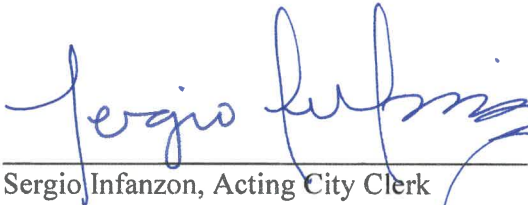


Ricardo Reyes, City Manager

Carlos R. Fandino, City Administrator

ATTEST:

ATTEST:




Sergio Infanzon, Acting City Clerk

Lisa Pope, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



City Attorney

Zaynah N. Moussa, Interim City Attorney

City Council Agenda Item Report

Agenda Item No. COV-768-2021
Submitted by: Jazmine Hooks
Submitting Department: Public Works
Meeting Date: October 5, 2021

SUBJECT

Public Works Street Operations Division Vehicle Purchase

Recommendation:

Approve and authorize the issuance of a Purchase Order to Quinn Company for one new Caterpillar Inc. Model: 420 Backhoe Loader for a total amount not to exceed \$145,130.18.

Background:

The Fiscal Year 2021-2022 adopted budget for the Public Works Department (Department) includes a planned capital expenditure for the purchase of one new Caterpillar Inc. Model: 420 Backhoe Loader (Tractor) to meet the operational needs of the Department. The purchase of this Tractor will provide Public Works staff the necessary equipment to continue to promptly execute daily work responsibilities and effectively meet the needs of the City. Staff recommends the approval of the purchase of one new Tractor through Quinn Company (Quinn), for a total cost of \$145,130.18.

The City of Vernon is a member of Sourcewell, which offers members cooperative buying contracts. Pursuant to Vernon Municipal Code Chapter 2, Article IV, Section 2.17.12(A)(5), the purchase of the proposed equipment is exempt from the City conducting its own competitive bidding, as Sourcewell's practice ensures that members receive the lowest price available using competitive bidding. The quote secured for this purchase from Quinn is based on a Sourcewell contract and indicates a cost savings of \$40,494 based on the Manufacturer's Suggested Retail Price (MSRP). Thus, it is to the advantage of the City to procure the Tractor from Quinn. If approved, Purchasing staff will issue a Purchase Order to Quinn for the Tractor.

Fiscal Impact:

Sufficient funds for the purchase of the Tractor are available in Public Works Street Operations Account No. 011.1043.840000.

Attachments:

1. [Sourcewell Quote for Backhoe Loader](#)



151093-01

August 18, 2021

CITY OF VERNON
ATTN ACCOUNTS PAYABLE
4305 SANTA FE AVE
VERNON, California 90058-1714

Attention: JASON TOMLINSON

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

SOURCEWELL #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris
Governmental Sales

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

OPERATOR ENVIRONMENT

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for
Fuel
Engine oil
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant

-20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992	\$89,750.00
LANE 2 ORDER	0P-9002	\$0.00
STICK, EXTENDABLE, 14FT	543-4284	\$4,995.00
PT, 4WD/2WS, POWERSHIFT	544-1066	\$9,930.00
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	\$9,880.00
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774	\$2,710.00
CAB, DELUXE	544-0883	\$8,690.00
DISPLAY, STANDARD	545-5047	\$0.00
WORKLIGHTS (8) LED LAMPS	491-6736	\$910.00
SEAT, DELUXE FABRIC	573-4524	\$960.00
SEAT BELT, 3" SUSPENSION	206-1748	\$149.00
AIR CONDITIONER, T4F	542-7810	\$2,485.00
PRODUCT LINK, CELLULAR, PLE643	560-6797	\$0.00
TIRES, 340 80-18/500 70-24, MX	533-0488	\$1,745.00
COUNTERWEIGHT, 1015 LBS	337-9696	\$1,825.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$348.00
BUCKET-MP, 1.3 YD3, PO	337-7436	\$7,056.00
CUTTING EDGE, TWO PIECE	9R-5321	\$331.00
INSTRUCTIONS, ANSI	559-0872	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
RIDE CONTROL	551-6453	\$1,540.00
LINES, COMBINED AUX, E-STICK	548-1231	\$3,620.00
BEACON, MAGNETIC MOUNT, STROBE	433-0154	\$354.00
AUTO-UP STABILIZERS	567-5090	\$0.00
PLATE GROUP - BOOM WEAR	423-7607	\$223.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
SHIPPING/STORAGE PROTECTION	461-6839	\$210.00
COUPLER, PIN LOCK, BL F	544-1901	\$1,528.00
BUCKET-HD, 18", 4.9 FT3, PL	247-1949	\$1,708.00
HAMMER, H80S	561-2553	\$16,667.00
BRACKET, 1/4YD PL, XL	416-8031	\$694.00
LINES, H80-H95, BHL-F	399-6962	\$417.00

Sub Total**149,239**

Min Member Disc 22%, Dlr 2% 24.0%

(35,817)

Machine / Option Price

113,422**Sub Total****19,486**

Member Disc 22%, Dlr 2% 24.0%

(4,677)

Work Tool / Attachments Price

14,809**Customer Invoice**

Machine / Option Price

113,422

Work Tool / Attachments Price

14,809

Pre-Tax Total

128,231

Pre-Prep Total

128,231

Nondiscountable Items

Delivery	400
Machine Prep	1,800
Breaker saddle	600
Worktool Prep	600

Total **131,631**

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SOURCWELL SELL PRICE	\$131,631.00
TIRE FEE	\$7.00
SALES TAX (10.25%)	\$13,492.18
AFTER TAX BALANCE	\$145,130.18

F.O.B./TERMS:

Delivered / Net 10 days

Accepted by _____ on _____

Signature

City Council Agenda Item Report

Agenda Item No. COV-799-2021
Submitted by: Lissette Melendez
Submitting Department: Public Works
Meeting Date: October 5, 2021

SUBJECT

Purchase Contract for City Contract No. CS-1388: Phase I Environmental Report and Soils Report at 4528 and 4530 Bandini Boulevard

Recommendation:

- A. Find that the proposed action is statutorily exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15262, because the project only involves feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded;
- B. Approve and authorize the issuance of a Purchase Contract with Tetra Tech, Inc. for the Phase I Environmental Report and Soils Report at 4528 and 4530 Bandini Boulevard for a total amount of \$28,540; and
- C. Authorize a contingency of \$21,000 in the event that further soil sampling, testing and analysis is necessary, and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount, if necessary.

Background:

Public Works' Engineering Division (Staff) is exploring potential uses for the City-owned properties located at 4528 and 4530 Bandini Boulevard. As a precursor to any development of the sites, a Phase I Environmental Report and Soils Report (Project) is required in order to evaluate environmental conditions and soil characteristics.

Pursuant to the City's Purchasing Guidelines, Staff performed an informal selection process to obtain quotes for the Project. Of the twelve (12) quotes requested from environmental consultants, seven (7) were received. Additionally, quotes were expected to include both a Phase I Environmental Site Assessment (ESA) and a soils report, but four (4) quotes were incomplete. The following quotes were received by Tuesday, August 31, 2021 at 2:00 p.m.:

Tetra Tech, Inc.	\$28,540
Terracon Consultants, Inc.	\$31,500
Converse Consultants	\$39,812
AEI Consultants	\$2,750 (ESA only)
Geo Forward	\$4,400 (ESA only)
Enviro Assessment, PC	\$2,200 (ESA only)
Keramida	\$3,050 (ESA only)

Staff evaluated the quotes received and determined Tetra Tech, Inc. provided the lowest, complete, responsive quote. Performance Bonds and Labor and Materials Bonds are not required for this type of work; however, all necessary insurances will be required.

According to Vernon Municipal Code Sec. 2.17.01 (b), if in the 12 months preceding the effective date of a proposed new, renewed, or otherwise amended contract, the City has paid or awarded the proposed

vendor more than \$100,000 pursuant to contracts with the vendor, then the proposed new, renewed, or otherwise amended contract shall be approved only by the City Council. Tetra Tech, Inc. has a current contract with the Health and Environmental Control Department in the amount of \$72,694.96.

Staff recommends awarding a Purchase Contract to Tetra Tech, Inc. in the amount of \$28,540; and recommends granting the City Administrator authority to issue change orders for a total amount of up to \$21,000 in the event of unexpected changed conditions or to accommodate additional required work, for a potential total cost not to exceed \$49,540.

Fiscal Impact:

Sufficient funds for the contract are available in the General Fund for City Buildings, Account No. 011.1049.900000.

Attachments:

- [1. Tetrattech Proposal](#)



17885 Von Karman Avenue, Suite 500
Irvine, CA 92614
Office: (949) 809-5000
Fax: (949) 809-5010

August 9, 2021

City of Vernon Public Works Department
4305 Santa Fe Avenue
Vernon, California 90058

Attention: Mr. Andrew Eguia

Via E-mail: aeguia@ci.vernon.ca.us

**SUBJECT: PROPOSAL FOR PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
AND GEOTECHNICAL FEASIBILITY INVESTIGATION
4528 and 4530 Bandini Boulevard
Vernon, California 90058
Tetra Tech Proposal No. PPPG2021052**

Dear Mr. Eguia:

Tetra Tech, Inc. (Tetra Tech) appreciates the opportunity to present this proposal to the City of Vernon Public Works Department for the referenced services at the referenced property (the "Site"). The proposal has been prepared in response to your e-mail dated August 2, 2021. It is Tetra Tech's understanding that the Phase I ESA and Geotechnical Feasibility Investigation are being requested in conjunction with due diligence activities and planned redevelopment of the Site.

SITE INFORMATION

Our understanding of Site conditions is as follows:

Property Size:	1.26 acres (per Los Angeles County Assessor website information)
Parcel ID:	Assessor parcel numbers (APNs) 6304-030-903 and 6304-030-906
No. of Buildings:	Three (based on review of aerial photography)
Number of Stories:	One
Building Areas:	An approximately 900 square-foot building at 4528 Bandini Boulevard, and an approximately 3,500 square-foot building and 350 square-foot shed at 4528 Bandini Boulevard (based on review of aerial photography)
Years Built:	Unknown
No. of Tenant(s):	One – the property at 4528 Bandini Boulevard is currently being leased to Austin Trucking Inc. The property at 4528 Bandini Boulevard is currently unoccupied.
Current Site Usage:	4528 Bandini Boulevard – trucking company; 4530 Bandini Boulevard – inactive fire station.
Historical Site Usage:	Unknown.
Prior Documents:	Unknown.

Please let us know as soon as possible whether any of this information is incorrect or if there is additional information available. The additional information can be reviewed as an additional scope of work (and budget).

1.0 PHASE I ESA

1.1 Phase I ESA Scope of Work

The objective of the Phase I ESA is to evaluate whether *recognized environmental conditions* (RECs) are present at the Site. RECs are defined by the ASTM International (ASTM) Standard Practice E1527-13 as, “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

Tetra Tech expects to conduct the Phase I ESA in a manner consistent with the ASTM Standard Practice E1527-13 and the Environmental Asset Services, Inc. (EASI) Scope of Work for Performance of Phase I Environmental Site Assessments dated November 2013.

The Phase I ESA scope is expected to:

- Describe the physical setting of the Site in accordance with the guidance contained in ASTM Standard Practice E1527-13.
- Establish the current and previous uses of the Site from the present back to the Site’s obvious first developed use or to 1940, whichever is earlier, by interviewing knowledgeable Site contacts, reviewing any owner files or records that contain information about current and previous uses, and by reviewing standard historical sources such as those listed in ASTM Standard Practice E1527-13 (aerial photographs, fire insurance maps, property tax files, recorded land title records, USGS 7.5-minute topographic maps, local street directories, building department records, zoning/land use records, and other historical sources judged to be credible). Any significant gaps in the use history which remain after consulting all available standard historical sources should be clearly identified in the report and should be (credibly) attributable to “data failure”. The length of time the key Site contact has been associated with activities at the property is to be described. A chain-of-title report will be obtained as part of historical Site ownership research.
- Obtain information regarding the existence of federal, state, and local environmental cleanup liens against the Site through a review of appropriate agency sources.
- Review of publicly available information maintained by various federal, state, and local governmental agencies which administer environmental regulations, including records of known “contaminated” or problem Sites, landfills and other disposal Sites, and underground storage tank (UST) records (for both leaking and registered USTs). At a minimum, the public records search will include the following standard environmental record sources listed in the ASTM Standard Practice E1527-135: federal NPL, SEMS, RCRA TSD, RCRA Generator, and ERNS lists, as well as state lists of hazardous waste Sites identified for investigation or remediation, state or local lists of open and closed landfills and/or solid waste disposal facilities, state leaking UST lists, and state registered UST lists. These records will be searched for the Site and for off-Site/surrounding properties in accordance with the minimum search distances specified in ASTM Standard Practice E1527-13. Agency file reviews will be performed to evaluate the risks posed by any off-Site facilities found in the public records search which Tetra Tech judges to be close enough to potentially have an impact on the Site.

- Summarize information about the source(s) of potable water for the property, the type of sewage disposal system in use, and the types and sources of other utility services provided to the property. Where readily obtainable, provide the installation and/or hookup dates applicable to potable water, natural gas, and sewage disposal systems. For properties with current or historical uses likely to have involved the use of hazardous substances and/or petroleum products, evaluate the potential for these substances to have been disposed on-Site via septic disposal systems currently or previously in use.
- Conduct a visual inspection of the Site (including any buildings and structures) and of adjacent properties (from curbside) in order to discover evidence of the presence or likely presence of adverse environmental impacts at the Site. The visual inspection of adjacent properties will be made from the Site and/or from public access roads, as appropriate. The visual inspection is expected to consider past and present chemical usage, storage, treatment, and disposal practices; aboveground and underground storage tank systems; pits, ponds, and lagoons; polychlorinated-(PCB-) containing electrical equipment; hydraulic hoists; air emission sources and wastewater/storm water discharges; areas related to process operations; drains, sumps, catch basins, oil/water separators, dry wells, septic systems, and other potential pathways to the subsurface; potential wetland areas; and areas that exhibit evidence of unnatural impact (e.g., stressed vegetation, stained or discolored soils, unnatural fill material, evidence of dumping, abandoned drums, etc.).
- Perform a visual inspection of readily observable areas of the Site building(s) for the purpose of locating suspect asbestos-containing materials (ACM) and lead-based paint (LBP).
- Conduct interviews with a readily available key Site manager and with appropriate Site occupants to obtain information, which may indicate if RECs exist at the Site. Tetra Tech will inquire about the existence of previous environmental Site assessment and/or environmental compliance audit reports and governmental notices of past or current violations of environmental laws and regulations. If available, these documents will be reviewed and the information will be evaluated to ascertain whether there are indications of RECs or significant environmental issues at the Site.
- Conduct interviews with the readily available local governmental officials as judged to be appropriate to obtain information which may indicate if RECs exist at the Site.

1.2 Phase I ESA Report

Tetra Tech will prepare a draft Phase I ESA report with executive summary documenting the results of the Phase I ESA. The report will provide discussions of findings with specific conclusions regarding RECs, as well as historical RECs (HRECs), potential environmental concerns (PECs), and business environmental risks (BERs) if associated with the Site. In consideration of these findings, Tetra Tech will issue specific recommendations for further assessment or investigation (if warranted). The report will include Site figures, color photographs, and other pertinent documentation.

Once the report has been reviewed by the Client, Tetra Tech will finalize the report within two business days of receipt of Client's comments and agreed upon revisions. One electronic copy of the final report in portable document format (PDF) will be issued via e-mail or a link to the report from Tetra Tech's file transfer system.

1.3 Phase I ESA Schedule

Tetra Tech understands the need for timely completion of the project and is prepared to commence work upon receipt of written authorization to proceed. The draft report will be issued within approximately 3-4 weeks of authorization to proceed and execution of a contract. The final report will be issued as cited above in Section 1.2. In the event that the schedule needs to be modified, the end date of the services provided in this proposal will be December 31, 2021.

2.0 GEOTECHNICAL FEASIBILITY INVESTIGATION

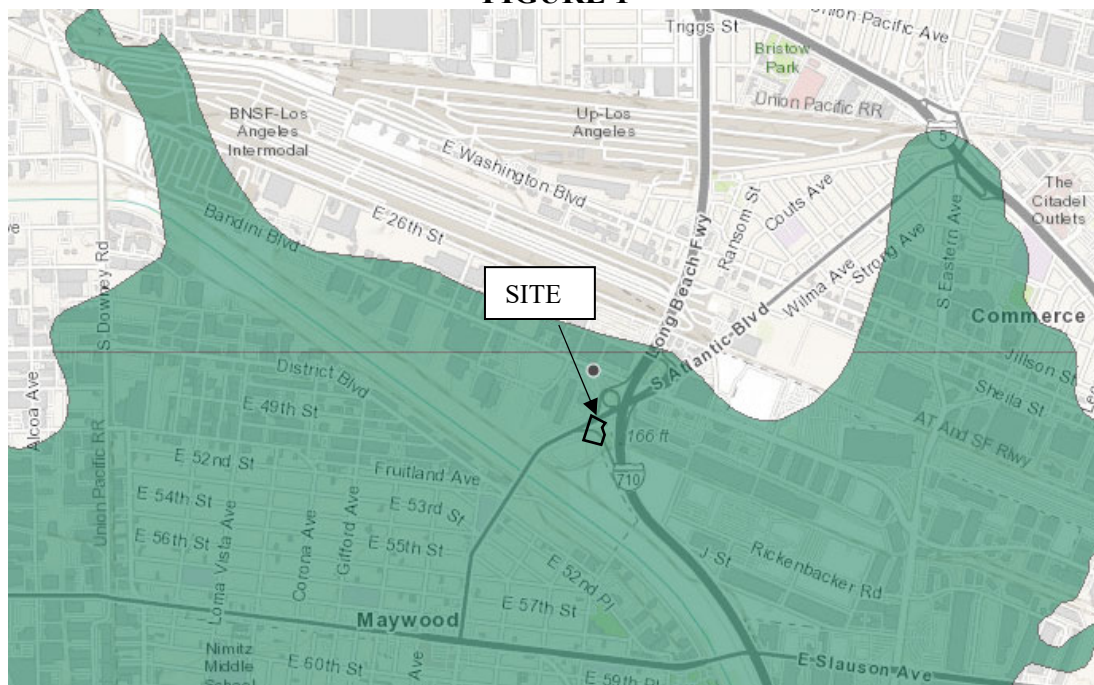
2.1 Geotechnical Feasibility Investigation Project Understanding

It is our understanding that the proposed development will include demolition of all structures and pavement and the construction of a new, 3- to 5-level parking structure over the Site. No plans were provided to Tetra Tech; however, we anticipate that the parking structure will be constructed on grade. The herein proposed scope of work for the Geotechnical Feasibility Investigation is structured to perform adequate field investigation, and field and laboratory testing to gain sufficient geotechnical information to develop the Site appropriately. The final product of this effort will be a geotechnical report summarizing the collected data, presenting the key geotechnical considerations, and providing design recommendations for the proposed parking structure.

Subsurface earth materials are anticipated to consist of alluvial deposits of sand, silt, and clay. Historic high groundwater has been recorded between 20 and 30 feet below ground surface (bgs). The Site is located within an area identified by the State of California as subject to the hazard of liquefaction (Figure 1). The Site is not located within a designated Earthquake Fault Zone or zone of earthquake-induced landslides.

The Site is located within a seismically active area and is potentially subject to strong ground motions. Consequently, Site-specific geotechnical seismic parameters consistent with the California Building Code (CBC, 2019) will be required for the design.

FIGURE 1



Site location relative to mapped zone of potential liquefaction (green area)

2.2 Geotechnical Feasibility Investigation Scope of Work

2.2.1 Review of Background Information

Tetra Tech will perform a review of readily available previous projects in the vicinity of the Site and create a compilation of relevant geotechnical and geological information.

2.2.2 Permitting

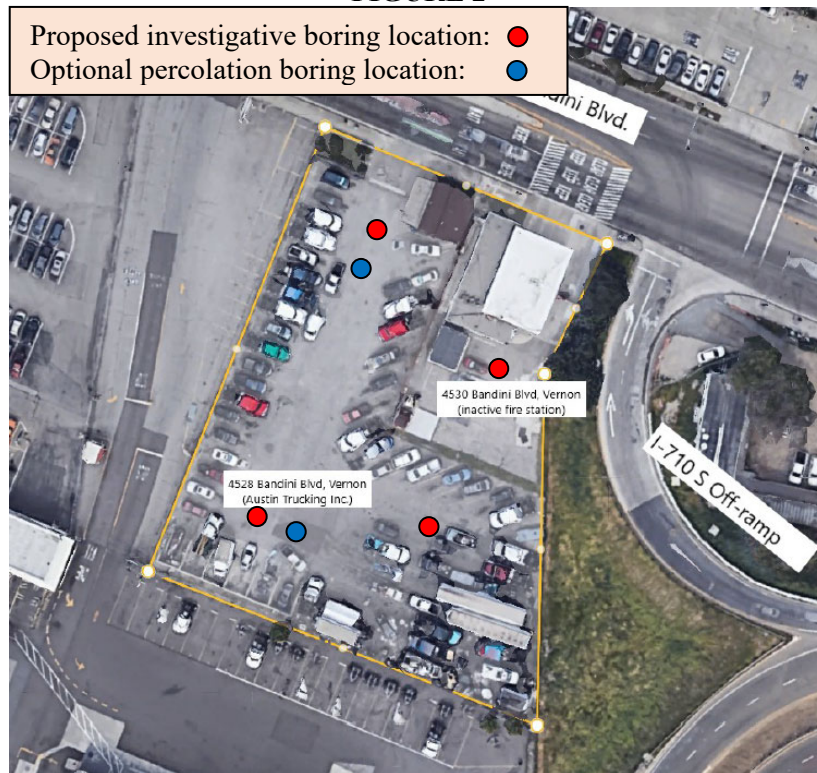
Tetra Tech will mark the proposed boring locations and contact Underground Service Alert (USA) to provide utility mark-out services. Ground penetrating radar (GPR) will be used to verify that no utilities are in conflict with the proposed boring locations. Tetra Tech will not be responsible for utilities encountered during drilling that have not been marked out by USA, or physically indicated in the field by the Client or GPR technology.

Additionally, Tetra Tech will procure necessary boring permits from the City of Vernon Health Department.

2.2.3 Field Exploration

Performance of the field exploration program will focus on collection of information on selected physical properties of the subsurface soils for geotechnical purposes. A total of 4 borings are proposed for the project at approximate locations shown on the embedded aerial photo below (Figure 2). Samples of encountered materials will be collected using an SPT sampler and a California modified sampler. In addition, representative bulk samples of encountered soils will be collected for laboratory observation and testing.

FIGURE 2



Proposed Investigative Boring and Infiltration Testing Locations

It is expected that approximately one full day will be necessary to complete the field investigation program. The soil borings will be backfilled consistent with the requirements of the City of Vernon soil boring permits. Soil spoils will be placed in 55-gallon drums and stored on-Site for characterization before disposal at an approved disposal facility. Allowance is included in the herein presented scope for disposal of non-hazardous materials. If the soil spoils testing indicated hazardous material, a specific disposal plan and cost will be developed for approval prior to execution.

Our exploration will not include sampling, testing, or assessment of toxic or hazardous substances, or evaluation of other environmental issues. If during the performance of the subsurface exploration, foreign or odorous materials are encountered, drilling will be terminated at that location and the client will be notified of the condition.

2.2.4 Laboratory Testing

Samples obtained from the exploratory borings will be transported to a soils laboratory for visual description and testing. Laboratory tests will be performed on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the foundation soils. The laboratory tests may include the following:

- In-situ moisture and density;
- Maximum density and optimum moisture content;
- Grain-size distribution;
- Atterberg Limits;
- Expansion index;
- Compressibility/collapse potential;
- Shear strength;
- Soil corrosion potential; and
- R-value.

The actual tests and their quantity will be performed based on the field and laboratory observations of the encountered soils.

2.2.5 Engineering Analyses

The deliverable for this task will be a geotechnical feasibility report presenting the results and findings of our field exploration program and engineering analyses, and our conclusions and preliminary recommendations for the design of the parking structure foundations and other site appurtenances.

Engineering analysis to develop geotechnical design recommendations for the design of the proposed development will be based on the review of readily available literature, data collected during field explorations and laboratory testing, and on consultation with the design team. It is anticipated that the following items will be addressed by the engineering analyses and presented in the geotechnical report:

- Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials;
- Evaluation of geologic hazards, including liquefaction and seismic settlement potential and recommendations for appropriate mitigation measures in accordance with Special Publication 117A;
- Provision of seismic parameters per CBC 2019;
- Evaluation of general groundwater conditions and potential impact on design and construction;

- Provision of general evaluation of project feasibility and suitability of on-Site soils for foundation and fill support;
- Provision of geotechnical recommendations for design of foundations;
- Provision of geotechnical recommendations for design of site pavements, flatwork and appurtenant structures;
- Assessment of corrosivity for Site soils.

2.2.6 Post-Report Services

No post-report services (e.g. plan review, regulatory agency review response, or construction related observation, testing, or consulting) are included in the scope of this proposal. An allowance of \$1,000 (equivalent to about 5 hours of professional effort) is included for consulting with the design team and for responses to clarification requests.

2.3 Geotechnical Feasibility Investigation Report

One electronic copy of the final report in PDF will be issued via e-mail or a link to the report from Tetra Tech's file transfer system.

2.4 Geotechnical Feasibility Investigation Schedule

It is estimated that the Geotechnical Feasibility Investigation report will be issued approximately 3 weeks following the completion of field investigation. If requested, preliminary results can be provided approximately 3 days after completion of the fieldwork.

3.0 OPTIONAL SERVICE - PERCOLATION TESTING

Although not requested at this time, percolation testing will likely be required prior to permitting. Percolation testing is typically conducted to determine stormwater infiltration rates in conformance with the Los Angeles County Low Impact Development (LID) Stormwater Infiltration requirements.

If percolation testing is requested as an optional service and conducted on the same date as the field exploration summarized herein, Tetra Tech will include the following optional scope of services:

- Drill 2 additional borings to a maximum depth of 12 feet;
- Conduct percolation tests in the 2 borings per GS200.2 by County of Los Angeles (2017);
- Upon completion of testing, the borings will be abandoned and backfilled with tamped cuttings. Asphalt cold patch will be placed within the upper 4 to 6 inches; and
- Include a discussion of the percolation testing and results within the geotechnical feasibility report. The report will include conclusions and recommendations pertinent to shallow infiltration best management practices (BMPs).

4.0 FEE FOR SERVICES (FIXED FEE)

Please check box(es) for the services to be contracted.

FIXED FEES:	Phase I ESA.....	\$3,790	<input type="checkbox"/>
	Geotechnical Feasibility Investigation	\$24,750	<input type="checkbox"/>
	Optional Service – Percolation Testing.....	\$3,675	<input type="checkbox"/>

5.0 TERMS AND CONDITIONS

Terms and conditions that are attached are included by reference. This document, including the terms and conditions, is a legal and binding contract between the Client and Tetra Tech.

6.0 ASSUMPTIONS AND LIMITATIONS

6.1 Phase I ESA Assumptions and Limitations

The following Phase I ESA assumption and limitations were considered in the preparation of this proposal:

- Timely, complete Site access is provided on the date and time schedule for the Site inspection.
- The Site inspection will include a walk-through of open and readily accessible buildings and structures on the Site. Complete access to all Site areas that need to be inspected is provided at the scheduled date and time. Tetra Tech will only enter properties or structures for which access has been granted and COVID-19-related physical distance limitations can be maintained consistent with the Tetra Tech health and safety plan (HASP) prepared for the Site inspection.
- One electronic draft copy of the referenced report for review and comment is included in the scope. Additional drafts of the report can be provided at an additional cost.
- The scope of work is limited to that described in the proposal.
- There are no material changes in Site conditions and documents from those described.
- Changes in conditions may impact the scope of work and/or modify the budget and schedule; should unanticipated conditions be encountered, the client will be notified as soon as practical.
- The Client will provide for Site access and assist in the identification of those knowledgeable about the history of Site usage.
- The Client will provide all available drawings, maps, and all other environmental documentation regarding the Site it has in its possession or has knowledge of within three business days of authorization notice to proceed. Delayed delivery of documents may result in a change in schedule and/or budget.
- It is expected that access to some agency files may not be available for review in the time period available for the Phase I ESA due to the State-mandated COVID-19-related limitations. The resulting data gaps may be significant and affect conclusions and recommendations.
- The fixed fee cost assumes the agency records reviews are performed via information available on agencies' websites or information available to be provided electronically via e-mail.
- The fee quoted for the Phase I ESA assumes the Site is located on two parcels (APNs). Additional parcels will require additional cost.

6.2 Geotechnical Feasibility Investigation Assumptions and Limitations

The following Geotechnical Feasibility Investigation assumption and limitations were considered in the preparation of this proposal:

- The project is governed by California's Prevailing Wage laws.
- The entire scope of the project is performed during one mobilization. It is assumed that the work will be performed in one mobilization during normal working hours, i.e., 7am to 5pm (i.e., there is no restriction on drilling time during peak traffic periods).
- The drilling locations are all accessible with a truck-mounted drill rig.
- The boring locations will be left at a "broom clean" condition. No allowance is included for other possible completion requirements, e.g., hot asphalt mix or asphalt grinding details. Furthermore, Tetra Tech is not responsible for and will not remove any paint markings left on the pavement either by Tetra Tech or by utility locators. If removal of these is required, Tetra Tech can provide these services at an additional cost.
- The borings will be backfilled as required by the City of Vernon Health Department.
- All drill spoils will be placed in 55-gallon drums for characterization and disposal. The cost of disposal of inert non-hazardous materials is included within this scope. If the soils are found to be contaminated, a separate addendum to the contract will be negotiated with the City of Vernon Public Works Department for proper disposal.
- Our exploration will not include sampling, testing, or assessment of toxic or hazardous substances, or evaluation of other environmental issues. If during the performance of the subsurface exploration, foreign or odorous materials are encountered, drilling will be terminated at that location and the client will be notified of the condition.
- Tetra Tech will not be responsible for utilities encountered during drilling that have not been marked out by USA, or physically indicated in the field by the Client or GPR technology.
- Any required permit not specifically included in this proposal will be issued at no cost to Tetra Tech.
- This scope only includes costs associated with the preparation of the geotechnical design report. No allowance for draft report, time for meetings, design support, review and stamping of plans, response to review comments or for construction oversight is included.
- Cost assumptions will be valid for six months from the date of this proposal.

Mr. Andrew Eguia
City of Vernon Public Works Department
August 9, 2021

10
4528 and 4530 Bandini Boulevard
Vernon, California 90058

Tetra Tech, Inc.
Phase I ESA and Geotechnical
Feasibility Investigation Proposal
Proposal No. PPPG2021052

7.0 PROJECT AUTHORIZATION

CLIENT: City of Vernon Public Works Department
4305 Santa Fe Avenue
Vernon, California 90058

ATTENTION: Mr. Andrew Eguia
PHONE: (323) 583-8811 ext. 294

EMAIL: aeguia@ci.vernon.ca.us

SERVICES AND FEE AUTHORIZED BY (AUTHORIZED SIGNER):

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

PAYMENT TERMS: As noted above under fixed fee.

Terms and conditions that follow are included by reference. This document, including the terms and conditions, is a legal and binding contract between the Client and Tetra Tech. To provide written authorization, please sign and return by e-mail to:

Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500, Irvine, CA 92614
Attention: Steven Grod: Steven.Grod@tetratech.com
Phone: 949.809.5076

Thank you for this opportunity to be of service. Please do not hesitate to call with any questions or comments you may have.

Sincerely,

TETRA TECH, INC.



Steven Grod
Senior Project Manager

Tetra Tech, Inc.

ENVIRONMENTAL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are in addition to the General Terms and Conditions and any other Terms and Conditions included with this contract.

1.0 EXISTING SITE INFORMATION:

Client shall furnish or cause to be furnished to Tetra Tech all information in the possession of Client that relates in any manner to subsurface hazards, or man-made obstructions, or hazardous conditions or materials on which site Tetra Tech will be performing its services, including but not limited to, hazardous wastes, hazardous substances, underground storage tanks, ACM, pipelines and utility lines. Tetra Tech shall be entitled to rely upon the information provided by Client. Failure to notify Tetra Tech shall result in Client assuming full liability for any and all costs, expenses and damages incurred by Tetra Tech as a result of such failure. Tetra Tech shall not be responsible for damage to subterranean structures which are not called to Tetra Tech's attention or correctly shown on the documents furnished to Tetra Tech, or which Tetra Tech would have or should have identified through reasonable inquiries generally undertaken by similar professionals undertaking similar work. Client shall indemnify, defend and hold harmless Tetra Tech from and against all claims, losses or damages incurred or asserted against Client's failure to mark, protect, or advise Tetra Tech of underground structures or utilities.

2.0 LIMITATION ON SCOPE OF SERVICES:

Tetra Tech has had no role in generating, treating, storing, or disposing of any hazardous materials, which may be present at the project site, and no time shall such hazardous materials become the property of Tetra Tech. Client shall evaluate and select the proper disposal site for treatment or disposal of its hazardous materials shall select the method of its hazardous materials transportation and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction of Client and to be conducted or completed by Tetra Tech shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless Tetra Tech from and against any and all claims, damages, losses, liability, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, disposal or arrangement for transportation or disposal of hazardous materials, unless caused by the negligence or willful acts of Tetra Tech.

3.0 DISPOSAL OF CONTAMINATED SAMPLES:

Tetra Tech shall retain samples of soil, rock, waste or other materials contaminated by hazardous substances, including ACM, obtained from the project site for not longer than thirty (30) calendar days after issuing written test results, unless otherwise mutually agreed upon in writing, but such samples shall at all times remain the exclusive property of Client. Unless indicated otherwise, Tetra Tech solely as Client's agent may make arrangements for proper transportation and disposal of the samples with appropriate licensed parties or may return the sample to Client. Client agrees to waive any claim against Tetra Tech and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from Tetra Tech's service as Client's agent in arranging for proper transportation and disposal of contaminated samples. In the event Tetra Tech determines that a large quantity of the samples is contaminated with toxic and/or hazardous substances (i.e. PCB's, Dioxins, Cyanide, Pesticides, etc.), CLIENT agrees to pay all transportation and disposal costs and provide a manifest signed by Client as generator for transportation to a site selected by Client, or Tetra Tech will return the samples to the project site.

4.0 AQUIFER CONTAMINATION:

Client waives any claim against Tetra Tech, and agrees to defend, indemnify and save Tetra Tech harmless from any claim or liability for injury or loss incurred as a result of cross-contamination caused by drilling and sampling, unless caused by negligence or willful acts of Tetra Tech.

5.0 EXTENSION OF INDEMNIFICATIONS:

Client agrees to hold harmless, indemnify and defend Consultant, and its affiliates and subcontractors, and each of their employees, officers, directors and agents, against all claims, suits, fines and penalties, including attorneys fees and other costs of settlement and defense, which such liabilities arise out of or are related to this Agreement or the Services, except to the extent that they are caused by Consultant's negligent or willful misconduct

6.0 FAILURE TO DETECT HAZARDOUS MATERIAL:

Client waives any claim against Tetra Tech, and agrees to defend, indemnify and save Tetra Tech harmless from any claims or liability for injury or loss arising from Tetra Tech's failure to detect the presence of hazardous materials, including ACM, through techniques agreed upon in the scope of work, unless the failure to detect hazardous materials was due to Tetra Tech's negligence, misconduct or failure to properly execute the scope of work set forth in this contract.

7.0 FIELD MONITORING AND TESTING:

If Tetra Tech's services include monitoring of work performed by other contractors, other than Tetra Tech's subcontractors, under no circumstances shall Tetra Tech have the right or obligation to stop or direct the contractor's work. Tetra Tech will only provide data and recommendations. Tetra Tech shall not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures and Tetra Tech's services shall not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications and applicable laws and regulations. Continuous monitoring by Tetra Tech's employees does not mean that Tetra Tech is observing all activities of contractor or any other activities on-site. If Tetra Tech is not retained to monitor remedial construction or ACM abatement recommended by Tetra Tech, Client waives any claim against Tetra Tech, and agrees to indemnify, defend and save Tetra Tech harmless from any claim, liability for injury, or loss arising from problems during remedial construction or ACM abatement.

8.0 PUBLIC RESPONSIBILITY:

Client shall be responsible for all required reporting to governmental agencies with respect to any hazardous substances detected on site. If Client disregards to Tetra Tech's recommendations pertaining to reporting or public health and safety, client waives any claim against Tetra Tech.

9.0 SITE WORK:

Tetra Tech will take reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. However, unavoidable damage caused in the execution of the work such as tire rutting, cutting and splicing of fences, removal of ACM core samples in insulation, pipe wrap, drilling through pavements, etc., will not be restored unless otherwise stated in the contract.

10.0 ENVIRONMENTAL INDEMNITY:

Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Tetra Tech from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents associated with the contracted work, unless caused by Tetra Tech's negligence or willful acts, or violation of any federal, state, or local statute, regulation or ordinance. If a third party brings suit or claim for damages against Tetra Tech alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during, or after the services of the Agreement, Client agrees to the maximum extent permitted by law to defend Tetra Tech and pay on Tetra Tech's behalf any judgment resulting against Tetra Tech, including interest thereon, unless such damages are caused by Tetra Tech's negligence, misconduct or violation of law.

11.0 ANALYTICAL TESTING:

Tetra Tech will perform analytical tests in accordance with current standard characterization techniques (e.g. standard methods, ACM, EPA methods).

12.0 DISCLOSURE:

Tetra Tech will maintain all information concerning the identity of samples, the analyses requested, and the results of such analyses, for a period of one (1) year from receipt of samples unless otherwise directed by court order or other legal process. Client shall be solely responsible for complying with all governmental requirements.

13.0 RISK

The presence of hazardous materials, including asbestos containing materials (ACM), on or beneath the surface of a site creates extraordinary risks which should be fairly and equitably allocated in proportion to the benefit between the Client and Tetra Tech, Inc. (Tetra Tech). (Tetra Tech's benefit is relatively small as it consists only of the profit from its fee.) Also, such work involves unavoidable non-transferable and often uninsurable risks for Tetra Tech created by the nature of the hazardous materials and the tentativeness of present technology.

14.0 SAMPLING OR TEST LOCATION:

Mr. Andrew Eguia
City of Vernon Public Works Department
August 9, 2021

13
4528 and 4530 Bandini Boulevard
Vernon, California 90058

Tetra Tech, Inc.
Phase I ESA and Geotechnical
Feasibility Investigation Proposal
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Unless otherwise stated, the fees in this proposal do not include costs associated with surveying the site for accurate horizontal and vertical locations of tests or samples which, when referenced in Tetra Tech's report, are based on information furnished by others and/or estimates made by Tetra Tech's personnel and are only considered approximations unless otherwise stated. Tetra Tech may deviate a reasonable distance from any test or sampling location specified by Client. If, in order to complete a given boring to its designated depth, a re-drilling is necessitated by encountering impenetrable subsurface objects, all associated costs, including the original boring and all re-drilling, will be charged at the appropriate rates as specified in the fee schedule.

Tetra Tech, Inc.

GENERAL TERMS AND CONDITIONS

1.0 SCOPE OF WORK:

Tetra Tech, Inc. (Tetra Tech) shall only be required to perform the services specified in this contract and Client shall compensate Tetra Tech at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). Tetra Tech will provide additional services at the listed standard rates, unless otherwise stated in the proposal. Tetra Tech must receive acceptance of the proposal within ninety (90) days, or the proposal will no longer be valid unless otherwise agreed to by Tetra Tech.

2.0 RIGHT OF ENTRY AND REPRESENTATION OF PERMITTING:

Client grants to Tetra Tech the right of entry to the project site by its employees, agents and subcontractors, to perform the service. If Client does not own the site, Client warrants and represents to Tetra Tech that it has the authority and permission of the owner and occupant of the site to grant right of entry to Tetra Tech.

3.0 PAYMENT TERMS:

Tetra Tech will submit invoices to Client monthly and a final bill upon completion of the services. There shall be no retainage, unless otherwise agreed upon in the contract. Payment is due within thirty (30) days from the date Client receives the invoice, regardless of whether Client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1-1/2%) per month, or the maximum allowed by law should 1 ½% per month exceed the maximum allowed by law, on past due accounts. Any reasonable attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4.0 OWNERSHIP OF DOCUMENTS:

All materials and documents produced, created or obtained by Tetra Tech under this contract are instruments of Tetra Tech's service, but shall be property of Client. Tetra Tech shall have the right to retain copies of all such materials. Unless otherwise specified, Tetra Tech shall have no obligation to retain any documents for more than one (1) year or as required by applicable law, whichever is longer.

5.0 STANDARD OF CARE:

The services shall be performed in compliance with applicable laws and accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. EXCEPT AS SET FORTH HEREIN, Tetra Tech MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES, WHICH MAY BE FURNISHED BY Tetra Tech TO CLIENT. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION OF THE SERVICES TO BE PERFORMED. To the extent a cure is feasible and eliminates the damages, Client agrees to give Tetra Tech written notice of any breach or default under this section and to give Tetra Tech a reasonable opportunity to cure such breach or default, without the payment of additional fees to Tetra Tech, as a condition precedent to any claim for damages.

6.0 RISK ALLOCATION AND LIMITATION OF LIABILITY:

The parties acknowledge that a variety of risks potentially affect consultant by virtue of entering into an agreement to perform the services. In order for Client to obtain the benefit of a fee which includes a lesser allowance for dealing with consultant's risks, Client agrees to limit Tetra Tech's liability to Client, and to all other parties, for claims arising out of Tetra Tech's performance of the services. The total aggregate liability of Tetra Tech shall not exceed \$50,000, or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions, and Client agrees to indemnify Tetra Tech for all liabilities in excess of the monetary limits established above. Client agrees that in no instance shall Tetra Tech be responsible in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other party. Client also agrees that Tetra Tech shall not be responsible for the means, methods, procedures performance or safety of the construction contractors or subcontractors, or for their errors or omissions.

7.0 INSURANCE GENERAL LIABILITY:

Tetra Tech maintains Workers Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. Tetra Tech maintains Professional Errors and Omissions

Insurance, which Tetra Tech deems to be adequate. Tetra Tech maintains insurance coverage for public liability and property damage, which Tetra Tech deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.

8.0 TERMINATION:

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event Tetra Tech determines there may be a real and significant risk that Tetra Tech's invoices may not be paid on a timely basis, Tetra Tech may suspend performance and/or retain any reports or other information until Client provides Tetra Tech with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar acts of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame, or the party seeking termination revokes its notice. Client may, without cause, terminate this contract upon providing ten (10) days written notice. Tetra Tech may terminate this contract upon providing thirty (30) days written notice to Client, provided client will not suffer significant injury.

9.0 ASSIGNS AND ADMENDMENTS:

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of Tetra Tech, which shall not be unreasonably withheld.

10.0 CONFLICTS:

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, the proposal/contract shall govern. Any element of this agreement held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract, whether for breach of contract, tort or otherwise.

11.0 SAFETY:

Tetra Tech's responsibility for the safety of persons on site shall be limited to its own personnel and its subcontractor and any other persons whom Tetra Tech has control on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Tetra Tech, nor the presence of Tetra Tech's employees and its subcontractors shall be construed to imply that Tetra Tech has any responsibility for any activities on site performed by personnel other than Tetra Tech's employees or subcontractors. Tetra Tech shall, if so requested, comply with the reasonable requirements of any applicable health and safety plan provided to it by Client.

12.0 ARBITRATION:

If a claim is made against Tetra Tech for inadequate, negligent or improper performance of services by Tetra Tech pursuant to this contract, any party to this contract may demand that any such disputes be resolved by arbitration. In the event of such a claim, the party alleging such deficient performance will select an arbitrator and Tetra Tech will select an arbitrator. The two arbitrators will then select a third arbitrator. If the arbitrators chosen by the parties cannot agree on a third arbitrator within thirty (30) days, the judge of a court having jurisdiction over the parties will appoint the third arbitrator. Each party will pay the arbitrator selected by that party. The expense of the third arbitrator and all other expenses of arbitration will be shared equally by the parties. Arbitration will take place in the County of Orange, California. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subject to the terms of this contract.

13.0 CONSEQUENTIAL DAMAGES:

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act unless such damages are covered by available insurance.

14.0 DELAYS IN WORK:

Tetra Tech will charge Client at standard rates for stand-by or non-productive time or for delays in Tetra Tech's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

15.0 FAILURE TO FOLLOW RECOMMENDATIONS:

Client will not hold Tetra Tech liable for problems that may occur if Tetra Tech's recommendations are not followed.

16.0 FORCE MAJEURE:

All work shall be completed expeditiously, excepting, however, any delays caused by Acts of God, regulatory agencies, changes requested by Client, labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the Contractor and without its fault or negligence. Should such cause for delay occur, the time for the performance or completion of said work shall be extended for a reasonable period.