



CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260
Phone (310) 973-3200 – www.lawndalecity.org

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, March 6, 2023 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up. You are still eligible to submit comment via the [Temporary eComment Policy for Public Meetings](#), the comments will be read verbatim into the record.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person, with limited capacity, while strictly adhering to the [City Facilities Entry Protocols](#). Members of the public are still be able to view the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

Copies of this Agenda packet may be obtained prior to the meeting outside of the Lawndale City Hall foyer or on the [City Website](#). Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

This Agenda is subject to revision up to 72 hours before the meeting.

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute and Inspiration)
- C. **PRESENTATION**
 - 1. **West Basin Municipal Water District**
Presentation on the Drought.
- D. **PUBLIC SAFETY REPORT**
 - a. Los Angeles County Sheriff's Department Update
 - b. Los Angeles County Fire Department Update
- E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- F. **COMMENTS FROM COUNCIL**
- G. **CONSENT CALENDAR**

Items 2 through 8 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

2. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
3. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2303-009 authorizing the payment of certain claims and demands in the amount of \$205,159.00
4. **Minutes of the Lawndale City Council Regular Meeting – February 21, 2023**
Recommendation: that the City Council approve.
5. **Second Reading and Adoption of Ordinance No. 1197-23 to amend certain sections in Chapter 12.08 of Title 12 of the Lawndale Municipal Code establishing Encroachment Permits for Major Improvement Projects**
Recommendation: that the City Council approve the second reading and adopt Ordinance No. 1197-23, Ordinance amending Chapter 12.08 of Title 12 the Lawndale Municipal Code establishing Encroachment Permits for Major Improvement Projects to reflect recent changes in rules, regulations, and fees.
6. **Second Reading Ordinance No. 1196-23 to amend the Hawthorne Boulevard Specific Plan (HBSP) to prohibit car wash facilities within the HBSP and an exemption from CEQA guidelines**
Recommendation: that the City Council read by title only, and adopt Ordinance No. 1196-23 amending the Hawthorne Boulevard Specific Plan to prohibit car wash uses.
7. **Consideration of Claims for Damage against the City**
Recommendation: that the City Council reject the claim filed by Cassandra Whitmore and Peter Sargent and instruct staff to process the appropriate correspondence to the claimant.
8. **Beautification Committee Appointments 2023-2025**
Recommendation: that the City Council (a) approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2303-011; (b) the City Council adopt the resolution as amended; and (c) find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3).

H. PUBLIC HEARING

9. **Appeal of Notice of Abatement for Property Located 4702 W. 165th St.**
Recommendation: that the City Council uphold the violations against the property owners at 4702 W. 165th St.

I. ADMINISTRATION

10. **Alondra Park Multi-Benefit Stormwater Capture Project Partnership Agreement**
Recommendation: that the City Council authorize the City Manager to execute this partnership agreement between the County of Los Angeles, City of El Segundo, City of Hawthorne, City of Lawndale, City of Manhattan Beach, and City of Redondo Beach for the Alondra Park Multi-Benefit Stormwater Capture Project.
11. **Award of the Harold E. Hofmann Community Center HVAC Assessment Professional Services Agreement to IMEG Corp.**
Recommendation: that the City Council 1.) Approve a professional services agreement with IMEG Corp. in the amount not to exceed \$53,000.00 for assessment of the Harold E. Hofmann Lawndale Community Center HVAC System; and 2.) Approve appropriation of \$53,000.00 from ARPA funds for this project.
12. **Credit Card Policy – Resolution CC-2303-010**
Recommendation: that the City Council adopt Resolution CC-2303-010; and find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15060 (b)(3).

J. CITY MANAGER REPORT

K. ITEMS FROM CITY COUNCILMEMBERS

13. **Consideration of South Bay Cities Council of Governments Potential Membership Dues Increase for FY 2023-24**
Recommendation: that the City Council receive this report.
14. **Mayor/City Councilmembers Report of Attendance at Meetings and/or Events**

L. CLOSED SESSION

15. **Conference with Legal Counsel – Litigation**
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4): One (1) case.

M. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, March 20, 2023, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on March 6, 2023, was posted not less than 72 hours prior to the meeting.

Yvette Hall, Assistant City Clerk



[Back to Agenda](#)

CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk
SUBJECT: Presentation from the West Basin Municipal Water District

No supporting documentation was forwarded to the City Clerk Department for this item.



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

RESOLUTION NO. CC-2303-009

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$205,159.00**

THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

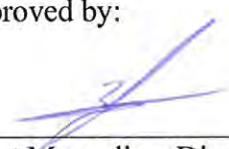
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law, and that appropriations for these claims and demands are included in the annual budget as approved by the City Council.

SECTION 3. That the claims and demands paid by check numbers 203947 through 204005 for the aggregate total of \$205,159.00 are hereby authorized.

Effective Date: March 6th, 2023

Approved by:



Hrant Manuelian, Director of Finance

PASSED, APPROVED AND ADOPTED this 6th day of March 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2303-009 at a regular meeting of said Council held on the 6th day of March 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Rhonda H. Gorman					
Bernadette Suarez					

Erica Harbison, City Clerk

Claims and Demands Paid By Check:

		Check Number		
Check Date	Beginning		Ending	Aggregate Total
2/16/2023	203947		203982	128,366.76
2/23/2023	203983		204005	76,792.24
Total Checks				205,159.00

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
	Total ACH Payments		0.00
	Total Audited Claims and Demands Paid		205,159.00

Check Register Report

Date: 02/16/2023
Time: 9:05 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A.

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A. Checks							
203947	02/16/2023	Printed		6389	AM-TEC TOTAL SECURITY INC.	ALARM SERVICES Q1 2023	925.52
203948	02/16/2023	Printed		8082	GRECIA ANDRADE	PLANNING DEPOSIT REFUND	1,556.40
203949	02/16/2023	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	COFFEE/TEA FOR PWD	51.58
203950	02/16/2023	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	793.78
203951	02/16/2023	Printed		7194	BAVCO BACKFLOW & APPARATUS	BACKFLOW INSPECTION	545.00
203952	02/16/2023	Printed		0142	BOULEVARD FLORIST	VETERANS DAY WREATH FOR	185.49
203953	02/16/2023	Printed		8080	VILMA BRAN	CONS & DEMO DEPOSIT REFUND	2,770.50
203954	02/16/2023	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	2,200.00
203955	02/16/2023	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	42,856.95
203956	02/16/2023	Printed		0236	EMPLOYMENT DEVELOPMENT DEPT	SUI REIMB PE 12/31/2022	4,046.00
203957	02/16/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	487.06
203958	02/16/2023	Printed		7486	HAWTHORNE ELECTRIC SUPPLY	LIGHT TIMER & BREAKER FOR JANE	433.66
203959	02/16/2023	Printed		8081	TRAE JENNETTE	CONS & DEMO DEPOSIT REFUND	1,200.00
203960	02/16/2023	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASICS	970.88
203961	02/16/2023	Printed		7362	LA UNIFORM & TAILORING INC	UNIFORMS FOR MSD	611.87
203962	02/16/2023	Printed		8078	HRANT MANUELIAN	TRAVEL REIMB. FOR CSMFO	568.80
203963	02/16/2023	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	33,582.00
203964	02/16/2023	Printed		4566	MYERS & SONS HI WAY SAFETY INC	STREET CONES	1,925.92
203965	02/16/2023	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#503	20.00
203966	02/16/2023	Printed		8083	MARIBEL PALMER	TRAVEL REIMB. FOR CSMFO	45.10
203967	02/16/2023	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	249.72
203968	02/16/2023	Printed		6499	RJS CONSTRUCTION SUPPLIES	BROOMS & SHOVELS	124.62
203969	02/16/2023	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	16,772.02
203970	02/16/2023	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	3,457.81
203971	02/16/2023	Printed		6349	STEAMX, LLC	PRESSURE WASHER REPAIR PARTS	117.99
203972	02/16/2023	Printed		8079	THE LATHAM CORPORATION	CONS & DEMO DEPOSIT REFUND	270.00
203973	02/16/2023	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	1,228.64
203974	02/16/2023	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	313.43
203975	02/16/2023	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	29.22
203976	02/16/2023	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	2,303.89
203977	02/16/2023	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,425.53
203978	02/16/2023	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,960.75
203979	02/16/2023	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	80.00
203980	02/16/2023	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
203981	02/16/2023	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONES SERVICE	3,544.07
203982	02/16/2023	Printed		0480	VISTA PAINT	GRAFFITI PAINT SUPPLIES	609.28

Total Checks: 36 Checks Total (excluding void checks): 128,366.76

Total Payments: 36 Bank Total (excluding void checks): 128,366.76

Total Payments: 36 Grand Total (excluding void checks): 128,366.76

Check Register Report

Date: 02/22/2023
Time: 4:36 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203983	02/23/2023	Printed		8086	PETRONA ARISTONDO	INSPECTION FEE REFUND	236.00
203984	02/23/2023	Printed		2207	ASAP SIGN & BANNER, LLC	SIGN FOR W. GREEN PARK	16.54
203985	02/23/2023	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	1,286.06
203986	02/23/2023	Printed		1105	CDW GOVERNMENT, INC.	5 MONITORS FOR PWD & CSD	1,670.68
203987	02/23/2023	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	FEB. 2023-INS PRE-TAX/POST TAX	2,241.87
203988	02/23/2023	Printed		8087	CRITICAL INNOVATIONS LLC	PLANNING DEPOSIT REFUND	781.63
203989	02/23/2023	Printed		0216	DELTA DENTAL	FEB. 2023 DENTAL PREMIUM	1,692.44
203990	02/23/2023	Printed		0389	DELTA DENTAL INS	FEB. 2023 DENTAL PREMIUM	235.02
203991	02/23/2023	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	7,569.88
203992	02/23/2023	Printed		8088	ALBERTO GUERRA	PLANNING DEPOSIT REFUND	1,634.75
203993	02/23/2023	Printed		3377	HF & H CONSULTANTS, LLC	SOLID WASTE CONSULTING SERVICE	4,263.00
203994	02/23/2023	Printed		0321	LEAGUE OF CALIFORNIA CITIES	2023 MEMBERSHIP DUES	13,949.00
203995	02/23/2023	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM	91.96
203996	02/23/2023	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#499	20.00
203997	02/23/2023	Printed		8085	HUNG NHAT PHAN	PLAN CHECK FEE REFUND	5,420.04
203998	02/23/2023	Printed		5088A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - JAN. 2023	2,526.69
203999	02/23/2023	Printed		7827	SA ASSOCIATES	CONSTRUCTION MGMT & INSPECTION	27,719.70
204000	02/23/2023	Printed		6812	SOUTH L.A. STATION FUND	BAKER TO VEGAS RUN	250.00
204001	02/23/2023	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,602.98
204002	02/23/2023	Printed		8084	US HOME DEVELOPERS INC.	PLANNING DEPOSIT REFUND	1,136.19
204003	02/23/2023	Printed		6536	UTILITY CRANE & EQUIPMENT, INC	LIFT TRUCK - ANNUAL SVCS	1,485.69
204004	02/23/2023	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
204005	02/23/2023	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM FEB. 2023	937.10

Total Checks: 23 **Checks Total (excluding void checks): 76,792.24**

Total Payments: 23 **Bank Total (excluding void checks): 76,792.24**

Total Payments: 23 **Grand Total (excluding void checks): 76,792.24**

**MINUTES OF THE
LAWNDAL CITY COUNCIL REGULAR MEETING
February 21, 2023**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:34 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Sirley Cuevas, Councilmember Rhonda Hofmann Gorman, Councilmember Bernadette Suarez, Councilmember Pat Kearney.

Other Participants: City Clerk Erica Harbison, City Manager Sean M. Moore, Assistant City Attorney Stephanie Gutierrez, Assistant City Clerk Yvette Hall, Los Angeles County Sheriff's Department Sergeant Justin Smith, Community Services Director Mike Estes, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Interim Public Works Director Ahmad Ansari, Community Development Manager Jared Chavez

B. CEREMONIALS

Councilmember Hofmann Gorman led the flag salute and Pastor Matthew Harbison of Lawndale Wesleyan Church provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sherriff's Department Update

Sergeant Smith summarized the recent law enforcement activities.

Councilmembers asked Sergeant Smith follow-up questions about his report.

Mayor Pro Tem Cuevas requested that the Sheriff's Department and the City coordinate graffiti reporting and removal efforts.

Councilmember Hofmann Gorman requested that the Sheriff's Department provide a report on the number of citations written for loud mufflers on Hawthorne Boulevard.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

Michelle Pino, Library Manager gave a report on the activities of the library.

A Public comment was received via email from Randall Abram opposing the statue proposed at Leuzinger High School.

E. COMMENTS FROM COUNCIL

Councilmember Hofmann Gorman thanked Ms. Pino for presenting the library information and providing services to the community.

The City Council concurred with Councilmember Hoffman Gorman's acknowledgement of the library services.

F. CONSENT CALENDAR

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2302-004 authorizing the payment of certain claims and demands in the amount of \$767,081.55.
3. **Minutes of the Lawndale City Council Regular Meeting – February 6, 2023**
Recommendation: that the City Council approve.
4. **Planning Commission Appointments 2023 - 2025**
Recommendation: that the City Council (a) approve the Mayor's appointments by directing staff to insert the appointees' names in Section I and 2 of Resolution No. CC-2302-006; and (b) adopt the resolution as amended.
5. **Parks, Recreation and Social Services Commission Appointments 2023 - 2025**
Recommendation: that the City Council (a) approve the Mayor's appointments by directing staff to insert the appointees' names in Section I and 2 of Resolution No. CC-2302-007; and (b) adopt the resolution as amended.
6. **Personnel Board Appointments 2023 – 2025**
Recommendation: that the City Council (a) approve the Mayor's appointments by directing staff to insert the appointees' names in Section I and 2 of Resolution No. CC-2302-008; and (b) adopt the resolution as amended.

A motion was made by Councilmember Kearney to approve the Consent Calendar, seconded by Councilmember Suarez, and carried by a vote of 5-0.

Joanne Loeza and Ana Maria Grisales, Parks, Recreation and Social Services Commission (PRSSC) Candidates, introduced themselves and thanked the City Council for their appointments to the PRSSC Commission.

John S. Clark, Personnel Board Candidate, thanked the City Council for his reappointment.

Mayor Pullen-Miles thanked Scott Smith, Vice-Chair, Planning Commission, for his continued service on the Planning Commission.

G. PUBLIC HEARINGS

7. Public Hearing - Consideration of Resolution No. CC-2302-005 Amending the Administrative Citation Fees and Ordinance No. 1198-23 Amending the Lawndale Municipal Code to Increase Administrative Citation Fees to Illegal Vendors Which Engage in the Unlicensed Sale of Food, Goods, and Services within the City of Lawndale

Recommendation: that the City Council continue this Public Hearing to the City Council meeting of March 20, 2023.

City Manager Moore indicated that staff is recommending that this public hearing be continued to the March 20, 2023, City Council meeting as additional time is needed to review this matter.

Mayor Pullen-Miles opened the public hearing at 6:48 p.m.

There were no public comments.

Mayor Pullen-Miles closed the public hearing at 6:48 p.m.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to continue the public hearing to the City Council meeting of March 20, 2023. The motion passed unanimously, 5-0.

8. Consideration of Ordinance No. 1197-23 to amend certain sections in Chapter 12.08 of Title 12 of the Lawndale Municipal Code establishing Encroachment Permits for Major Improvement Projects

Recommendation: that the City Council A.) Conduct a public hearing; and B.) Introduce for first reading by title only Ordinance No. 1197-23, an Ordinance amending Chapter 12.08 of Title 12 the Lawndale Municipal Code establishing Encroachment Permits for Major Improvement Projects to reflect recent changes in rules, regulations, and fees.

Interim Public Works Director Ansari presented the staff report.

City Manager Moore explained that this ordinance is for major public improvement projects, with no impact to residential or small projects.

Mayor Pullen-Miles opened the public hearing at 6:55 p.m.

There were no public comments.

Mayor Pullen-Miles closed the public hearing at 6:55 p.m.

Mayor Pro Tem Cuevas asked if the City Council would be able to provide input on the design of a project.

City Manager Moore replied that this would be subject to the requirements of the ordinance and the City Council's policies.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to Introduce for first reading by title only Ordinance No. 1197-23, an Ordinance amending Chapter 12.08 of Title 12 the Lawndale Municipal Code establishing Encroachment Permits for Major Improvement Projects to reflect recent changes in rules, regulations, and fees. The motion carried by a vote of 5-0.

Assistant City Attorney Gutierrez read the ordinance by title only.

The motion passed unanimously.

9. Consideration of Ordinance No. 1196-23 to amend the Hawthorne Boulevard Specific Plan (HBSP) to prohibit car wash facilities within the HBSP and an exemption from CEQA

Recommendation: that the City Council A.) Conduct a public hearing; B.) Determine that Ordinance No. 1196-23 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378 and 15061(b)(3) of the CEQA Guidelines; and C.) Introduce for first reading by title only Ordinance No. 1196-23, an Ordinance amending the Hawthorne Boulevard Specific Plan to prohibit car wash uses.

Community Development Manager Chavez presented the staff report.

Councilmember Suarez inquired if a zone change could be made in the future to allow a certain number of car washes.

Community Development Manager Chavez responded that this action could be done in the future.

Mayor Pullen-Miles opened the public hearing at 7:00 pm.

There were no public comments.

Mayor Pullen-Miles closed the public hearing at 7:00 pm.

Mayor Pro Tem Cuevas asked if an owner would be allowed to retain the car wash use if they purchased it.

Community Development Manager Chavez responded that the new owner would have six months to obtain a business license.

A motion was made by Councilmember Kearney and seconded by Councilmember Suarez to Determine that Ordinance No. 1196-23 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378 and 15061(b)(3) of the CEQA Guidelines; and Introduce for first reading by title only Ordinance No. 1196-23, an Ordinance amending the Hawthorne Boulevard Specific Plan to prohibit car wash uses. The motion carried by a vote of 5-0.

Assistant City Attorney Gutierrez read the ordinance by title only.

The motion passed unanimously.

H. ADMINISTRATION

10. Mid-Year Budget Update for Fiscal Year 2022-2023

Recommendation: that the City Council approve all recommended budget amendments noted in the Mid-Year Update for FY 2022-2023; and find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(B)(3).

Finance Director Manuelian presented the staff report.

Mayor Pullen-Miles inquired about a staff member position for homeless outreach services.

City Manager Moore responded that he recommends a position for homeless outreach services based on the City's need. He further stated that funding needs to be identified.

Mayor Pullen-Miles indicated that he is in favor of a homeless outreach position focusing only on homeless outreach needs.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Kearney to approve all recommended budget amendments noted in the Mid-Year Update for FY 2022-2023; and find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(B)(3). The motion carried by a vote of 5-0.

11. Street Sweeping Services – Contract Extension

Recommendation: that the City Council approve the month-month contract extension with Clean Street for citywide street sweeping services at the current rate until the next appropriate step is taken.

Mayor Pullen-Miles recused himself from this matter due to a conflict of interest he has with the company.

Interim Public Works Director Ansari presented the staff report.

City Manager Moore stated that a Request for Proposal (RFP) process will be the next step to continue the street sweeping services.

Mayor Pro Tem Cuevas asked when the RFP will be issued.

Interim Public Works Director Ansari replied that the RFP will be issued as soon as possible before the end of the fiscal year.

A motion was made by Councilmember Suarez and seconded by Councilmember Kearney to approve the month-month contract extension with Clean Street for citywide street sweeping services at the current rate until the next appropriate step is taken. The motion passed 4-0, with one (1) abstention by Mayor Pullen-Miles.

I. CITY MANAGER REPORT

City Manager Moore announced that the Lawndale Little League received assistance with the installation of their lights. He reported that he and staff assisted an individual who needed homeless services and thanked Gardena Memorial Hospital for their assistance. City Manager Moore also announced that Clean-Up week is March 11-19, 2023, and reminded the public that the Metro public hearing will be held on February 25, 2023, at Lawndale High School.

Councilmember Suarez announced that a bulky item pick-up service will be offered during clean-up week.

Mayor Pullen-Miles requested that City Manager Moore receive recognition for his efforts on assisting the individual who needed services.

J. ITEMS FROM CITY COUNCILMEMBERS

12. Russell Westbrook Statue

Recommendation: that the City Council review the project, and if approved; 1.) Award a contract in the amount of Not-To Exceed (NTE) \$10,000 to Rotblatt Amrany for the design phase of the Russell Westbrook Statue; 2.) Direct staff to bring back the conceptual design to the City Council for review and approval, and to decide on whether a 6-foot, 7-foot or 8-foot-tall statue would be desired; 3.) Authorize the City Manager to enter into an agreement with Rotblatt Amrany for the next phases of the project, specifically fabrication and site work phases for a turnkey delivery of the project; and 4.) Authorize the City Manager to identify funding at the various phases of the project, specifically NTE \$10,000 for design, up to \$157,000 for fabrication, and up to \$33,000 for site work.

Mayor Pullen-Miles asked that this item be retracted from the agenda.

By consensus, the City Council did not consider this item.

13. Chickens in Residential Areas History Report

Recommendation: that the City Council receive and file the report.

Community Development Manager, Chavez, presented the staff report.

Councilmember Suarez indicated that she requested this report and asked the City Council if they were interested in receiving information on the requirements to allow hens in the city.

Mayor Pro Tem Cuevas indicated that she would like additional information, including the fees.

Councilmember Kearney stated that he does not support chickens in residential areas.

City Manager Moore stated that staff will research the requirements and bring back a report.

14. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

Councilmember Hofmann Gorman reported that she attended the Metro Meeting at Lawndale High School and the Metro zoom call meeting. She shared that she and Councilmember Kearney

attended the California Contract Cities Association Meeting where they honored the hero of the Monterey Park shooting incident.

Councilmember Kearney reported that he attended the California Contract Cities Association Meeting.

Councilmember Suarez attended the South Bay Cities Council of Governments (SBCCOG) Steering Committee Meeting. She indicated that the Committee will be discussing the Metro C Line (Green) Project at their next Traffic Meeting. She also attended the online Metro Meeting last week, as well as the SBCCOG's Department of Mental Health Meeting on homeless services.

Mayor Pro Tem Cuevas attended the Metro C Line (Green) Project Meeting and thanked all the residents that attended. She encouraged residents to attend the next meeting on February 25, 2023. She requested that the sidewalks of closed businesses on Hawthorne Boulevard from 147th Street to Rosecrans Boulevard be cleaned.

City Manager Moore replied that the Public Works Department will clean up the area on Hawthorne Boulevard.

Mayor Pullen-Miles attended the Metro C Line (Green) Project public hearing meeting at Lawndale High School and thanked the residents for attending the meeting. He shared his disapproval of the Metro C Line (Green) Project because it will not bring economic development opportunities to the City and due to the environmental impacts it will have on the community. He also attended the Metro zoom meeting and met with a small group of residents about their concerns with Metro's alternative route on Condon Avenue. He encouraged residents to attend the Metro public hearing meeting on February 25, 2023. Mayor Pullen-Miles noted that Metro's February 15, 2023, public hearing was cut short due to an incident and asked the City Manager if he could contact Metro.

City Manager Moore stated that he would contact Metro to inquire if another public hearing could be scheduled.

K. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 7:54 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 3/06/2023

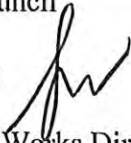


CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

REVIEWED BY: Ahmad Ansari, Interim Public Works Director/City Engineer 

SUBJECT: **Second Reading and Adoption of Ordinance No. 1197-23 to amend certain sections in Chapter 12.08 of Title 12 of the Lawndale Municipal Code establishing Encroachment Permits for Major Improvement Projects**

BACKGROUND

Since 2020, there has been considerable discussion to introduce, update, and enact the Encroachment Permit requirements for Major Improvement Projects (MIP). The updates include adjustment of fees, impacted public and purveyed infrastructure, and maintenance of such infrastructure.

STAFF REVIEW

Staff developed Ordinance No. 1197-23 which establishes rules, regulations, and fees for the purpose of issuing Encroachment Permits for MIP within the City of Lawndale. While these MIP encroachment permits would not be fully discretionary – that is, they must be issued to a project that has received associated land use or building approvals – they do provide a chance for public notice of the project, public input into the conditions of the MIP encroachment permit, and City Council oversight of the permitting process.

A MIP encroachment permit deposit in the amount of \$10,000 is proposed with the understanding that depending on the potential impact and complexity of the proposed MIP and level of city staff time required to review and analyze, the fee may be adjusted to a higher amount. Additionally, the fee will be considered a “time and materials” fee subject to reimbursement if less than the full amount is utilized by City staff and City Engineer in overseeing and enforcing the permit.

The applicant in charge of the MIP shall repair, upgrade, replace and/or newly construct the City’s public infrastructure including but not limited to bridges, roadway/right-of-way, pavement (asphalt, concrete, curbs, sidewalk, driveways, etc.), traffic systems, beautification components, (hardscape, landscape, street furniture, etc.), adjacent to, or as determined to be impacted by the MIP to the satisfaction of the City Engineer. This condition is not unlike the similar requirement placed on smaller and less-intrusive projects but it lays out clearly the greater scope of the requirements on MIP projects in the context of their greater impact on the public and greater intrusion into the public right of way.

The applicant in charge of the MIP shall repair, upgrade, replace and/or newly construct utility systems and infrastructure including but not limited to water, sanitary sewer, recycled water, electricity, gas, information technology/fiber optics, etc. adjacent to, or as determined to be impacted by the MIP to the

City Council Meeting – March 6, 2023
Encroachment Permit for Major Project

satisfaction of the City Engineer. Again, this is not unlike similar utility and infrastructure requirements for smaller projects but the scope of the work will reflect the scope of the MIP and the scope of the intrusion into the public right of way.

The applicant in charge of the MIP shall enter into a maintenance agreement with the City as determined for short-term or long-term care and upkeep of the repaired, upgraded, replaced, or newly constructed public infrastructure and/or utility system as previously described above, at no cost to the City and to the satisfaction of the City Engineer.

Again, the MIP encroachment permits will not be discretionary in that they are required to be issued. But the City Council will have the ability to take into account the professional expertise of City staff and the City Engineer, as well as public testimony about impacts on the MIP neighborhood, in drafting conditions that must be satisfied for the MIP encroachment permit to issue. Adoption of the proposed Ordinance No. 1197-23 will establish rules, regulations, and fees for the purpose of issuing Encroachment Permits for MIP within the City of Lawndale.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1197-23 and has approved it as to form.

PUBLIC REVIEW

The Notice of public hearing was posted on the City's notice board located outside City Hall and published in the Daily Breeze on February 9, 2023.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council do the following;

- A. Approve the second reading and adopt Ordinance No. 1197-23, an Ordinance amending Chapter 12.08 of Title 12 the Lawndale Municipal Code establishing Encroachment Permits for Major Improvement Projects to reflect recent changes in rules, regulations, and fees.

Attachments: Ordinance No. 1197-23

ATTACHMENT

ORDINANCE NO. 1197-23

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAWNDALE, CALIFORNIA AMENDING CHAPTER 12.08 OF TITLE 12
OF THE LAWNDALE MUNICIPAL CODE ESTABLISHING
ENCROACHMENT PERMITS FOR MAJOR IMPROVEMENT
PROJECTS**

WHEREAS, the City Council of the City of Lawndale, pursuant to police powers delegated to it by the California Constitution, has the authority to enact legislation that promotes the public health, safety, and general welfare of its residents; and

WHEREAS, an encroachment permit is required prior to commencement of any construction or non-construction related work within public rights-of-way; and

WHEREAS, construction plans are currently submitted for review and approval by staff prior to issuance of an encroachment permit for work within public rights-of-way, including major improvement plans such as street improvements, storm drain improvements and sewer and/or water improvements; and

WHEREAS, major construction-related improvement projects impact existing infrastructure within the City of Lawndale ("City") and impact vehicular and pedestrian traffic, parking, and the general quality of life for City residents and businesses for an extended period of time; and

WHEREAS, the City Council desires to provide for the orderly time, manner and location of use of the public rights-of-way in the City, in particular by major construction improvement projects; and

WHEREAS, the City Council further desires to minimize impacts to public safety and City resources and reduce impacts to City residents by requiring notice, a public hearing and City Council approval of encroachment permits associated with major construction related improvement plans and projects.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Lawndale hereby makes the following findings:

A. The above recitals are true and correct and incorporated fully herein.

B. The existing provisions of the Lawndale Municipal Code for regulating major construction related encroachments and excavations into the City's public right-of-way are insufficient to address the needs created by, the protections required for, and the types of such

encroachments currently being requested, and that those provisions should therefore be updated to make them more effective.

SECTION 2. Section 12.08.010 of Chapter 12.08 of the Lawndale Municipal Code is amended to read, in its entirety, as shown in Exhibit A.

SECTION 3. Section 12.08.110 of Chapter 12.08 of the Lawndale Municipal Code is added to read, in its entirety, as shown in Exhibit A.

SECTION 4. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty there is no possibility that adoption of a major construction improvement project encroachment permit program may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 6th day of March 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California	)	
County of Los Angeles	)	SS
City of Lawndale	)	

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No. 1197-23 at its regular meeting held on the 6th day of March 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Rhonda Hofmann Gorman					
Bernadette Suarez					

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory Murphy, City Attorney

EXHIBIT A

Chapter 12.08 EXCAVATIONS AND ENCROACHMENTS

- 12.08.010 Permit required—Application contents.

....

- 12.08.110 Major Improvement Project – Permit Issuance.

12.08.010 Permit required—Application contents.

A. It is unlawful for any person, firm or corporation, either as principal, agent or employee, to make or cause to be made any excavations in, upon or under the surface of any public highway in the city, or to dig in, plow up, tear up, fill, cover, disturb or change any portion of the same, or, in conjunction with such excavation, to construct or permit to be constructed, put upon, maintained or left thereon any obstruction or impediment to travel, or pile or place any materials thereon, or in any other manner encroach into the public highway without first obtaining a written permit from the city public works department. For purposes of this chapter, a public highway shall be any public street, public right-of-way or public place for the purpose of travel.

B. Applications for such permits shall be filed with the city public works department on forms provided by that department and shall be completed to include the following:

1. The name, address and principal place of business of the person, firm or corporation making the application;
2. The location, purpose, nature and exact dimensions of the proposed excavations or obstructions;
3. A plat, in duplicate, designating the location of the highway and excavations thereon, the dimensions thereof and any other information which may be requested by the city, provided, however, that the filing of a plat shall not be required when excavations are made for service connections or for the location of trouble in conduits or pipes or making repairs thereto;
4. The time during which it is estimated that the excavations, obstructions or encroachments will exist;
5. A signed statement evidencing that the applicant agrees to indemnify, defend and hold the city, its authorized agents, officers, representatives and employees harmless in accordance with the provisions of Section 2.64.040 of this code;
6. Evidence that the applicant possesses personal injury and property damage insurance with a minimum personal injury liability limit of five hundred thousand dollars per person and one million dollars per occurrence, and property damage limits of two hundred fifty thousand dollars per occurrence as specified in Section 2.64.020 of this code.

C. An application for a Major Improvement Project permit shall in addition include those items identified in Section 12.08.110 and shall be process and approved according to that section. A Major Improvement Project is defined as any project, public or private, that has total construction-related costs of \$10,000,000.00 or more and that will require an encroachment permit for the purpose of entering and/or disturbing the public right of way in order to construct either public or private improvements associated with the underlying project.

12.08.110 Major Improvement Project – Permit Issuance.

A. An encroachment permit for a Major Improvement Project shall be submitted for review and issuance by the City Council. City Council approval shall include such conditions as will mitigate the impacts of the encroachment into the public right of way and the disturbance of vehicular and pedestrian traffic, parking, and the general quality of life for City residents and businesses during and after the completion of the work associated with the permit.

B. At minimum, the applicant for a Major Improvement Project encroachment permit shall repair, upgrade, replace or construct City's public infrastructure adjacent to or as determined to be impacted by the major improvement project to the satisfaction of the City Engineer. The foregoing shall include but not be limited to roadway/right-of-way, pavement (asphalt, concrete, curbs, sidewalk, driveways, etc.), bridges, traffic systems, beautification components, (hardscape, landscape, street furniture, etc.). Where appropriate and consistent with the purpose of this section, the applicant also may be required to repair, upgrade, replace or construct public infrastructure owned or maintained by the California Department of Transportation or other governmental entities.

C. The applicant for the Major Improvement Project shall repair, upgrade, replace or construct such utility systems and infrastructure as are adjacent to, or as are determined to have been impacted by the Major Improvement Project. The foregoing shall include but not be limited to water, sanitary sewer, recycled water, electricity, gas, and information technology/fiber optics.

D. The applicant for the Major Improvement Project shall enter into a maintenance agreement with the City for care and upkeep of the repaired, upgraded, replaced, or newly constructed public infrastructure and/or utility systems described above, at no cost to the City. The term of such maintenance agreement shall be dependent on the scope of the public infrastructure and/or utility systems included in the Major Improvement Project.

E. The foregoing requirements, and such other conditions of approval as will mitigate the impacts of the work associated with the permit, shall be included in or attached to the City Council's approval and shall be subject to enforcement by the City Engineer. Completion of work pursuant to subsections B and C of this section is to be to the City Engineer's satisfaction.

F. Due to the substantial staff time required to oversee the work subject to a Major Improvement Project encroachment permit, a fee of \$10,000 shall be deposited with the City upon approval of the permit. That fee will be considered a "time and materials" fee subject to reimbursement if less than the full amount is utilized by City staff and the City Engineer in

overseeing and enforcing the permit. The fee may be increased by additional deposits as necessary to reflect actual costs.

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CITY OF LAWDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

REVIEWED BY: Jared Chavez, Community Development Manager

SUBJECT: **Second reading Ordinance No. No. 1196-23 to amend the Hawthorne Boulevard Specific Plan (HBSP) to prohibit car wash facilities within the HBSP and an exemption from CEQA guidelines**

Guidelines

BACKGROUND

On February 21, 2023 the City Council introduced and approved the first reading of Ordinance No. 1196-23 to amend the Hawthorne Boulevard Specific Plan (HBSP) prohibiting car wash facilities within the specific plan area.

ANALYSIS

The City Council introduced and approved the first reading of Ordinance No. 1196-23, amending the HBSP prohibiting car wash facilities within the specific plan area. In addition, any existing car wash business would be categorized as a legal nonconforming business and not allowed to expand or substantially alter their site. It is recommended that the City Council adopt the Ordinance 1196-23.

LEGAL REVIEW

The City Attorney's office has reviewed and approved Ordinance No. 1196-23 as to form.

ENVIRONMENTAL ASSESSMENT

The proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 15061(b) (3) of the CEQA Guidelines.

FUNDING

Not applicable

RECOMMENDATION

It is recommended that the City Council read by title only, and adopt Ordinance No. 1196-23 amending the Hawthorne Boulevard Specific Plan to prohibit car wash uses.

ATTACHMENT:

- A. Ordinance No. 1196-23

ATTACHMENT A

ORDINANCE NO. 1196-23

ORDINANCE NO. 1196-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AMENDING THE HAWTHORNE BOULEVARD SPECIFIC PLAN TO REMOVE CAR WASH USES WITHIN THE HAWTHORNE BOULEVARD SPECIFIC PLAN AND A FINDING OF CATEGORICAL EXEMPTION FROM CEQA

SUMMARY: This ordinance removes car wash uses within the Hawthorne Boulevard Specific Plan (HBSP).

WHEREAS, the Hawthorne Boulevard Specific Plan (“HBSP”), which was originally adopted in 1999, may be amended from time to time; and

WHEREAS, the General Commercial (GC) zoning district within the HBSP is “intended to provide a broad range of commercial activity including general retail, restaurants, service commercial (including vehicle service), personal service, lodging, and office uses[;]”and

WHEREAS, the proposed Hawthorne Boulevard Specific Plan was duly noticed and agendized for discussion and public hearing before the Planning Commission on January 25, 2023; and

WHEREAS, at the meeting of the Planning Commission on January 25, 2023, the Planning Commission recommended that the City Council approve the amendments to the Hawthorne Boulevard Specific Plan set forth below; and

WHEREAS, the proposed Hawthorne Boulevard Specific Plan was duly noticed and agendized for discussion and public hearing before the City Council on February 21, 2023; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on February 21, 2023 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider this matter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Lawndale hereby makes the following findings:

- A. The above recitals are true and correct and incorporated fully herein.
- B. The changes to the Zoning Code of the Hawthorne Boulevard Specific Plan made by this Ordinance are consistent with the General Plan of the City of Lawndale.

SECTION 2. The proposed amendment to the Hawthorne Boulevard Specific Plan, as described below, are consistent with the goals and objectives of the adopted General Plan.

SECTION 3. Table 2-1 of the Hawthorne Boulevard Specific Plan, found in Chapter 2, Section D, is amended to remove car was uses and read as follows (additions are indicated in **bold**):

**"TABLE 2-1
LAND USE MATRIX**

LAND USE ACTIVITY	GC	OC	NC	RC	Development Standards
2. Automotive Related Uses					
a) Auto Parts Sales - No Installations	Y	N	N	N	
b) Auto Parts Sales - With Repair	N			N	SEC. F.2
c) Auto and Light Truck Repair (i.e., engine and drive train, miscellaneous work, excluding heavy truck repair)	N	N	N	N	SEC. F.2
d) Auto and Light Truck Bodywork and Painting	N	N	N	N	SEC. F.2
e) Auto Detailing	N	N	N	N	SEC. F.2
f) Car Washes	N	N	N	N	SEC. F.2
g) Fuel/Service Stations	N	N	N	N	SEC. F.2
h) Auto Impounding	N	N	N	N	SEC. F.2
i) Vehicle Leasing/Rental	SUP	N	N	N	
j) Vehicle Sales New (car, RV, truck and boat with accessory indoor repair)	SUP	Y	N	N	SEC. F
k) Vehicle Sales Used (car, RV, truck and boat with accessory indoor repair)	SUP	Y	N	N	

SECTION 4. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of electric vehicle charging stations consistent with and as required by state law. Additionally, this ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City

Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 6th day of March, 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No. 1196-23 at its regular meeting held on the 6th day of March, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Bernadette Suarez					
Rhonda Hofmann Gorman					

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory Murphy, City Attorney



CITY OF LAWNDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWNDAL, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director 

SUBJECT: **Consideration of Claims for Damage against the City**

BACKGROUND

The City of Lawndale received a claim for property damage filed by Cassandra Whitmore (Claimant) on or about January 31, 2023. The claim filed alleged that their personal vehicle was damaged by a pothole on Redondo Beach Boulevard, between Yukon Avenue and Crenshaw Boulevard in Torrance, California.

On or about November 22, 2022, the City received a property damage claim filed by Peter Sargent (Claimant). The claim alleged that their personal vehicle was damaged by fallen tree branch while parked on Freeman Avenue, between 149th Street and Marine Avenue in Lawndale, CA.

STAFF REVIEW

All claims were referred to the City's third-party claims administrator, Carl Warren & Company, for review and investigation. Based on the investigations completed by Carl Warren, it was determined that liability for the claims could not be assigned to the City. As a result, Carl Warren recommends that the City reject the claims as filed.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends City Council reject the claim filed by Cassandra Whitmore and Peter Sargent and instruct staff to process the appropriate correspondence to the claimant.

- Attachments:
- 1) Claim for Damages to Person or Property and Rejection Notice – Cassandra Whitmore (3043205)
 - 2) Claim for Damages to Person or Property and Rejection Notice – Peter Sargent (3040675)

ATTACHMENT 1



CITY OF LAWNDAL
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

File with the City Clerk
14717 Burin Ave., Lawndale, CA 90260
(310) 973-3200, Fax: (310) 644-4556

Reserve for Filing Stamp

23 JAN 31 9:20AM

Claim No.: _____

Instructions:

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

CITY OF LAWNDAL			
Claimant's Name	Cassandra Whitmore	Claimant's Occupation	Human Resources
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address		Claimant's Business Phone #	

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

When did DAMAGE or INJURY occur? Date: 1/24/2023 Time: 11:23 AM
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE
N/A

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

East bound far RIGHT Lane of Redondo Beach Blvd. between Yukon and Crenshaw Blvd.

Describe in detail how the DAMAGE or INJURY occurred.

Hit deep pothole in vehicle

Why do you claim the city is responsible?

Happened on city street.

Describe in detail each INJURY or DAMAGE

Front passenger tire destroyed

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):	\$ 1076.07	Estimated prospective damages as far as known:	\$ —
Damage to property	\$ 1076.07	Future expenses for medical and hospital care	\$ —
Expenses for medical and hospital care	\$ —	Future loss of earnings	\$ —
Loss of Earnings	\$ —	Other prospective special damages	\$ —
Special Damages for	\$ —	Prospective general damages	\$ —
		Total estimate prospective damages	\$ —
General Damages	\$ —		
Total Damages incurred to date	\$ —		
Total amount claimed as of date of presentation of this claim			\$ 1076.07

Was damage and/or injury investigated by police? NO If so, what city? _____ File #: _____

Were paramedics or ambulance called? NO If so, name city or ambulance _____

If injured, state date, time, _____
name and address of doctor of your first visit _____

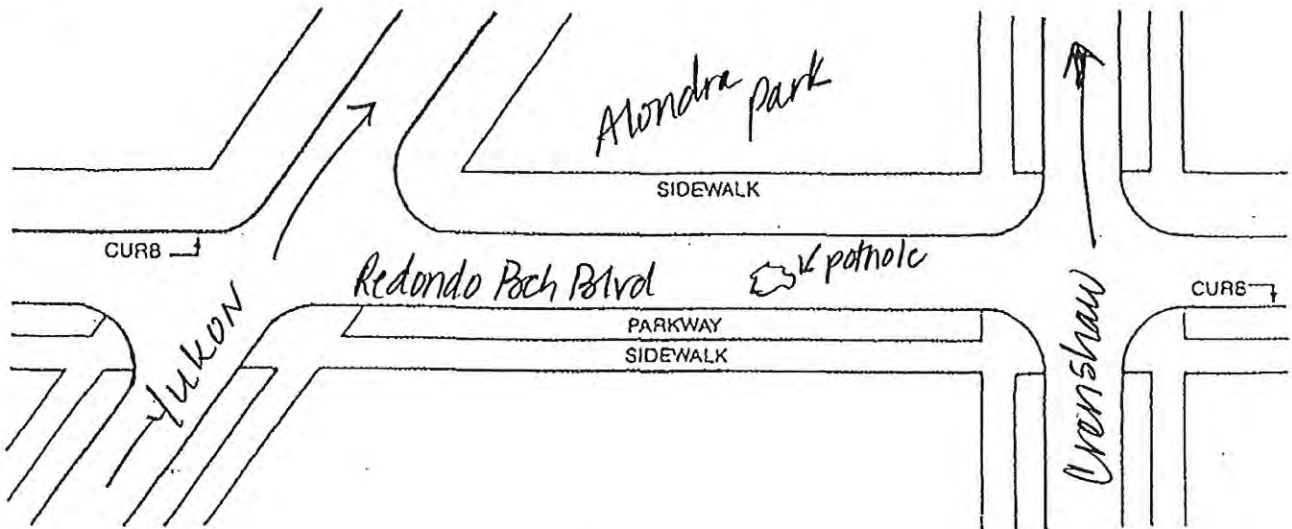
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

Hospital _____	Address _____	Date of Hospitalization _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant: _____

Typed/Printed Name

Date

Cassandra Whitmore

1/30/2023



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

February 16, 2023

TO: City of Lawndale

ATTENTION: Shaundra Burnam

RE: Claim	:	Whitmore v. City of Lawndale
Claimant	:	Cassandra Whitmore
Member	:	City of Lawndale
Date Rec'd by Mbr	:	1/31/2023
Date of Event	:	01/24/2023
CW File Number	:	3043205

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Claudia Bray

Claudia Bray
Sr. Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company

ATTACHMENT 2



CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

File with the City Clerk
14717 Burin Ave., Lawndale, CA 90260
(310) 973-3200, Fax: (310) 644-4556

Reserve for Filing Stamp

Claim No. _____

Instructions:

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

CITY OF LAWNDALE			
Claimant's Name	<i>Peter Sargent</i>	Claimant's Occupation	<i>retired</i>
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address	<i>n/a</i>	Claimant's Business Phone #	

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

When did DAMAGE or INJURY occur? Date: 9/8/22 Time: 10:00 pm
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

Street in front of 14921-23 FREEMAN AVENUE, LAWNDALE, CA 90260

Describe in detail how the DAMAGE or INJURY occurred.

City Tree branch fell on top of roof & sunroof of my parked vehicle 2022 Honda Civic 4 door coupe License 8ZVC300

Why do you claim the city is responsible?

Lawndale city tree should have been properly trimmed to reduce weight of branches.

Describe in detail each INJURY or DAMAGE

*Fallen branch damaged sunroof and dented rooftop preventing sunroof from functioning.
So Cal Auto Club covered \$3,841. in repairs to the vehicle except for DEDUCTIBLE of \$250. (claim # 015413486)
Photos were taken on date of damage and will be submitted with damage claim. (3 photos)*

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):	\$4,091	Estimated prospective damages as far as known:	\$4,091
Damage to property	\$4,091	Future expenses for medical and hospital care	\$0
Expenses for medical and hospital care	\$0	Future loss of earnings	\$0
Loss of Earnings	\$0	Other prospective special damages	\$0
Special Damages for	\$0	Prospective general damages	\$0
		Total estimate prospective damages	\$4,091
General Damages	\$4,091		
Total Damages incurred to date	\$4,091		
Total amount claimed as of date of presentation of this claim			\$250

Was damage and/or injury investigated by police? no If so, what city? _____ File #: _____

Were paramedics or ambulance called? no If so, name city or ambulance _____

If injured, state date, time, n/a

name and address of doctor of your first visit n/a

WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name MYA GOMEZ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

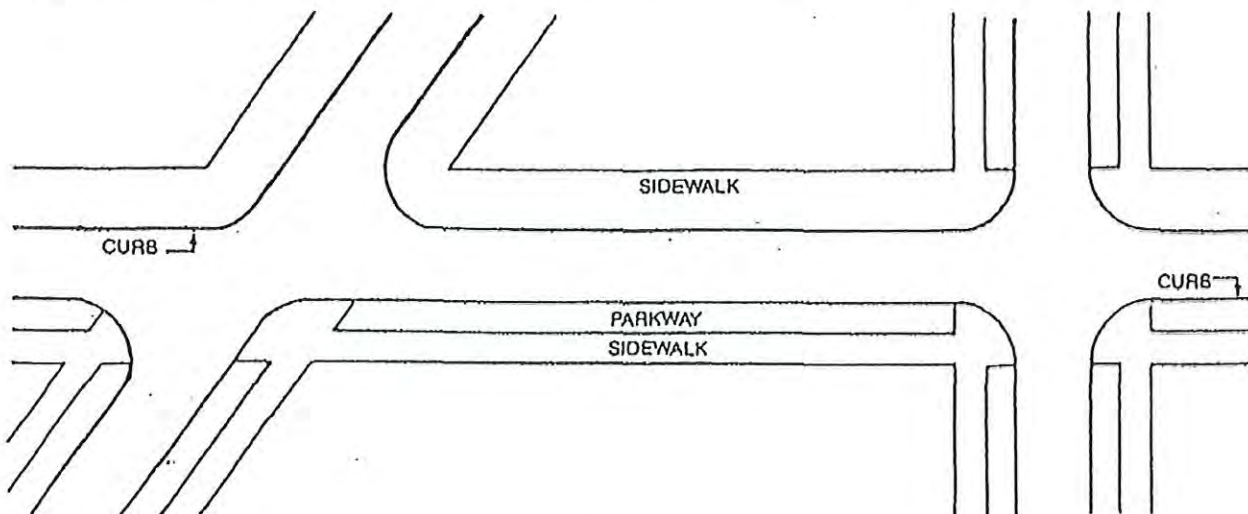
DOCTORS and HOSPITALS:

Hospital _____ Address _____ Date of Hospitalization _____

Doctor _____ Address _____ Date of Treatment _____

Doctor _____ Address _____ Date of Treatment _____

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

Peter Sargent 11/23/22

THIS CLAIM MUST BE SIGNED ON PAGE 2



CARL WARREN & COMPANY
Claims Management and Solutions

A **VENBROOK** Company

2/22/2023

TO: City of Lawndale

ATTENTION: Shaundra Burnam, Raylette Felton

RE:	Claim	: Peter Sargent V. City of Lawndale
	Claimant	: Peter Sargent
	Member	: City of Lawndale
	Date Rec'd by Mbr	: 11-23-2022
	Date of Event	: 09-08-2022
	CW File Number	: 3040675

Please allow this correspondence to acknowledge receipt of the captioned claim.
Please take the following action:

- **CLAIM REJECTION:** *Send a standard rejection letter to the claimant*

Please include a proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | A Venbrook Company

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

[Back to Agenda](#)

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Mayor Robert Pullen-Miles
Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Beautification Committee Appointments 2023-2025**

BACKGROUND

On March 18, 2019, the City Council adopted Resolution No. CC-1903-014 appointing five (5) members to serve on the Beautification Committee for a term beginning March 1, 2019 and ending February 28, 2021.

On November 18, 2019, the City Council adopted Resolution No. CC-1911-056 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2021.

On January 6, 2020, the City Council adopted Resolution No. CC-2001-005 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2021.

On March 1, 2021, the City Council adopted Resolution No. CC-2103-010 appointing four (4) members to serve on the Beautification Committee for a term beginning March 1, 2021 and ending February 28, 2023.

On June 21, 2021, the City Council adopted Resolution No. CC-2106-026 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023.

On September 20, 2021, the City Council adopted Resolution No. CC-2109-039 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023.

STAFF REVIEW

To be appointed to the Beautification Committee, a person must submit a written application, must be at least 18 years of age, and must reside in the City for at least 30 consecutive days before submitting the application. Pursuant to Lawndale Municipal Code Section 2.40.030, the Mayor appoints new members with the approval of the City Council.

The City received five (5) applications for appointment to the Committee.

City Council Meeting – March 6, 2023
Beautification Committee Appointments 2023-2025

The following applicants have been reviewed by Mayor Pullen-Miles and have been selected for appointment:

Blanca Cueva*	Karen Escamilla*	Edna McQuirter
Olga Sierra Gonzalez*	Judy Oldziewski*	

A Reappointment is indicated by an asterisk (*).

In anticipation that the Mayor would make the appointments and that the City Council would approve the appointments, we have prepared Resolution No. CC-2303-011 for your consideration.

The term for these appointments would start on March 6, 2023 and end February 28, 2025.

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the Beautification Committee Appointments is not subject to CEQA review because it can be seen with certainty that there is no possibility that the Beautification Committee Appointments 2023-2025 may have a significant effect on the environment as this matter is an administrative action.

LEGAL REVIEW

The City Attorney's office has reviewed Resolution No. CC-2303-011 and has approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that: (a) the City Council approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2303-011; (b) the City Council adopt the resolution as amended; and (c) find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3).

Attachments: A. Resolution No. CC-2303-01 I
B. Applications for Appointment to the Beautification Committee

ATTACHMENT A

RESOLUTION NO. CC-2303-011

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA,
CONFIRMING APPOINTMENTS TO
THE BEAUTIFICATION COMMITTEE**

WHEREAS, the City Council established, by Resolution No. CC-0103-26, the seven (7) member Beautification Committee ("Committee") of the City of Lawnsdale; and

WHEREAS, with the adoption of Resolution No. CC-1903-014 appointing five (5) members, Resolution No. CC-1911- 056 appointing one (1) member, and Resolution No. CC-2001-005 appointing one (1) member, the City Council appointed Committee members respectively to a term that ended on February 28, 2021; and

WHEREAS, on March 1, 2021, the City Council adopted Resolution No. CC-2103-010 appointing four (4) members to serve on the Beautification Committee for a term beginning March 1, 2021 and ending February 28, 2023; and

WHEREAS, on June 21, 2021, the City Council adopted Resolution No. CC-2106-026 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023; and

WHEREAS, on September 20, 2021, the City Council adopted Resolution No. CC-2109-039 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023; and

WHEREAS, all committee members are appointed by the Mayor, with the approval of the City Council, for a term commencing on March 1 of each odd numbered year and terminating on February 28 of the succeeding odd numbered year; and

WHEREAS, eligible residents have submitted applications for appointment and reappointment to the Committee; and

WHEREAS, the Mayor and City Council have reviewed the applications; and

WHEREAS, the Mayor has appointed five (5) of the applicants on the Committee and the City Council wishes to ratify the appointments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the Mayor's reappointment of _____, to the Beautification Committee.

SECTION 2. The City Council approves the Mayor's appointment of _____ to the Beautification Committee.

SECTION 3. All members of the Committee shall serve a term of office to commence on March 6, 2023 and expire on February 28, 2025, unless earlier removed.

SECTION 4. Pursuant to Council Policy No. 93-09, a newly appointed committee member must submit to a background check upon appointment.

SECTION 5. Members of the Beautification Committee shall serve without compensation, unless the City Council, by resolution or otherwise, provides, but may receive reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2303- 011 at a regular meeting of said Council held on the 6th day of March, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Bernadette Suarez					
Rhonda Hofmann Gorman					
Pat Kearney					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT B



View results

Respondent

25 Anonymous

06:36

Time to complete

1. Applying for Appointment to (check all boxes that apply, you can select more than one): *

- ☐ Planning Commission
- ☐ Parks, Recreation & Social Services Commission
- ☒ Beautification Committee
- ☐ Senior Citizen Advisory Committee
- ☐ Media and Technology Advisory Committee
- ☐ Personnel Board

2. Full name *

Blanca Estela Cueva

3. Phone number *



4. Email address *



5. Home Address, City & Zip Code *

 Lawndale CA 90260

6. Years Lived in Lawndale *

24

7. Employer Information (Employer Name, Address and Phone number)

Inglewood Park Cemetery



8. Educational Background/Degrees, Licenses or Special Certificates Held *

DCA Cemetery Licence

9. List any other committees/commissions or organizations (professional, technical, community, services) on which you have served/belonged, and the year(s) of service:

One-For-All Non-profit Organization
2015-2022

10. State why you wish to serve and why you believe you are qualified for the position (attach optional additional documents such as a resume or bio).

11. Optional additional information (biography, resume, experience, etc.)

12. References (include name and phone number)

13. I understand, acknowledge, and agree that my digital submission of this application serves to certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that I have not served as a Councilmember in less than a year (Planning and Parks only); c) that any or all information on this form may be verified; d) that this document is a public record subject to disclosure under the Public Records Act; and e) that, if I am appointed, I will be required to submit to a background check by the City. The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.
- By signing below you affirm the statement above.

Full Name (Signature) *

A black rectangular box redacting the signature.

23 JAN 19 5:19 PM

View results

Respondent

15 Anonymous

08:19

Time to complete

1. Applying for Appointment to (check all boxes that apply, you can select more than one): *

- Planning Commission
- Parks, Recreation & Social Services Commission
- Beautification Committee
- Senior Citizen Advisory Committee
- Media and Technology Advisory Committee
- Personnel Board

2. Full name *

Karen Escamilla

3. Phone number *

[REDACTED]

4. Email address *

[REDACTED]

5. Home Address, City & Zip Code *

[REDACTED] Lawndale CA 90260

6. Years Lived in Lawndale *

36 years

7. Employer Information (Employer Name, Address and Phone number)

Retired

8. Educational Background/Degrees, Licenses or Special Certificates Held *

High School and some college

9. List any other committees/commissions or organizations (professional, technical, community, services) on which you have served/belonged, and the year(s) of service:

Girl Scouts Leader 19 years
Lawndale friends of the library 8 years
Women's club 4 years in Torrance

10. State why you wish to serve and why you believe you are qualified for the position (attach optional additional documents such as a resume or bio).

I like volunteering to help other people.
I like being part of a group that does good works.

11. Optional additional information (biography, resume, experience, etc.)

12. References (include name and phone number)

My references would be the Beautification group and the Friends of the Lawndale library group.

13. I understand, acknowledge, and agree that my digital submission of this application serves to certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that I have not served as a Councilmember in less than a year (Planning and Parks only); c) that any or all information on this form may be verified; d) that this document is a public record subject to disclosure under the Public Records Act; and e) that, if I am appointed, I will be required to submit to a background check by the City. The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.
- By signing below you affirm the statement above.

Full Name (Signature) *

[REDACTED]

06:14
1/19/2023
7:42 AM

View results

Respondent

12 Anonymous

06:14
Time to complete

1. Applying for Appointment to (check all boxes that apply, you can select more than one): *

- Planning Commission
- Parks, Recreation & Social Services Commission
- Beautification Committee
- Senior Citizen Advisory Committee
- Media and Technology Advisory Committee
- Personnel Board

2. Full name *

Olga Sierra Gonzalez

3. Phone number *

[REDACTED]

4. Email address *

[REDACTED]

5. Home Address, City & Zip Code *

[REDACTED]

Lawndale 90260

6. Years Lived in Lawndale *

32

7. Employer Information (Employer Name, Address and Phone number)

[REDACTED]

8. Educational Background/Degrees, Licenses or Special Certificates Held *

Leuzinger High School, Cal State Dominguez Hills

9. List any other committees/commissions or organizations (professional, technical, community, services) on which you have served/belonged, and the year(s) of service:

Lawndale Beautification Committee

10. State why you wish to serve and why you believe you are qualified for the position (attach optional additional documents such as a resume or bio).

Reappointment

11. Optional additional information (biography, resume, experience, etc.)

12. References (include name and phone number)

13. I understand, acknowledge, and agree that my digital submission of this application serves to certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that I have not served as a Councilmember in less than a year (Planning and Parks only); c) that any or all information on this form may be verified; d) that this document is a public record subject to disclosure under the Public Records Act; and e) that, if I am appointed, I will be required to submit to a background check by the City. The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.
- By signing below you affirm the statement above.

Full Name (Signature) *

[REDACTED]

Microsoft Forms

View results

Respondent

24

Anonymous

02:02

Time to complete

1. Applying for Appointment to (check all boxes that apply, you can select more than one): *

Planning Commission

Parks, Recreation & Social Services Commission

Beautification Committee

Senior Citizen Advisory Committee

Media and Technology Advisory Committee

Personnel Board

2. Full name *

edna mcquinter

3. Phone number *

[REDACTED]

4. Email address *

[REDACTED]

5. Home Address, City & Zip Code *

90260

6. Years Lived in Lawndale *

15

7. Employer Information (Employer Name, Address and Phone number)

retired

8. Educational Background/Degrees, Licenses or Special Certificates Held *

3 years of college

9. List any other committees/commissions or organizations (professional, technical, community, services) on which you have served/belonged, and the year(s) of service:

10. State why you wish to serve and why you believe you are qualified for the position (attach optional additional documents such as a resume or bio).

11. Optional additional information (biography, resume, experience, etc.)

12. References (include name and phone number)

13. I understand, acknowledge, and agree that my digital submission of this application serves to certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that I have not served as a Councilmember in less than a year (Planning and Parks only); c) that any or all information on this form may be verified; d) that this document is a public record subject to disclosure under the Public Records Act; and e) that, if I am appointed, I will be required to submit to a background check by the City. The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.
- By signing below you affirm the statement above.

Full Name (Signature) *





CITY OF LAWNDALÉ
APPLICATION FOR APPOINTMENT TO
CITY COMMISSIONS, COMMITTEES AND BOARDS

14717 BURIN AVENUE
LAWNDALÉ, CA 90240
(310) 973-3213

I am applying for appointment to: (check all boxes that apply)

- | | |
|---|--|
| ☐ Planning Commission | ☒ Beautification Committee |
| ☐ Parks, Recreation & Social Services Commission | ☐ Senior Citizen Advisory Committee |
| ☐ Cable Commission | ☐ Personnel Board |

Name: Judy Oldziewski Daytime Phone: [REDACTED]

Home Address: [REDACTED] City: Lawndale Zip: 90240

E-mail Address: [REDACTED] yrs. Lived in Lawndale: 40

Occupation: retired

Duties: 2-4-23

Employer: retired Work Phone: () _____

Address: _____ City: _____ Zip: _____

Educational Background/Degrees: BS

Licenses or Special Certificates Held: _____

List any other committees/commissions on which you have served, and the year(s) of service: _____

Beautification

Organizations to which you belong (professional, technical, community, services): _____

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary). Beautification longtime member

References (include name and daytime phone number: (1) _____

(2) _____

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that any or all information on this form may be verified; b) that this document is a public record subject to disclosure under the Public Records Act c) that, if I am appointed, I will be required to submit to a background check by the City.

Signature: [REDACTED] Date: 2-5-23

The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWNDALÉ, 14717 BURIN AVENUE, LAWNDALÉ, CA. 90260
For information call (310) 973-3213



CITY OF LAWNDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWNDAL, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Michael Reyes, Municipal Services Director 

SUBJECT: **Appeal of Notice of Abatement for Property Located at 4702 W. 165th St.**

BACKGROUND

The City of Lawndale Municipal Services Department enforces violations of the City's Municipal code regarding issues involving health and safety, as well as violations concerning property maintenance. By directive from the City Council, Code Enforcement staff only initiates cases in which a clear and obvious health and safety concern is evident, or if a complaint is made by a Lawndale resident regarding a violation of the Municipal Code.

STAFF REVIEW

In September, 2021, a complaint was made by a Lawndale resident concerning the height of hedges, at a unit located at 4702 165th St. Code Enforcement Officer Greg Williams conducted an inspection of the property and determined that the foliage at this home did in fact exceed the allowable height permitted by the City Municipal Code. Officer Williams was familiar with this address and this property owner, as complaints about the heights of the hedges had been made before, and cases had to be opened at this location previously.

Per staff protocols, a new code enforcement case was initiated and a Notice of Violation was issued to the property owners, Oliver and Margaret Smith advising them of the violation, and requesting that the hedges be trimmed.

Over the next year and a half, two more Notices of Violation were sent to the property owners advising that the hedges were still in violation, as well as three Administrative Citations issued during the first quarter of 2022. Prior to the Administrative Citations being issued, Mrs. Smith sent an email to me stating why she felt the hedges should be considered exempt, as they are not hedges, but in fact "podocarpus trees". I replied to Mrs. Smith on December 8th, 2021 that according to the City of Lawndale Municipal Code **17.48.050 Fences, hedges, and walls**, that the code does not allow for any type of barrier to exceed six feet in height in any side or rear yard. The code further states that "the maximum height of a solid view obscuring fence, hedge or wall located in the required front yard setback is thirty inches. Other than described in the next sentence, a fence, hedge, or wall up to forty-eight inches in height is allowed within the front yard setback provided that portion over thirty inches is see-through.

Additionally, a definition of a hedge is included in the Municipal Code which states:

“Hedges” means two or more shrubs or trees planted or grown closely together for the purpose of, or with the result of, forming a boundary or barrier.

This definition negates her argument that trees are exempt, and I explained that to her in an email I sent to her in December, 2021.

In one of her subsequent emails to me, Mrs. Smith stated that the privacy hedges were part of the original design submitted by the builder, and “that a perimeter of tall trees would be allowed”. I responded to Mrs. Smith in a second email on January 26, 2022 that the City reviewed the original plans for this property and those plans do show trees along the perimeter of the property as she described.

However, in verifying with Community Development Manager Jared Chavez, records submitted to the Planning Department for any build are only valid in terms of the structural design being built, and do not include landscaping and are not justifications for allowing trees to remain. Any landscaping or aesthetic enhancements added by the architect are not part of the permitted design.

The homeowners also submitted photos of other properties within the City of Lawndale that also have overgrown hedges as evidence that they should be allowed to keep theirs. As a result of these submitted photos, code enforcement inspections were done at those properties reported to us by Mrs. Smith, and code cases were initiated at those properties where violations were discovered.

This code case has taken a considerable amount of time and effort by staff for what amounts to a fairly simple fix. The property owners are not required to submit any plans to City Hall to correct these issues, nor are they required to pay for any fees or permits to make these corrections. Their delays have resulted in substantial costs to the City, and Staff feels that the Municipal Code clearly shows these property owners are in violation of the allowable hedge height. Lastly, I would add that while I am not allowed to mention by name the informant in this case, I can attest that the informant is very concerned with these hedges and still contacts me regularly to find out the status of this code case.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approves it as to form.

FISCAL IMPACT

There has been significant fiscal impact to the City as a result of the delay by these homeowners to comply with the City Ordinances, and further costs are anticipated if this property fails to trim her hedges and this case must continue with the City Attorney’s office and in a courtroom.

RECOMMENDATION

Staff recommends that City Council uphold the violations against the property owners located at 4702 W. 165th St.

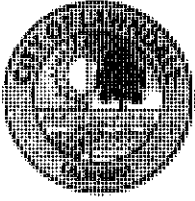
City Council Meeting March 6, 2023

Appeal of Notice of Abatement for Property Located at 4702 W. 165th St.

ATTACHMENTS

- A. Copy of First Notice of Violation issued
- B. Copy of Second Notice of Violation issued
- C. Copy of Final Notice of Violation issued
- D. Copy of First Administrative Citation (LD2797)
- E. Copy of Second Administrative Citation (LD2492)
- F. Copy of Third Administrative Citation (LD2642)
- G. Notice to Abate Posted 1/25/2023
- H. Public Hearing Proof of Publication 2/23/2023
- I. Copy of Lawndale Municipal Code section 17.48.050
- J. Summary of Case File Notes by Code Enforcement Officer Greg Williams

Attachment A



City of Lawndale

Municipal Services Department

14616 Grevillea Avenue, Lawndale, California (310) 973-3220 Fax (310) 970-2151

First Notice

September 16, 2021

SMITH, OLIVER AND MARGARET
4702 W 165TH ST
LAWNDALE CA, 90260

Subject: 4702 165

Dear SMITH, OLIVER AND MARGARET:

It is the goal of Code Enforcement to make Lawndale a safe and attractive place for those who live, visit, and work in the community. As part of the continuing program to preserve and improve our City, an inspection was made at 4702 165, on . As a result of the inspection, the City is requesting your assistance with compliance on the following outstanding issues that violate the City Municipal Code:

1. TRIM HEDGES TO 30 INCHES IN HEIGHT SOLID VIEW OBSTRUCTING, OR 48 INCHES IN HEIGHT SEE-THROUGH.

For your reference, the following Code sections support the required actions:

17.48.050A: A fence, hedge or wall shall not exceed six feet in height in any side or rear yard or forty-eight inches in height in the required front yard setback area in any residential zone. The maximum height of a solid view obscuring fence, hedge or wall located in the required front yard setback is thirty inches.

This is an official notice that will serve as your first notice to correct all violations. **A re-inspection will be made on or following 10/1/21, to assure all corrections/repairs have been completed.**

In closing, the City would like to work with you to resolve the outstanding violation(s). If you would like to discuss this notice, have questions, or knowledge of any person or persons who hold interest in the property, please contact me at 310-973-3224.

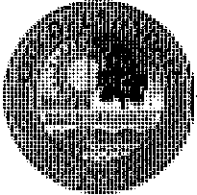
Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory Williams", written over a horizontal line.

Gregory Williams
Code Enforcement Officer I

Attachment B



City of Lawndale

Municipal Services Department

14616 Grevillea Avenue, Lawndale, California (310) 973-3220 Fax (310) 970-2151

Second Notice

October 20, 2021

SMITH, OLIVER AND MARGARET
4702 W 165TH ST
LAWNDALE CA, 90260

Subject: 4702 165

Dear SMITH, OLIVER AND MARGARET:

It is the goal of Code Enforcement to make Lawndale a safe and attractive place for those who live, visit, and work in the community. As part of the continuing program to preserve and improve our City, an inspection was made at 4702 165, on . As a result of the inspection, the City is requesting your assistance with compliance on the following outstanding issues that violate the City Municipal Code:

1. CUT BACK HEDGES TO 3 FOOT IN HEIGHT SOLID VIEW OBSTRUCTING, OR 4 FOOT IN HEIGHT SEE-THROUGH.

For your reference, the following Code sections support the required actions:

17.48.050A: A fence, hedge or wall shall not exceed six feet in height in any side or rear yard or forty-eight inches in height in the required front yard setback area in any residential zone. The maximum height of a solid view obscuring fence, hedge or wall located in the required front yard setback is thirty inches.

This is an official notice that will serve as your second notice to correct all violations. Failure to correct these outstanding violations by November 03, 2021 could result in legal action.

In closing, the City would like to work with you to resolve the outstanding violation(s). If you would like to discuss this notice, have questions, or knowledge of any person or persons who hold interest in the property, please contact me at 310-973-3224.

Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory Williams'.

Gregory Williams
Code Enforcement Officer I



City of Lawndale

Municipal Services Department

14616 Grevillea Avenue, Lawndale, California (310) 973-3220 Fax (310) 970-2151

Attachment C

Final Notice

November 03, 2021

SMITH, OLIVER AND MARGARET
4702 W 165TH ST
LAWNDALE CA, 90260

Subject: 4702 165

Dear SMITH, OLIVER AND MARGARET:

It is the goal of Code Enforcement to make Lawndale a safe and attractive place for those who live, visit, and work in the community. As part of the continuing program to preserve and improve our City, an inspection was made at 4702 165, on . As a result of the inspection, the City is requesting your assistance with compliance on the following outstanding issues that violate the City Municipal Code:

1. CUT BACK HEDGES TO 3 FOOT IN HEIGHT SOLID VIEW OBSTRUCTING, OR 4 FOOT IN HEIGHT SEE-THROUGH.

For your reference, the following Code sections support the required actions:

17.48.050A: A fence, hedge or wall shall not exceed six feet in height in any side or rear yard or forty-eight inches in height in the required front yard setback area in any residential zone. The maximum height of a solid view obscuring fence, hedge or wall located in the required front yard setback is thirty inches.

This is an official notice that will serve as your final notice to correct all violations. Failure to correct these outstanding violations by November 17, 2021 will result in referral of this matter for legal action under the provisions of the Lawndale Municipal Code. could result in legal action.

In closing, the City would like to work with you to resolve the outstanding violation(s). If you would like to discuss this notice, have questions, or knowledge of any person or persons who hold interest in the property, please contact me at 310-973-3224.

Thank you for your anticipated cooperation.

Sincerely,

Gregory Williams
Code Enforcement Officer I

DATE <u>11/18/21</u>	TIME <u>800</u>	☐ AM ☐ PM	CASE #
NAME <u>MARGARET AND OLIVER SMITH</u>			
LOCATION OF VIOLATION(S) <u>4702 W. 165TH ST</u>			
CITY <u>LAWDALE</u>	STATE <u>CA</u>	ZIP CODE <u>90200</u>	
☐ BUSINESS OWNER ☒ PROPERTY OWNER ☐ TENANT ☐ OTHER			
NAME: (First, Middle, Last) <u>SAME AS ABOVE</u>		DOB	AGE
RESIDENCE OR MAILING ADDRESS (if different than violation location) <u>SAME AS ABOVE</u>			
CITY	STATE	ZIP CODE	
DRIVER'S LICENSE	CLASS	STATE	PHONE

MUNICIPAL CODE VIOLATION		1 st OFFENSE	2 nd OFFENSE	3 rd OFFENSE
1 LMC 10.16.090	Inoperative Vehicles Left Over Five Days	\$100	\$250	\$500
2 LMC 8.24.040	Abandoned or Discarded Household Items/Equipment	\$100	\$250	\$500
3 LMC 12.08.010	Encroachment Permit Required	\$100	\$250	\$500
4 LMC 9.12.110	Illegal Dumping	\$100	\$250	\$500
5 LMC 5.50.020	Business License Required	\$100	\$250	\$500
6 LMC 15.04.030	Non-permitted Construction	\$100	\$250	\$500
7 LMC 8.24.040()	Overgrown Vegetation	\$100	\$250	\$500
8 LMC 17.48.050(D)	Fence Permit Required	\$100	\$250	\$500
9 LMC 17.48.040	Flatwork	\$100	\$250	\$500
10 LMC 6.12.010	Animals Running at Large	\$100	\$250	\$500
11 LMC 6.08.010(A)	Animal not Displaying Current License Tag	\$100	\$250	\$500
12 LMC 6.04.020(A)	Animal Defecation	\$100	\$250	\$500
13 <u>17.48.050 A X</u>				
14				
15				
Total Each Column		\$100	\$	\$
Grand Total (Total of All 3 Columns)		\$100		

COMMENTS:

* THE MAXIMUM HEIGHT OF A SOLID VIEW OBSTRUCTING HEDGE IN THE FRONT SETBACK IS 30 INCHES. REDUCE HEDGE TO 30 INCHES IN HEIGHT BY 12/9/21

C. WILLIAMS 1168 11/18/21
 Issuing Enforcement Officer ID # Issue Date
 Type of Service: ☐ Personal ☒ Mail ☐ Left on Vehicle ☐ Left at Residence

SEE REVERSE SIDE FOR PAYMENT AND OTHER INFORMATION

#LD2492

DATE	1/16/12	TIME	8:45	☐ AM ☐ PM	CASE #
NAME	MARGARET AND OLIVER SMITH				
LOCATION OF VIOLATION(S)	4702 W. 165 th ST.				
CITY	LAWDALE	STATE	CA	ZIP CODE	90260
☐ BUSINESS OWNER ☒ PROPERTY OWNER ☐ TENANT ☐ OTHER					
NAME: (First, Middle, Last)		DOB		AGE	
SAME AS ABOVE					
RESIDENCE OR MAILING ADDRESS (if different than violation location)					
SAME AS ABOVE					
CITY	STATE		ZIP CODE		
DRIVER'S LICENSE	CLASS	STATE	PHONE		

MUNICIPAL CODE VIOLATION		1 st OFFENCE	2 nd OFFENCE	3 rd OFFENCE
1	LMC 10.16.090 Inoperative Vehicles Left Over Five Days	\$100	\$250	\$500
2	LMC 8.24.040 Abandoned or Discarded Household Items/Equipment	\$100	\$250	\$500
3	LMC 12.08.010 Encroachment Permit Required	\$100	\$250	\$500
4	LMC 9.12.110 Illegal Dumping	\$100	\$250	\$500
5	LMC 5.50.020 Business License Required	\$100	\$250	\$500
6	LMC 15.04.030 Non-permitted Construction	\$100	\$250	\$500
7	LMC 8.24.040() Overgrown Vegetation	\$100	\$250	\$500
8	LMC 17.48.050(D) Fence Permit Required	\$100	\$250	\$500
9	LMC 17.48.040 Flatwork	\$100	\$250	\$500
10	LMC 6.12.010 Animals Running at Large	\$100	\$250	\$500
11	LMC 6.08.010(A) Animal not Displaying Current License Tag	\$100	\$250	\$500
12	LMC 6.04.020(A) Animal Defecation	\$100	\$250	\$500
13	17.48.050(A) *			
14				
15				
Total Each Column		\$	\$250	\$
Grand Total (Total of All 3 Columns)			\$	\$250

COMMENTS: * THE MAXIMUM HEIGHT OF SOLID VIEW OBSTRUCTING HEDGE IN FRONT SETBACK IS 30 INCHES IN HEIGHT
REDUCE HEDGES TO 30 INCHES IN HEIGHT BY 1/16/12

C. WILLIAMS 1108 1/16/12
 Issuing Enforcement Officer ID # Issue Date
 Type of Service: ☐ Personal ☒ Mail ☐ Left on Vehicle ☐ Left at Residence

SEE REVERSE SIDE FOR PAYMENT AND OTHER INFORMATION

Attachment F

CITY OF LAWDALE ADMINISTRATIVE CITATION

#LD 2642

DATE	2/23/22	TIME	900	☐ AM ☐ PM	CASE #
NAME	MARGARET AND OLIVER SMITH				
LOCATION OF VIOLATION(S)	4702 W. 116 TH ST.				
CITY	LAWDALE	STATE	IN	ZIP CODE	46010
☐ BUSINESS OWNER ☒ PROPERTY OWNER ☐ TENANT ☐ OTHER					
NAME: (First, Middle, Last)		DOB		AGE	
SAME AS ABOVE					
RESIDENCE OR MAILING ADDRESS (if different than violation location)					
SAME AS ABOVE.					
CITY	STATE		ZIP CODE		
DRIVER'S LICENSE	CLASS	STATE	PHONE		

MUNICIPAL CODE VIOLATION		1 ST OFFENCE	2 ND OFFENCE	3 RD OFFENCE
1 LMC 10.16.090	Inoperative Vehicles Left Over Five Days	\$100	\$250	\$500
2 LMC 8.24.040	Abandoned or Discarded Household Items/Equipment	\$100	\$250	\$500
3 LMC 12.08.010	Encroachment Permit Required	\$100	\$250	\$500
4 LMC 9.12.110	Illegal Dumping	\$100	\$250	\$500
5 LMC 5.50.020	Business License Required	\$100	\$250	\$500
6 LMC 15.04.030	Non-permitted Construction	\$100	\$250	\$500
7 LMC 8.24.040()	Overgrown Vegetation	\$100	\$250	\$500
8 LMC 17.48.050(D)	Fence Permit Required	\$100	\$250	\$500
9 LMC 17.48.040	Flatwork	\$100	\$250	\$500
10 LMC 6.12.010	Animals Running at Large	\$100	\$250	\$500
11 LMC 6.08.010(A)	Animal not Displaying Current License Tag	\$100	\$250	\$500
12 LMC 6.04.020(A)	Animal Defecation	\$100	\$250	\$500
13 17.48.050(A)				
14				
15				
Total Each Column		\$	\$	\$
Grand Total (Total of All 3 Columns)		\$ 500		

COMMENTS:

REDUCE HEDGE HEIGHT TO
30 INCHES IN HEIGHT
BY 3/15/22

G. WILLIAMS 1168 2/23/22
Issuing Enforcement Officer ID # Issue Date
Type of Service: ☐ Personal ☐ Mail ☐ Left on Vehicle ☐ Left at Residence

SEE REVERSE SIDE FOR PAYMENT AND OTHER INFORMATION

Attachment G



14717 BURIN AVENUE • LAWDALE, CALIFORNIA 90260 • (310) 973-3200 • FAX (310) 644-4556

NOTICE TO ABATE

Via Posting, Certified and First-Class Mail

01/25/2023

Margaret Smith
4702 W. 165th St.
Lawndale, CA 90260

Oliver Smith
4702 W. 165th St.
Lawndale, CA 90260

RE: NOTICE OF DECLARATION OF PUBLIC NUISANCE Related to Hedges in Front Setback at 4702 W. 165th Street, Lawndale, CA 90260 (APN 4080-015-035)

Dear Property Owner(s):

YOUR ATTENTION IS HEREBY CALLED to the provisions of Sections 17.48.050A of the Municipal Code of the City of Lawndale, California, on file in the office of the city clerk in the City Hall.

Pursuant to the provisions of said section, you are hereby notified that your failure to reduce and maintain hedges within your front setback to 30 inches in height is a violation of the Lawndale Municipal Code.

You are therefore notified at once, and in any event within ten (10) days from the date of this notice, to commence abatement of the above specified conditions by taking the following action: reduce height of the hedges within your front setback to 30 inches in height or less.

Such action must be completed within the time set forth in the notice and thereafter you must maintain this premises free from any of the unlawful conditions described above.

Should you fail to either commence or complete such work, or appeal this Notice to Abate pursuant to Section 8.24.090 of the Lawndale Municipal Code, the undersigned shall move forward with an administrative abatement to cause the appropriate action to be taken and completed, and the charges for this work will be imposed as a lien upon this premises and/or upon the lot or parcel of land adjoining and abutting the sidewalk in the event that the sidewalk is to be cleaned.

The said building, structure, improvement or property is situated in the City of Lawndale, Los Angeles County, California. The property is commonly known as 4702 W. 165th St. Lawndale, CA 90260. The County Assessor's number of the property is 4080-015-035.

Pursuant to Section 8.24.090 of the Lawndale Municipal Code, you have a right to challenge this notice ordering the administrative abatement of a nuisance. A written



14717 BURIN AVENUE • LAWDALE, CALIFORNIA 90260 • (310) 973-3200 • FAX (310) 644-4556

Pursuant to Section 8.24.090 of the Lawndale Municipal Code, you have a right to challenge this notice ordering the administrative abatement of a nuisance. A written appeal challenging this notice must be filed with the City Clerk's Office, Lawndale City Hall, 14717 Burin Avenue, Lawndale, CA 90260, **within ten days of this notice.**

If you have any questions regarding this notice ordering the administrative abatement of a nuisance, please call Code Enforcement Officer Gregory Williams at 310-973-3224 or send an email to gwilliams@lawndalecity.org.

Regards,

Sean M. Moore, City Manager
City of Lawndale, California

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

0011587931

CITY OF LAWDALE/CITY CLERK'S OFFICE
ACCOUNTS PAYABLE, 14717 BURIN AVE
LAWDALE, California 90260

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

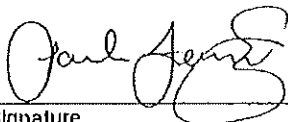
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Hermosa Beach*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/23/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 23rd day of February, 2023.



Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington

**NOTICE OF A PUBLIC HEARING
BEFORE THE CITY COUNCIL
OF THE CITY OF LAWDALE
REGARDING A REQUEST TO
APPEAL A NOTICE OF NUISANCE
ABATEMENT AT 4702 W. 165TH
STREET**

Notice is hereby given that at 6:30 p.m. on Monday, March 6, 2023, the Lawndale City Council will hold a public hearing in the City of Lawndale City Council Chambers located at 14717 Burin Avenue, Lawndale, California, to review the following:

**CITY OF LAWDALE APPEAL
OF NOTICE OF NUISANCE
ABATEMENT AT 4702 W. 165TH
STREET**

The files for this matter are available for review Monday through Thursday, 7:00 a.m. to 6:00 p.m., in the Municipal Services Department offices located at 14616 Grevillea Avenue, Lawndale, California.

Any grounds for opposing this project must be made at the time of the meeting or made through written correspondence. If you challenge this matter in court you may be limited to raising only those issues you or someone else raised in the meeting.

The City of Lawndale's contact person for this proposal is Michael Reyes, Municipal Services Director, of the Municipal Services Department, at (310) 973-3220.

Dated: February 23, 2023

Yvette Hall
Assistant City Clerk
Daily Breeze
Published: 2/23/23

17.48.050 Fences, hedges and walls.

A. A fence, hedge, or wall shall not exceed six feet in height in any side or rear yard in any residential zone. Except that any property adjacent to an alley, commercially zoned property, inclusive of parking lots, railroad right-of-way and properties zoned I ("Institutional") or O ("Open Space") may have a fence not to exceed eight feet in height. Any fence exceeding six feet in height may not be constructed without a building permit. The maximum height of a solid view obscuring fence, hedge or wall located in the required front yard setback is thirty inches. Other than described in the next sentence, a fence, hedge or wall up to forty-eight inches in height is allowed within the front yard setback provided that portion over thirty inches is see-through, as defined herein, except for those fences permitted by subsection (C)(2) of this section. Fences within the front yards of properties that are on the end of a cul-du-sac with no sidewalk may have a fence, hedge or wall up to five feet provided that the portion over thirty inches is see-through as defined herein.

Attachment J

GREGORY WILLIAMS
SUMMARY OF CASE FILE NOTES
4702 W. 165TH ST.

7/18/17 – RECEIVED THE FIRST COMPLAINT OF OVERGROWN HEDGES.
9/5/18 – HEDGES TRIMMED AND CASE CLOSED. (PREVIOUS OWNERS)
9/16/21 – RECEIVED COMPLAINT OF OVERGROWN HEDGES, MAILED FIRST NOTICE.
10/20/21- NO COMPLIANCE, MAILED SECOND NOTICE.
11/3/21 – NO COMPLIANCE, MAILED FINAL NOTICE.
11/18/21 – NO COMPLIANCE, MAILED FIRST ADMIN CITE.
1/6/22 – NO COMPLIANCE, MAILED SECOND ADMIN CITE.
2/23/22 – NO COMPLIANCE, MAILED FINAL ADMIN CITE.
3/17/22 – CASE PREPARED FOR SUBMITTAL TO CITY ATTORNEY'S OFFICE.
3/17/22 – TO – 1/13/23 WAITING ON INFORMATION FROM THE CITY ATTORNEY'S OFFICE
1/25/23 – POSTED NOTICE TO ABATE ON PROPERTY.
2/6/23 – PROPERTY OWNER HAS APPEALED NOTICE TO ABATE.



CITY OF LAWDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Ahmad Ansari, Interim Director of Public Works/City Engineer
Grace Huizar, Administrative Analyst 

SUBJECT: Alondra Park Multi-Benefit Stormwater Capture Project Partnership Agreement

BACKGROUND

In response to the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2021-0105, the Dominguez Channel Watershed Management Group (DC WMG) was formed to implement the MS4 Permit requirements on a watershed scale.

The DC WMG is comprised of the County of Los Angeles (County), Los Angeles County Flood Control District (LACFCD), and the cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and Los Angeles. The DC WMG, through a cooperative and collaborative process, subsequently developed an Enhanced Watershed Management Program (EWMP), known as the revised Watershed Management Program (WMP) based on Best Management Practices for implementation to address the water quality objectives of the region.

STAFF REVIEW

The Alondra Park Multi-Benefit Stormwater Capture Project, which was ranked as one of the top projects in the Dominguez Channel Watershed, is owned by the County of Los Angeles and is located just outside of the City of Lawndale. Municipalities in the DC WMG that are tributary to this location include the County of Los Angeles and the cities of El Segundo, Hawthorne, and Lawndale.

The cities of Manhattan Beach and Redondo Beach are not part of the DC WMG, but are in the nearby Beach Cities Watershed Management Area Group, and are tributary to the Alondra Park project. These two cities are the participating parties in the project and are a part of the partnership agreement.

The project will be constructed to capture and treat 40 acre-feet of stormwater runoff volume by installing stormwater diversion structures, stormwater pretreatment systems, an underground storage treatment system, and connection to the sanitary sewer line for overflow. The project will also consist of above-ground improvements and recreational elements such as planting drought-tolerant landscaping, restoring baseball, soccer and multi-purpose fields, and installment of interpretive signage. The estimated total cost of the project is \$60,322,000. The County of Los Angeles and partnership agencies applied for and received funding to cover the cost of construction.

LEGAL REVIEW

The City Attorney reviewed and approved the Partnership Agreement as to form.

FISCAL IMPACT

There is no fiscal impact to the City of Lawndale related to construction costs.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute this partnership agreement between the County of Los Angeles, City of El Segundo, City of Hawthorne, City of Lawndale, City of Manhattan Beach, and City of Redondo Beach for the Alondra Park Multi-Benefit Stormwater Capture Project.

Attachments: Alondra Park Multi-Benefit Stormwater Capture Project Partnership Agreement

ATTACHMENT 1

**PARTNERSHIP AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES,
CITY OF EL SEGUNDO, CITY OF HAWTHORNE, CITY OF LAWNDALE, CITY
OF MANHATTAN BEACH, AND CITY OF REDONDO BEACH
FOR ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE
PROJECT**

This PARTNERSHIP AGREEMENT (AGREEMENT) is made and entered into as of the date of the last signature set forth below by and among the County of Los Angeles (COUNTY), a political subdivision of the State of California, City of El Segundo (EL SEGUNDO), City of Hawthorne (HAWTHORNE), City of Lawndale (LAWNDALE), City of Manhattan Beach (MANHATTAN BEACH), and City of Redondo Beach (REDONDO BEACH), all municipal corporations in the County of Los Angeles (CITIES). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, effective December 28, 2012, the Los Angeles Regional Water Quality Control Board (REGIONAL BOARD) issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit or Permit); and

WHEREAS, the MS4 Permit requires the COUNTY, the Los Angeles County Flood Control District, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County to comply with the requirements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with requirements pertaining to the Dominguez Channel Watershed Management Area; and

WHEREAS, the PARTIES who are members of the Dominguez Channel Watershed Management Area Group (DCWMG) have jointly prepared an Enhanced Watershed Management Program (EWMP) plan as required by the MS4 Permit; and

WHEREAS, the DCWMG EWMP plan identified a suite of institutional and structural control measures, including multi-benefit regional projects to address the PARTIES' compliance; and

WHEREAS, the PARTIES propose to improve the water quality of stormwater and urban runoff from their respective land areas; and

WHEREAS, the COUNTY proposes to design, construct, operate and maintain the Alondra Park Multi-Benefit Stormwater Capture Project (hereinafter referred to as PROJECT),

WHEREAS, the PROJECT is in the Dominguez Channel Watershed, and is identified in the DCWMG EWMP plan; and

WHEREAS, effective September 11, 2021, the REGIONAL BOARD issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (Current MS4 Permit or Permit); and

WHEREAS, the DCWMG prepared and submitted a revised WMP to the REGIONAL BOARD; and

WHEREAS, the PROJECT is identified in the DCWMG revised WMP plan; and

WHEREAS, the PROJECT is anticipated to include below ground elements such as stormwater diversion structures, stormwater pretreatment systems, underground storage system, stormwater treatment system, and connection to sanitary sewer line (hereinafter referred to as WATER QUALITY IMPROVEMENTS), and above ground improvements and recreational elements such as drought tolerant landscaping, restored baseball fields, soccer field, multi-purpose field, and interpretive signage;

WHEREAS, the PROJECT will be designed to provide treatment of 40 acre-feet of runoff volume through constructed WATER QUALITY IMPROVEMENTS; and

WHEREAS, of the 40 acre-feet (AF) of runoff volume captured by the PROJECT, the County will be credited 2.00 AF for PROJECT management and administration, which is five (5) percent of the runoff volume captured by the PROJECT; and

WHEREAS, 8.31 AF will be credited to the California Department of Transportation (CALTRANS) through a separate agreement with the County for their contribution of \$15,000,000 to the PROJECT; and

WHEREAS, the remaining volume capture will be credited to the PARTIES as shown in Tables 1-3 of Exhibit A, and

WHEREAS, the estimated cost of the PROJECT is sixty million three hundred twenty-two thousand dollars (\$60,322,000); and

WHEREAS, the COUNTY has received a total of thirty-two million one hundred one thousand sixty-one dollars (\$32,101,061) of grant funding towards funding the PROJECT through two grants. Thirty million dollars (\$30,000,000) of the grant funding is from the Safe Clean Water (SCW) Infrastructure Program and two million one hundred one thousand sixty-one dollars (\$2,101,061) from Proposition 1 Stormwater Grant (PROP 1), referred to collectively as GRANTS; and

WHEREAS, each PARTY will be credited through the \$30,000,000 from the SCW Infrastructure Program as shown on Table 2 of Exhibit A based on tributary area; EL SEGUNDO will be credited 4.36 AF; HAWTHORNE will be credited 3.23 AF; LAWNDALE will be credited 4.74 AF; MANHATTAN BEACH will be credited 1.47 AF; REDONDO BEACH will be credited 4.41 AF; COUNTY will be credited 1.44 AF; and

WHEREAS, the COUNTY, REDONDO BEACH, and HAWTHORNE, will be credited additional runoff volume based on additional fund contributions as shown on Table 3 of Exhibit A; and

WHEREAS, REDONDO BEACH agrees to fund an amount of five hundred thousand dollars (\$500,000) of the PROJECT costs and will be credited an additional 0.38 AF, bringing REDONDO BEACH's total credit to 4.79 AF; and

WHEREAS, HAWTHORNE agrees to fund an amount of one million (\$1,000,000) of the PROJECT costs and will be credited an additional 0.76 AF, bringing HAWTHORNE's total credit to 3.99 AF; and

WHEREAS, COUNTY agrees to fund the remaining amount of the PROJECT costs estimated at eleven million seven hundred twenty thousand nine hundred thirty nine dollars (\$11,720,939) and will be credited an additional 8.90 AF, bringing COUNTY's total credit to 12.34 AF; and

WHEREAS, PARTIES agree to amend Exhibit A if PROJECT costs change to adjust runoff volume capture credits for each PARTY; and

WHEREAS, PARTIES agree to enter into a separate agreement for Operations and Maintenance (O&M) for the PROJECT's useful life to maintain each PARTY's runoff volume capture credit shown in Exhibit A; and

WHEREAS, for the purpose of this Agreement, the "useful life" of any constructed portions of the PROJECT begins upon completion of construction and continues until 50 years thereafter; and

WHEREAS, PARTIES desire to enter into this AGREEMENT to establish each PARTY's responsibilities and financial obligations for the PROJECT; and

WHEREAS, the PROJECT is in the joint interest of PARTIES and will improve water quality and quality of life for residents and provide opportunities for water conservation; and

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, PARTIES hereby agree as follows:

1. COUNTY AGREES:

- a. To prepare plans, specifications, and a cost estimate for the PROJECT.
- b. To utilize the combined thirty-two million one hundred one thousand sixty-one dollar (\$32,101,061) in grant funding from GRANTS towards the construction of the PROJECT and to ensure all grant requirements are met.
- c. To prepare, as lead agency, and obtain approval of any necessary environmental documents as required under the California Environmental Quality Act (CEQA) for the PROJECT.
- d. To obtain and comply with all applicable regulatory permits, approvals, and requirements for the PROJECT, including obtaining adequate right-of-way for the useful life of the PROJECT for any work to be carried out on property not owned by any of the PARTIES.
- e. To require each consultant or contractor retained to implement the PROJECT to obtain liability coverage PARTIES and their respective officers, agents, employees, and volunteers as additional insureds on such policy.
- f. To advertise the PROJECT for construction bids; to award and administer the construction contract; to modify approved plans and specifications for the PROJECT necessitated by unforeseen field conditions encountered during construction as necessary to ensure the PROJECT is constructed as intended; and to cause the PROJECT to be constructed in accordance with the approved plans and specifications.

- g. To prepare an O&M manual, a document that describes in detail the operation and maintenance requirements for all WATER QUALITY IMPROVEMENTS based on the final PROJECT design, including, but not limited to, inspections, clean out of pretreatment devices and underground storage systems, and repairs.
- h. Upon award of a construction contract by COUNTY for PROJECT, to notify PARTIES of any request for a change order related to the construction of the PROJECT that exceeds ten percent (10%) of the total contract amount within ten (10) business days of receipt of the request, and to further notify PARTIES of COUNTY's approval thereof, or if it does not so approve, the reasons therefor, within ten business days of receipt of the request. Any change order that will results in the total cost of the PROJECT to exceed \$74,500,000 will require approval of all PARTIES prior to COUNTY's approval of the change order.
- i. To invoice REDONDO BEACH and HAWTHORNE based on the payment schedule shown in Exhibit B. The total invoiced amounts shall not exceed \$500,000 and \$1,000,000 for REDONDO BEACH and HAWTHORNE, respectively. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- j. Upon completion of the PROJECT, to assume ownership, operation, and maintenance responsibilities for WATER QUALITY IMPROVEMENTS and above ground improvements.
- k. Upon completion of construction of PROJECT, to provide as-built plans to CITIES.
- l. Upon completion of the PROJECT, to operate and maintain WATER QUALITY IMPROVEMENTS pursuant to the O&M MANUAL.
- m. Upon completion of the PROJECT, to provide CITIES with contact information for person(s) responsible for the operation and maintenance activities set forth in this MOU.
- n. Upon completion of the PROJECT, to maintain and comply with all applicable regulatory permits and requirements associated with operation

and maintenance of the PROJECT. COUNTY will maintain and operate the PROJECT throughout its useful life.

- o. During construction and throughout the useful life of the PROJECT, COUNTY shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the PROJECT.
- p. COUNTY shall not abandon, discontinue use of, lease or dispose of the PROJECT or fail to maintain any significant part or portion of the PROJECT thereof during its useful life.

2. REDONDO BEACH AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$500,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. At REDONDO BEACH'S discretion, to provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.
- e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

3. HAWTHORNE AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$1,000,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. To provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.
- e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

4. EL SEGUNDO, LAWNSDALE, AND MANHATTAN BEACH AGREE:

- a. To, in good faith, consider approval and provision of any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- b. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to

resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.

- c. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

5. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT shall become effective on the last date of execution by a PARTY and shall remain in effect until CITIES have paid all outstanding invoices for costs associated with the PROJECT capital.
- b. All PARTIES shall have suitable access to the PROJECT sites at all reasonable times during PROJECT implementation and thereafter for the useful life of the PROJECT.
- c. If PROJECT costs increase and there are insufficient funds an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- d. PARTIES shall have no financial obligation to any other PARTY under this AGREEMENT except as herein expressly provided.
- e. PARTIES may elect to partner in the pursuit of grant funding opportunities for the PROJECT.
- f. To maintain each PARTY's 24-hour runoff volume capture capacity credit, all PARTIES agree to enter into a separate agreement for O&M for the PROJECT that shall remain in effect until CITIES have paid all outstanding invoices for costs associated with PROJECT O&M for the useful life.
- g. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed, officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this AGREEMENT; provided,

however, that no PARTY shall indemnify another PARTY for the latter PARTY's own negligence or willful misconduct.

GENERAL PROVISIONS

Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of the AGREEMENT.

Good Faith. Each PARTY shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this AGREEMENT and the satisfactory performance of its terms.

Voluntary. This AGREEMENT is voluntarily entered into, to attain the purposes set forth in this AGREEMENT.

Relationship of PARTIES. The PARTIES are and shall remain at all times as to each other wholly independent entities. No PARTY to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another PARTY.

Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other PARTIES.

Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.

Waiver. Waiver by any PARTY to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of this provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial court shall lie exclusively in the County of Los Angeles.

No Third Party Rights. The PARTIES to this AGREEMENT do not create rights in, or grant remedies to, any third party as a beneficiary of this AGREEMENT, or of the duty, covenant, obligation or undertaking established in this Agreement.

No Presumption in Drafting. All PARTIES have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES.

Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies of the PARTIES are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other PARTIES.

Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this AGREEMENT, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

Termination. The COUNTY reserves the right to terminate this AGREEMENT for any reason upon thirty (30) days' prior to written notice to CITIES. In the event of such termination, CITIES shall be entitled to a prorated portion of the PARTIES' annual contribution for the calendar year in which the COUNTY terminates the AGREEMENT hereunder.

Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any provision. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the PARTIES shall endeavor to modify that clause in a manner which gives effect to the intent of the PARTIES in entering into this AGREEMENT.

Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire AGREEMENT.

Notices. Any notices, bills, invoices, or reports relating to this AGREEMENT, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth below. PARTIES shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

Administration. For purposes of this AGREEMENT, the PARTIES hereby designate as their respective PARTY Representatives the persons named below. The designated PARTY Representatives, or their respective designees, shall administer the terms and conditions of the AGREEMENT on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this AGREEMENT on behalf of such PARTY.

COUNTY: Mr. Mark Lombos
Assistant Deputy Director
Los Angeles County Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

EL SEGUNDO: Darrell George
City Manager
350 Main Street
El Segundo, CA 90245

HAWTHORNE: _____

LAWNDALE: Sean M. Moore
City Manager
14717 Burin Avenue
Lawndale, CA 90260

MANHATTAN BEACH: _____

REDONDO BEACH: William C. Brand
Mayor
Mayor and City Council
415 Diamond Street
Redondo Beach, CA 90277

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representative and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By: _____
Director of Public Works

_____ Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Deputy

CITY OF EL SEGUNDO

By: _____
City Manager

Date

APPROVED AS TO FORM:

MARK D. HENSLEY
City Attorney

By: _____

CITY OF HAWTHORNE

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF LAWNDALE

By: _____
SEAN M. MOORE
City Manager

Date

APPROVED AS TO FORM:

GREGORY MURPHY,
CITY ATTORNEY

By: _____

CITY OF MANHATTAN BEACH

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF REDONDO BEACH

By: _____

WILLIAM C. BRAND

Title: MAYOR

Date

APPROVED AS TO FORM:

MICHAEL W. WEBB

CITY ATTORNEY

By: _____

EXHIBIT A

Table 1: Total Volume Credit

Agency	Table 2	Table 3	Administration Credit (AF) ²	Total Volume Credit (AF) ¹
El Segundo	4.36	-	-	4.36
Hawthorne	3.23	0.76	-	3.99
Lawndale	4.74	-	-	4.74
Manhattan Beach	1.47	-	-	1.47
Redondo Beach	4.41	0.38	-	4.79
Unincorporated County	1.44	8.90	2.0	12.34
Caltrans	-	8.31	-	8.31
Total				40.00

¹Total Volume Credit = Table 2 + Table 3 + Administration Credit

²Five Percent of Total Volume Credit (for project administration and management) = 5% x 40 AF = 2.0 AF

Table 2: Volume Credit from Safe Clean Water Program (SCWP)

Agency	Land Area (acres)	% of Area	\$ from SCWP Regional Funding ¹	Volume Credit (AF) ²
El Segundo	1,055.11	22%	\$6,649,469	4.36
Hawthorne	783.84	16%	\$4,939,921	3.23
Lawndale	1,148.76	24%	\$7,239,688	4.74
Manhattan Beach	355.78	7%	\$2,242,181	1.47
Redondo Beach	1,067.78	22%	\$6,729,346	4.41
Unincorporated County	348.99	7%	\$2,199,395	1.44
Total				19.65

¹\$ from SCWP Regional = % of Area x \$30,000,000

²Volume Credit = (Total Volume Capture – Administration Credit – Caltrans Credit) x ³SCW Volume Credit x % of Area = (40 – 2.0 – 8.31) x 20.81 % of Area

³SCW Volume Credit = \$30,000,000/(60,322,000-15,000,000)

Table 3: Volume Credit from Contribution

Agency	Contribution	Volume Credit (AF) ¹
Caltrans ²	\$15,000,000	8.31
Hawthorne	\$1,000,000	0.76
Redondo Beach	\$500,000	0.38
Unincorporated County	\$11,720,939	8.90
Total		18.35

¹Volume Credit = (40 AF – Caltrans Volume Credit – Unincorporated County Administration Volume Credit – Total Volume Credit from Table 2) * (Contribution/(Total Contribution-Caltrans Contribution))

²Caltrans volume credit through a separate agreement with the Unincorporated County

EXHIBIT B

ALONDRA PARK STORMWATER CAPTURE PROJECT INVOICE SCHEDULE

Agency	Amount	Invoice Date
Hawthorne	\$400,000	12/30/2023
Redondo Beach	\$500,000	12/30/2023
Hawthorne	\$300,000	12/30/2024
Hawthorne	\$300,000	7/1/2025



CITY OF LAWNDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Ahmad Ansari, Interim Director of Public Works/City Engineer
Mike Estes, Director of Community Services
Nick Petrevski, Associate Engineer

SUBJECT: **Award of the Harold E. Hofmann Community Center HVAC Assessment Professional Services Agreement to IMEG Corp.**

BACKGROUND

The existing Heating, Ventilation and Air Conditioning (HVAC) system at the Harold E. Hofmann Lawndale Community Center (CC) was installed in 2011 and has had ongoing problems since the building opened to the public in 2012. Consistent maintenance has been performed since the building opened to the public. The existing system was designed to have a 25-year useful life.

STAFF REVIEW

Despite the City efforts to make the necessary repairs, historical evidence such as equipment replacement costs and frequent system malfunctions such as system shutdowns during warm and cold seasons cause concern that the system may need to be replaced. A number of maintenance and repair vendors have been contracted to maintain the system over the years; however, none have the expertise to diagnose complex system shortfalls, or determine if system replacement is necessary.

In December of 2022, a reputable HVAC consultant was solicited to take a look at the system on a pro-bono basis and provide a complete assessment of the system allowing the City to make the most responsible decision as it pertains to the future of the system. This was the first step in the process of soliciting quotes for assessment services of both the HVAC system and computer software program.

City staff issued a Request for Proposals (RFP) on January 19, 2023 to identify a mechanical engineering company to provide an assessment and written report including a professional opinion as to whether the system needs to be replaced or whether the system can be repaired on a long-term basis. The RFP required assessment elements such as, load calculations, review of record documents and controls, site investigation, air, water, and balance testing, repair cost estimates, written report presenting findings, and ultimately to provide a professional opinion regarding potential replacement of the system.

On February 2, 2023 staff received the following three RFP responses, from reputable companies who specialize in HVAC system diagnosis.

Companies	Fee Amount
IMEG Corp., Ontario, CA	\$53,000.00
IDS Group, Irvine, CA	\$53,428.00
PBS Engineers, Los Angeles, CA	\$57,100.00

Staff met with IMEG Corporation to discuss their proposal. As well, staff completed reference checks and prior project experience with government, school, and medical facilities with HVAC systems that are similar and larger than the CC system. Therefore, staff has declared IMEG Corporation as the lowest, most responsible and most experienced firm of the three and recommends the award of a professional services agreement to IMEG Corporation for Conditions Assessment and Report for the HVAC System at the CC. This project is expected to be completed within two to three months from the issuance of the Notice to Proceed.

LEGAL REVIEW

The attached contract has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The total cost of the assessment is \$53,000.00. Staff requests an appropriation in the amount of \$53,000 from the American Rescue Plan (ARPA) revenue funds to expenditure account 285-310-700.293.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve a professional services agreement with IMEG Corp. in the amount not to exceed \$53,000.00 for assessment of the Harold E. Hofmann Lawndale Community Center HVAC system.
2. Approve appropriation of \$53,000.00 from ARPA funds for this project.

ATTACHMENT

1. Professional Services Agreement
2. Project Location Map
3. Assessment Fee Proposals

ATTACHMENT 1

CITY OF LAWDALE
CONTRACT SERVICES AGREEMENT FOR
THE HAROLD E. HOFMANN COMMUNITY CENTER HVAC ASSESSMENT

This Contract Services Agreement ("Agreement") is made and entered into this 28th day of February, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and IMEG Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services

or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **Fifty Three Thousand dollars (\$53,000.00)** ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 7, 2023 and continue in full force and effect until completion of the services no later than June 7, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Joshua Massey is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions

in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

Attachment 1

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of _____ insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not

be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either

written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one

Attachment 1

copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

Attachment 1

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF LAWNDAL, E,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
IMEG Corporation
a [California corporation]

By: _____
Name: Joshua Massey
Title: Principal

By: _____
Name: Kerri Parker
Title: Principal

Address: 901 Via Piemonte Suite 400
Ontario, CA 91764

EXHIBIT "A"

SCOPE OF SERVICES

1. Review available Record Documents (drawings, specifications, equipment submittals, Control Sequence, maintenance records, air/water balance report, etc.).
2. Perform detailed site evaluation of existing equipment.
3. Field verify the accuracy of the As-Built drawings provided, including all control sensors and actuators.
4. Perform a Test and Balance of the heating and cooling systems (air and water).
5. Obtain and review trend data from the Building Automation System (BAS) minimum 7-days.
6. Evaluate the existing control system sequence-of-operations, and system programming.
7. Perform Cooling/Heating load calculations.
8. Verify all existing equipment selections are appropriate.
9. Prepare an Estimate of Probable Cost.
10. Prepare a Conditions Assessment Report with findings and recommendations for resolution of issues.
11. Review findings and recommendations with City of Lawndale Public Works to determine the scope-of-work for construction documents.

Upon completion of the Consultant's work, the City shall have in hand, both an electronic, and a hard copy of technical specifications, quantities, estimates and special provisions ready for bidding including all supporting data, calculations, utility locations, permits and other details necessary to complete this project in a format acceptable to the City.

Attachment 1

A new Section 2.4 is added to the Agreement to read as follows:

“2.4 Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by _____. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only.”

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.

Attachment 1

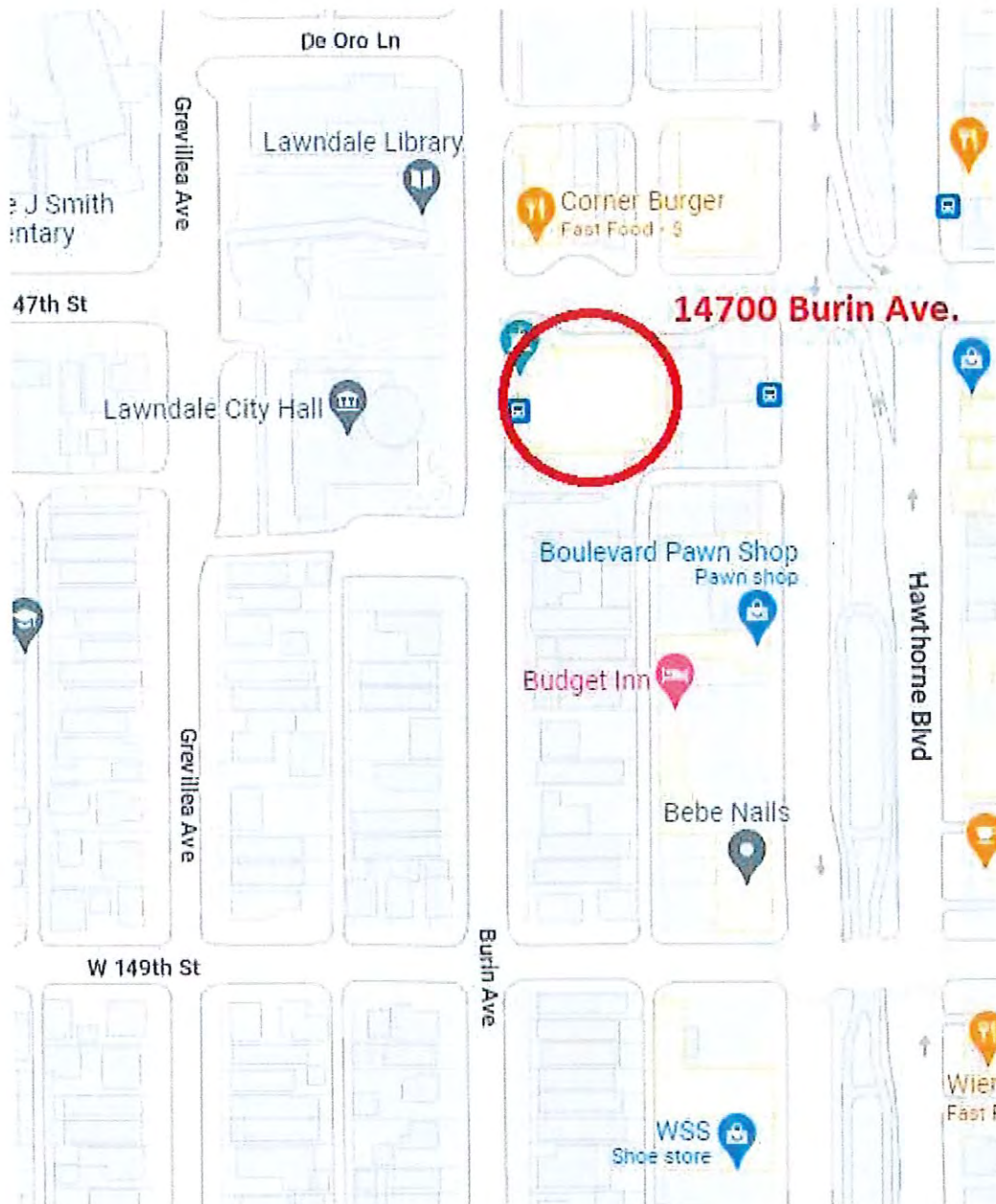
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreemen

Attachment 1

ATTACHMENT 2

Project Location Map



ATTACHMENT 3



FEE

**REQUEST FOR PROPOSALS FOR THE CITY OF LAWDALE
CONDITIONS ASSESSMENT & CONDITIONS REPORT
FOR HEATING, VENTILATION AND AIR CONDITIONING SYSTEM
AT THE CITY OF LAWDALE COMMUNITY CENTER**

FEBRUARY 2, 2023

Proposal for Engineering Services

14700 Burin Avenue, Lawndale, CA 90260

Lawndale Community Center HVAC Conditions Assessment

February 1, 2023

4. A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues.
5. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost. IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$53,000.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.0 multiplier of actual cost:

1. Necessary consultants as approved by Client.

The following expenses **are** included in the above fee.

1. Reproduction costs for reports.
2. Postage and delivery charges.
3. Travel expense.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Detailed field takeoff of utilities and dimensioning of existing and/or new equipment.
2. Detailed takeoff cost estimating or review of detailed cost estimates prepared by others.
3. Structural, mechanical, electrical, and technology engineering design and preparation of construction documents for recommended items.
4. Bidding and construction phase services.



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or the Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.



- 2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





**Conditions Assessment & Conditions Report for
HVAC Systems at The City of Lawndale Community Center**

REQUEST FOR PROPOSAL



- **Economy of Scale Approach** – Clients benefit from working with IDS as one company all under one roof where the cost savings are realized through an efficient, well-coordinated team and a single point-of- contact serving the City.

We look forward to speaking with you further regarding our services, expertise, and experience and how we can best assist the City. Mr. Andrew Bussey will be the point-of-contact for the project. He can be reached at (949) 387-8500 ext. 429 or via email at andrew.bussey@idsgi.com.

Mr. Said Hilmy, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for the County and will contractually bind the firm regarding matters pertaining to this Proposal. If you require further information, please contact him directly at (949) 387-8500 ext. 116 or said.hilmy@idsgi.com.

Thank you and we look forward to a favorable response.

Sincerely,



Said Hilmy, PhD, SE, LEED AP
Principal and Contract Administrator



Darren Smith, PE, BEAP
Associate Principal and Lead MEP Manager

2. PROJECT STAFFING

IDS Group's seasoned group of professionals have worked on projects similar in scope of work to the Community Center Assessment Project. Our team is well suited to perform the required work within budget and schedule.

Key Personnel & Project Staff	Project Role	Years' Experience
Said Hilmy, PhD, SE, LEED AP	Principal / Contract Administrator	30+
Darren Smith, PE, BEAP	Associate Principal / Lead MEP Engineer	25+
Andrew Bussey, PE	Project Manager / Senior Mechanical Engineer	30+
Kevin Barnes, EIT	Senior Designer	20+
Faisal Dakhil, MSCE, BSCE	Cost Estimator	30+

Irvine

Refer to Staff resumes in Attachment A.

3. SCHEDULE

IDS will provide Engineering services to the City of Lawndale in a timely manner so as to enable the City to meet critical deadlines and schedules. The estimated time to complete the assessment and report is approximately 6-8 weeks.

Refer to Attachment B.

4. SIMILAR PROJECTS

IDS has performed similar assessment work for:

- a. County of Orange – Social Services Agency (SSA)
 - 840 Eckhoff St., Orange, CA
 - Approx. 110,000 SF office building
 - HVAC Assessment and Design
 - Assessment complete April 2020
 - Design complete August 2020
 - Construction complete June 2021
- b. City of Hope – Main Campus
 - 1500 East Duarte Rd., Duarte, CA
 - 24 buildings
 - HVAC and Plumbing Assessments
 - Assessments complete October 2022
- c. USC Doheny Vision Research Center (DVRC)
 - 1355 San Pablo St., Los Angeles, CA 90033
 - 126,800 SF Multi-use building
 - All discipline Assessment and Design
 - Assessment complete May 2022

ENGINEERING FEE

The total lump sum fee for the scope of work described above shall not exceed \$53,428.00 without the prior written consent of the City.

IDS estimates the fee will breakdown as follows:

Design Service Task Description	Fee	Mech	Cost Est.
Assessment and Report	\$20,148	\$20,148	\$0
Construction Cost Estimate	\$3,280	\$0	\$3,280
Subtotal Fixed Fee	\$23,428		
Test & Balance (allowance)	\$30,000	\$20,000	\$0
Reimbursables	\$0		
Total	\$53,428		

ATTACHMENT A
Staff Resumes



Said Hilmy, PhD, SE, LEED AP
Principal and Contract Administrator

Education

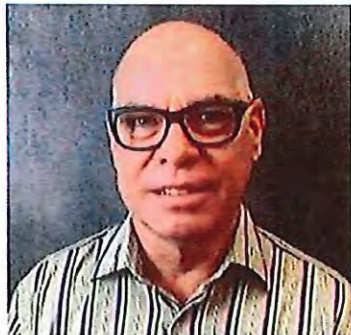
Doctorate, Structural Engineering, Cornell University
 Master of Science, Structural Engineering, Cornell University
 Bachelor of Science, Civil Engineering, Cairo University
Professional Credentials
 Professional Structural Engineer: California (#S-3680)
 Professional Civil Engineer: California (#C-43988)



Darren Smith, PE, BEAP
Lead MEP Engineer

Education

Bachelor of Science, Mechanical Engineering,
 California State Polytechnic University, Pomona
Professional Credential
 Professional Mechanical Engineer, CA #M30841



Andrew Bussey, PE
*Associate, Senior Mechanical Engineer &
 Project Manager*

Education

Bachelor of Science, Environmental Engineering,
 California State Polytechnic University, San Luis Obispo
Professional Credential
 Professional Mechanical Engineer, CA #M25330



Kevin Barnes, EIT
Senior Plumbing Designer

Education

Bachelor of Science, Mechanical Engineering
 Technology, California Polytechnic State University,
 Pomona
Professional Credential
 Engineer in Training

ATTACHMENT C

Exclusions/Assumptions/Limitations

General:

1. This proposal does not include preparation of electronic As-Built drawings.
2. This proposal does not include design services to document resolution of the issues and recommendations identified in the Conditions Assessment Report.
3. Review of electrical, plumbing, structural, systems not specifically related to the code-compliant repairs/replacement of the HVAC systems is excluded from this Proposal and will be considered extra work if needed.
4. Two (2) meetings are included. Additional meetings and site visits will be billed at time and material per the rate schedule.
5. Construction cost estimates are included for budgeting purposes only.
6. Construction Administration is excluded.
7. Hazardous materials identification and remediation are excluded.
8. Any design or re-design work required as a result of a protracted design phase beyond the control of IDS is excluded.
9. Significant changes in the extent of the project or its design including, but not limited to, changes in size, complexity, Owner's schedule, etc. beyond IDS' control are excluded.
10. Professional services made necessary by the fault of the contractor or by defects in the work of the contractor in the performance of the construction contract are excluded.
11. Fire Protection drawings (fire sprinklers and fire alarm) is excluded.
12. Acoustical engineering (noise and vibration) services of any kind are excluded.
13. Testing, measurement, or inspection services are excluded, except as noted.
14. Filing Fees, Utility Fees, Permitting Fees, review fees, expediting, special inspections, asbestos testing, and final sign-offs for local, state, or Federal approvals (as applicable) are excluded.
15. Commissioning of any MEP systems or development of Owner Project Requirement (OPR) documents for Commissioning purposes is excluded.
16. Training of any operation and maintenance personnel is excluded.
17. Additional or extended services during construction made necessary by any of the following are excluded or any other cause outside of the direct control of IDS are excluded: severe weather, earthquakes, fire, strikes or labor shortages, shortages of materials, the discovery of hazardous site conditions, inability of the contractor to meet schedule, defective or delayed work by the contractor, default by the contractor, and acceleration of the progress schedule involving services beyond normal working hours.
18. Utility energy rebates or incentive programs are excluded.
19. USGBC LEED rating or certification efforts are excluded.
20. Feasibility, Total Cost of Ownership, Life Cycle Analysis or Energy Use Studies are excluded.
21. Guarantees, certifications, or warranties are excluded.
22. Design work associated with the correction of any structural defects associated with the original design and construction, subsequent modifications, deterioration or corrosion or damage due to insect infestation, or any other cause resulting in structural conditions not suitable for use in the work of this project is excluded.
23. Multiple bid packages, additional phasing, and/or early release packages (e.g., foundation packages or deep underground packages) will be additional services.
24. Post-Occupancy services are excluded.
25. Warranty Reviews are excluded.

ENGINEERING FEE

The total lump sum fee for the scope of work described above shall not exceed \$53,428.00 without the prior written consent of the City.

IDS estimates the fee will breakdown as follows:

Design Service Task Description	Fee	Mech	Cost Est.
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Subtotal Fixed Fee	\$23,428		
Test & Balance (allowance)	\$30,000	\$20,000	\$0
Reimbursables	\$0		
Total	\$53,428		

NOT TO EXCEED FEE

1. PBS Engineers, Inc. shall provide Engineering services for the Heating, Ventilation, and Air Conditioning System Assessment for a lump sum on a Not-to-Exceed of **\$57,100.00 (Fifty-Seven Thousand One Hundred Dollars)**.
2. For Additional Services, the compensation shall be negotiated with the Client prior to proceeding with the Work.
3. Refer to the Schedule of Charges below for PBS Engineers hourly rates.

2023 SCHEDULE OF CHARGES

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of ninety (90) days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon thirty (30) days advance notice.

PERSONNEL/HOURLY RATE

Principal Engineer_____	\$245	Senior CADD/Revit Operator_____	\$150
Project Manager_____	\$225	CADD/Revit Operator/Drafting_____	\$130
Project/Senior Engineer_____	\$190	Senior Field Representative_____	\$150
Senior Designer_____	\$170	Field Representative_____	\$140
Designer_____	\$160	Word Processor/Clerical_____	\$105

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight (8) hours will be charged on any day. If required in the interest of the project, Overtime will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to the time in excess of eight (8) hours per weekday and all-time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four (4) hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursable expenses will be billed at cost except as noted below.

INSURANCE

PBS Engineers maintains Professional Liability, General Liability Insurance for bodily injury and property damage with a limit of \$10,000,000 per occurrence for its own account and will furnish certificates of such insurance upon request. In the event the Client desires additional coverage, we will, upon the Client's written request, obtain additional insurance at the Client's expense.



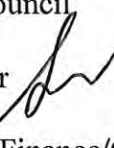
CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

[Back to Agenda](#)

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Hrant Manuelian, Director of Finance/City Treasurer 

SUBJECT: Credit Card Policy - Resolution CC-2303-010

BACKGROUND

The City of Lawndale adopted Credit Card Policy # 22-87 on November 5, 1987, through Resolution No. CC-8710-100. This policy has not been updated since then. For the past 3 years the City has received a best practices letter comment from the auditors for not having a current updated credit card policy. Having a credit card policy that is current and relevant is essential to a strong internal control system and compliance with the purchasing policy. The current City's credit card policy # 22-87 is not adequate to ensure that purchases made by credit card are in compliance with the purchasing policy.

STAFF REVIEW

The current credit card policy has been completely revamped to ensure that all purchases made by credit card are in compliance with the City of Lawndale purchasing policy. This will strengthen the City's internal control around purchasing and eliminate the recurring finding from the auditors.

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the Credit Card Policy – Resolution CC-2303-010 is not subject to CEQA review because it can be seen with certainty that there is no possibility that the Credit Card Policy CC-2303-010 may have a significant effect on the environment as this matter is as administrative action.

LEGAL REVIEW

The Resolution and Policy have been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council adopt Resolution CC-2303-010; and find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(B)(3).

ATTACHMENTS

1. Resolution No. CC-2303-010
2. Credit Card Request Form
3. Authorized Credit Card User Listing (No Name Cards Only)

RESOLUTION NO. CC-2303-010

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AMENDING COUNCIL POLICY NO. 22-87
PERTAINING TO THE CITY'S CREDIT CARD POLICY**

WHEREAS, the City Council of the City of Lawndale ("City") has established a Council Policy Manual to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the Council Policy Manual are adopted by resolution; and

WHEREAS, the City Council wishes to amend its Credit Card Policy; and

WHEREAS, such policy will provide guidance for credit card purchases ensuring compliance with the purchasing policy; and

WHEREAS, after reviewing the existing policy, staff recommends that the City Council amend the current Credit Card Policy.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council approves the updated version of Policy No. 22-87, entitled "Use of City Credit Cards", as attached hereto as Exhibit "A", and incorporated herein by this reference, as if fully set forth and directs City staff to maintain said policy in the Council Policy Manual.

SECTION 2. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2303-010 at a regular meeting of said Council held on the 6th day of March, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Rhonda H. Gorman					
Bernadette Suarez					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

COUNCIL POLICY

<u>SUBJECT:</u> Use of City Credit Cards	<u>POLICY NO.:</u> 22-87	<u>DATE ADOPTED:</u> 11/5/87 3/6/23
	<u>AUTHORITY:</u> Resolution No. CC-8710-100 Resolution No. CC-2303-010	

PURPOSE:

To establish regulations and procedures intended to ensure appropriate internal controls within each department for the administration of City issued credit cards.

POLICIES:

Purchases made under this credit card policy and agreement shall comply with Lawndale Municipal Code (LMC) Section 3.08 Purchasing Policy and Travel and Lodging Council Policy.

The City Manager is the City's purchasing officer and has ultimate administrative oversight of all purchases. The City Manager and/or Finance Director may identify authorized users of the City's credit cards. Temporary employees are not eligible to obtain a City credit card nor should they be allowed to charge transactions on a cardholder's card.

The Finance Department will administer the credit card program, including coordinating with the City's financial institution providing the credit card service, assisting with issuing City credit cards, maintaining departmental cards in lock locations, monitoring transactions through periodic internal review, and processing the payments.

The intention of the credit card policy is to provide an efficient, cost-effective alternative for the purchase and payment of non-repetitive expenditures related to travel, training, goods and services. Transactions for goods and services will have a limit of \$999 per transaction; however, travel and training will not have any limits per transaction. The program is a credit card-based system to authorize departments to purchase allowable expenditures for instances when payment by cash or check is not expedient, practical, or appropriate.

PROCEDURE:

- I. For cards issued to individual, the Department Director must complete and submit the Credit Card Request Form to City Manager and/or Finance Director for approval.
- II. For cards issued to individuals, banking institutions require that personal information such as home address, date of birth and social security be provided. Individuals will not be eligible to receive a credit card if that information is not provided.

- III. Before receiving a credit card, the cardholder must review and sign the Credit Card Request Form. Only the credit cardholder whose name appears on the face of the card is authorized to use the card. Usage by another individual is strictly prohibited.
- IV. No name cards held by departments can be used by employees only if authorized by the corresponding Department Director in the Authorized Credit Card User Listing form. No name cards issued to City Departments must remain in a safe and locked location within the Department. Directors are responsible for providing Finance Department with a list of authorized credit card users for no name cards held by the departments. Any changes or revisions to the list of authorized users will require same method of notification.
- V. Monthly dollar limit should not exceed \$5,000 and will be communicated to each employee in the cardholder agreement. If an increase in the monthly limit is necessary, a temporary request shall be submitted to the Finance Director for approval.
- VI. Upon execution of the Credit Card Request Form, the cardholder is acknowledging receipt of the card and acceptance of responsibility for abiding by the term and conditions of the agreement and this policy. All credit card authorized users must use the card responsibly and in accordance with this policy.

ALLOWABLE TRANSACTIONS:

- I. The credit card is meant to supplement and not supplant the City's purchasing process. Using the credit card to circumvent the City's purchasing process, including requirements for bids or contracts, is strictly prohibited.
- II. Allowable purchases shall include expenditures for travel, training, memberships, goods and services. The City Manager may approve expenditures outside of the aforementioned categories.
- III. Should a cardholder need to purchase anything over the \$999 limit for goods and services, a requisition through the normal purchasing process shall be submitted unless prior written City Manager approval is obtained.

UNAUTHORIZED PURCHASES/PROHIBITED TRANSACTIONS

- I. The following may not be procured with the credit card:
 - a. Purchases of goods and services that exceed \$999
 - b. Items available through a purchasing contract or blanket purchase order contract
 - c. Cash advances/Cash withdrawals
 - d. Personal expense even if the intent is to reimburse the City at a later date
 - e. Meals shall be strictly limited to prior City Manager approval
 - f. Alcoholic beverages
 - g. Split purchases to circumvent dollar limits

- h. Gas expenses (Fuel Cards are assigned to Departments authorized to purchase gas for City vehicles)
- i. Any purchases deemed unallowable in the Purchasing and/or Travel City Policy

Cards may be audited or revoke at any time at the discretion of the City Manager and/or Finance Director.

- II. Personal expenses charged to the City credit card, whether intentional or accidental, will require a written memo signed by the employee and Director of their respective agency. Cardholders must reimburse the City. The same GL account used to post the unauthorized transaction must be provided.

CARDHOLDER RESPONSIBILITY

- I. The credit card remains property of the Bank. It may not be transferred to, assigned to, or used by anyone other than an authorized user. Each cardholder and authorized users are responsible for the card. Users of the credit card are accountable for the activity on the card.
- II. Cardholders and authorized users must maintain supporting documentation related to purchases made. Itemized receipts are required for all purchases.
- III. Each Cardholder/Authorized Department is responsible for reconciling and submitting supporting documentation to Finance Department for payment processing. Statements and supporting documentation must be provided to Finance Department no later than 7 days after receiving the statement to ensure late fees are not charged to the City.
- IV. Payment request process to include:
 - a. Cardholders must ensure that there is sufficient budget in the accounts to be charged
 - b. Itemized receipts/invoices are required for all purchases
 - c. Receipts must clearly state date, amount, and description of purchases
 - d. Receipts for charges of vehicle maintenance services or vehicle parts must identify the City vehicle receiving those services/parts
 - e. Monthly payment request packets must include:
 - i. Payment voucher/check request form
 - ii. Expense Report Form that clearly identifies date, vendor, transaction description, and expense account
 - iii. Monthly Bank Credit Card statement
 - iv. Itemized receipts/invoices
 - v. Any additional supporting documentation to help identify type of transaction, who it is for, and its purpose.
- V. Violation of the City's policies related to credit card purchases may lead to suspension or revocation of the card and disciplinary action(s), up to and including termination of employment.

- VI. Cardholders must surrender credit cards to the Finance Department upon extended leave (30 days or more), resignation, or termination.

SAFEGUARDING CREDIT CARD:

- I. It is the cardholder's responsibility to safeguard the credit card to the same degree that the cardholder safeguards his/her personal credit card. City issue credit card are to be kept in a secure lock location and protected from misused by unauthorized users.
- II. It is the cardholder's responsibility to follow-up on erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements.
- III. If the card is lost or stolen, the cardholder or authorized user must immediately notify the Finance Department. The card will be deactivated and City Manager and/or Finance Director may authorize a replacement to be issued. If a cardholder has an unusual amount of card replacements in any given period, the credit card may be suspended or revoked due to lack of responsibility.



CITY OF LAWNDAL, FINANCE DEPARTMENT

14717 Burin Avenue, Lawndale, CA 90260

Phone (310) 973-3243

Credit Card Request Form

Requestor, please fill in the information and sign below.

☐ Individual Credit Card

Employee Name: _____

Title: _____

Department: _____

☐ Department Credit Card

Requesting Department: _____

Please fill out and attached Authorized Card User Listing form

Monthly Card Limit: \$5,000

Reason for Credit Card Request:

Requesting Department Director's Signature _____ Date: _____

CITY AUTHORIZATION BELOW

Finance Director Approval

Date

City Manager Approval

Date



CITY OF LAWNDALE, FINANCE DEPARTMENT
14717 Burin Avenue, Lawndale, CA 90260
Phone (310) 973-3243

Authorized Credit Card User Listing (No Name Cards Only)

Please fill in the information and sign below.

Department _____

Authorized User(s) of No Name Card:

<u>Name</u>	<u>Extension</u>	<u>Name</u>	<u>Extension</u>
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

Requesting Department Director's Signature _____ Date: _____

CITY AUTHORIZATION BELOW

Finance Director Approval

Date

City Manager Approval

Date



CITY OF LAWDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director 

SUBJECT: **Consideration of South Bay Cities Council of Governments Potential Membership Dues Increase for FY 2023-24**

BACKGROUND

In February 2023, the South Bay Cities Council of Governments (SBCCOG) Executive Director, Jacki Bacharach, distributed the attached Notice of Intent to all member agencies, including the City of Lawndale, regarding its intent to increase the annual membership dues for fiscal year 2023-2024. This Notice of Intent was provided to member agencies in compliance with the SBCCOG bylaws which requires notice to be provided 60 days prior to any action. The proposed recommendations to increase membership dues will be placed on the April 27, 2023, agenda for the SBCCOG Board of Directors vote.

This item is being brought to City Council for discussion at the request of Councilmember Pat Kearney.

STAFF REVIEW

The South Bay Cities Council of Governments (SBCCOG) is a joint powers authority made up of sixteen (16) cities, Harbor Gateway communities of City of Los Angeles and unincorporated areas of the County of Los Angeles District 2 and 4 partnered to address matters of public interest and common community issues and concerns. The city has been an active member of the SBCCOG since 1995.

On February 23, 2023, the increase in dues was presented to the SBCCOG Steering Committee (a Standing Committee for the SBCCOG Board of Directors) for consideration. According to the February 23rd agenda packet, the increase in dues will include combining the special assessment fee for a regional planner (currently a separate fee) with the annual membership dues (a formula that is based on City's population and budget) and an average of the Consumer Price Index (CPI) for a three-year period.

In review of the City's payment history for the last six (6) fiscal years, the City has paid SBCCOG membership dues as follows:

Fiscal Year	Dues	Increase
FY 2016/17	\$12,128	6.4 % increase
FY 2017/18	\$12,857	6 % increase
FY 2018/19	\$13,586	5.7% increase
FY 2019/20	\$14,315	5.4% increase
FY 2020/21	\$14,315	No increase
FY 2022/23	\$14,315	No increase

Beginning in FY 2016-17, the SBCCOG included the assessed fees for the Climate Action Plan into the annual dues. In FY 2019-20, the SBCCOG introduced the Special Assessment Plan for a regional planner at a cost to the City of \$3,250. During the budget cycle for FY 2020-21, the City elected to not participate in the special assessment plan and did not make contributions for the regional planner in FY 2021-22 or FY 2022-23.

The City has yet to receive the final notice regarding the new annual membership dues for FY 2023-24. However, if approved, it is estimated that the City's annual dues will increase from \$14,315 per fiscal year to \$17,818 (which would include the special assessment fee \$3,250 + annual membership dues \$14,315 + 4.5% CPI average) per *Item I. Finance Committee Report* in the attached February 23rd SBCCOG's Steering Committee agenda packet. If the SBCCOG's Board of Directors approve the increase in dues on April 27, 2023, staff will provide the new fees to City Council for review and approval during the upcoming budget cycle for fiscal year 2023-2024.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council receive this report.

Attachment (s):

1. SBCCOG's Notice of Intent letter dated February 23, 2023, and Email from Jacki Bacharach dated February 24, 2023, regarding 2.23 Dues Increase Intention Memo
2. February 23, 2023, Revised Agenda for SBCCOG's Steering Committee and Item I. Finance Committee Report agenda packet.

ATTACHMENT 1

**SBCCOG's Notice of Intent letter dated February 23, 2023,
and Email from Jacki Bacharach dated February 24, 2023,
regarding 2.23 Dues Increase Intention Memo**

South Bay Cities Council of Governments

February 23, 2023

TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

SUBJECT: 2023-2024 Dues – Notice of Intention to Consider an Increase in Dues

BACKGROUND

The Ad Hoc Finance Committee has reviewed the dues and they have a recommended scenario which they brought to the February Steering Committee and the Steering Committee concurred with their recommendation. It would combine the dues with the assessment and put them in the same formula. Currently, the assessment has placed cities in 3 population groups whereas the dues is a combination of population and general fund budget for a city. Combining the assessment into the dues formula is a more equitable amount to be assessed for all cities. They are also recommending a CPI increase as well which would be based on the average of the CPI in July of the last 3 years.

In order to comply with the SBCCOG By-Laws, if there is going to be a dues increase, there needs to be a notice of intention to increase the dues sent 60 days before such an action.

The actual Bylaws provision reads as follow: *Dues. The Members of the Council shall be responsible for the payment to the Council annually, of dues and the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council ("Dues"). Sixty (60) days' notice shall be provided to Members of the date of the meeting at which any increase in the Dues is to be determined for the following year. If an increase in dues is proposed from the previous year, an affirmative vote of two-thirds (2/3) of the total voting membership of the Governing Board is required to set the new dues.*

RECOMMENDATION

The Steering Committee recommends that the Board state its intention to consider a dues increase for the coming year and notify all member agencies. The vote on this issue will be on the April 27 Board meeting agenda and will guide the development of the FY 2023-2024 budget.

APPROVED BY THE BOARD OF DIRECTORS – FEBRUARY 23, 2023

Raylette Felton

From: Jacki Bacharach <jacki@southbaycities.org>
Sent: Friday, February 24, 2023 9:15 AM
To: Jacki Bacharach
Subject: Notice of Intention to Consider Increase in SBCCOG dues
Attachments: 2.23 dues increase intention memo.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To SBCCOG Elected Officials and City Managers:

See attached notice of intention to consider an increase in SBCCOG dues per SBCCOG bylaws.

Jacki

Jacki Bacharach, Executive Director
310-293-2612



SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

jacki@southbaycities.org

SBCCOG media: www.southbaycities.org

[Facebook](#) – [Twitter](#)

South Bay Environmental Services Center

www.sbesc.com

[Facebook](#) – [Twitter](#) – [LinkedIn](#)

ATTACHMENT 2

**February 23, 2023, Revised Agenda for SBCCOG's Steering
Committee and Item I. Finance Committee Report agenda
packet**

South Bay Cities Council of Governments

Steering Committee

Monday, February 13, 2023

REVISED AGENDA

**via Zoom and 2355 Crenshaw Blvd.,
Suite 125, Torrance, CA 90501**

PUBLIC COMMENTS:

To address the SBCCOG Steering Committee on any agenda item or a matter within the Steering Committee's purview, please provide written comments by 11:00 am, February 13, 2023 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record.

ACCESSING THE MEETING:

To receive Zoom meeting credentials in advance of the meeting, register by using the link below:
<https://scag.zoom.us/join/tJArdOusqj8oG9aULyxK8prL-sf6ZCYt0rZ>

OR to access the Zoom meeting, visit <https://zoom.us/join> or call (669) 900-6833 and use Meeting ID: 946 3244 4212; Passcode: 185297

- I. **CONFIRM THE QUORUM - 12:00 pm**
- II. **REPORT OF POSTING OF THE AGENDA**
 - **ACTION:** Receive and file
- III. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**
- IV. **PUBLIC COMMENT**
- V. **CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm**
 - A. Steering Committee January 9, 2023 meeting minutes – attached (**Pages 5-8**)
 - **ACTION:** Approve
 - B. Amendment to Civic Well Contract for Civic Spark Fellow – attached (**Pages 9-11**)
 - **ACTION:** Recommend Board approval
 - C. No Cost Data Usage Agreement with SCAG – attached (**Pages 13-17**)
 - **ACTION:** Recommend Board approval
 - D. City Attendance at SBCCOG Meetings – attached (**Page 19**)
 - E. Media Report – attached (**Page 21-22**)
- VI. **ACTION ITEMS**
 - F. Opportunities to Serve – **12:10 pm**
 - South Bay Association of Chambers of Commerce - deadline for interest 1/20/23
 - 3 expressions of interest – Eric Alegria, RPV; Lance Giroux, El Segundo; Rodney Tanaka, Gardena
 - **ACTION:** Receive further information from the candidates and make a selection
 - SCAG Regional Council District #39 and 3 seats on the Metro Service Council are also up for Nomination
 - Others that are completing 2 years on their outside boards:

- SCAG Community Housing, Economic Development Committee - Frank Zerunyan – RHE 7/13 - due 6/23
- CALCOG - California Association of Councils of Governments - Britt Huff – delegate – apptd 6/17 - expires 6/23
- Santa Monica Bay Restoration Commission - Bill Brand – Redondo Beach – delegate –and Alternate Eric Alegria – Rancho Palos Verdes – apptd 1/21 - expire 6/23
- KHHR (Hawthorne Airport) Committee re: Community Impacts – remove?
- Baldwin Hills and Urban Watersheds Conservancy - Katrina Manning, Hawthorne
- **ACTION:**
 - Send out an opportunity notice for the expiring positions to outside boards based on SBCCOG policy.
 - Remove KHHR as it is narrowly focused.
 - Discuss Baldwin Hills and Urban Watersheds Conservancy.

G. Board Meeting Agenda Development – **12:25 pm**

- Public Comment – memo attached (**Page 23**)
 - **ACTION:** Approve new public comment rules for posting on the Board agenda
- February - draft attached (**Page 25-27**)
 - Mid-Year Budget & Report of Finance Committee
 - ADU report results
- March
 - Bus tour re: Green Line land use issues – Thursday, March 2 from 1 pm to 5 pm starting at the SBCCOG office
 - Legislative Meet and Greet – March 10, 8:30 am – 10:00 am
 - Special Meeting? Combine Transportation with Steering committee for presentation and discussion of Green Line extension EIR
 - General Assembly – March 23 – 9 am – 3 pm
- April
 - Status of each city's efforts re: Energy and Climate Recognition Program
 - Sheriff Luna – confirmed @ 5:30 pm
 - Supervisor Mitchell – she is confirmed – are we ok with this?
 - Green Line review/comments re: Draft EIR
 - Quarterly Reports
 - Department of Public Health quarterly reports – Lindsey Lastra
 - Area G Update – Brandy Villanueva
- May
 - Caltrans District 7 Director – Gloria Roberts – confirmed
 - Stephanie Wiggins, Metro CEO – tentatively confirmed
- Future meeting possible speakers invited – waiting on responses:
 - Mayor Karen Bass, City of Los Angeles
 - Supervisor Hahn, Chair of the Board of Supervisors
 - Justin Erbacci, LAX General Manager
 - Gene Seroka, Port of Los Angeles General Manager

H. Mid-Year Budget – **12:30 pm**

- To be sent separately
- **ACTION:** Provide direction

I. Finance Committee Report – **12:45 pm**

- Intention to Raise dues – attached (**Pages 29-38**)
- Addition to Financial Policy Procedures from Finance Committee – attached (**Page 39**)
- **ACTION:** Recommend Board approval

J. Approval of Invoices – to be sent separately – **12:55 pm**

- **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS

K. General Assembly Planning Update – 1:00 pm

- Sponsorships
- Logistics
- Audio Visual Services Contract – attached (Pages 41-43)
 - **ACTION:** Recommend Board approval
- Program
- Please RSVP

L. Request for Legislation in the coming state session – 1:10 pm

- Update at the meeting

M. Local Travel Network – 1:15 pm

- Update at the meeting

N. South Bay Fiber Network – 1:20 pm

- Update - March Steering Comm to approve contractor for LATA grant
- SBFN Work Order #6 – attached (Pages 45-49)
 - **ACTION:** Recommend Board approval

O. SCAG REAP 1.0 and 2.0 Update – 1:25 pm

- REAP 1.0 projects – ADU, Commercial Redevelopment, Housing Education
- REAP 2.0 projects pending – earmark of \$585,856, formal applications due in March - Anticipating funding to be available by June 2023.
 - Housing Trust Fund formation steps
 - Implementation of Commercial Redevelopment into Housing using Other to Residential Toolkit
- Metro REAP 2.0 project funds – applied for Three Mobility Projects to Support Neighborhood Oriented Development and Sustainable Housing in the South Bay
 - Educational support for Micro-Mobility and the Local Travel Network implementation
 - Feasibility Study for the Siting and Development of 4 Neighborhood Mobility Hub Pilot Projects in Disadvantaged Communities in the South Bay
 - State of Micro-Mobility and Housing Study in the South Bay – data collection and evaluation

P. Update on South Bay Environmental Services Center Activities – attached – 1:30 pm (Pages 51-55)

- Potential Grants being pursued
 - So. Cal. Gas Company Regional Ambassador Program – application submitted 12/29/22

Q. Homeless Services report – 1:35 pm

- Client Aid status of disbursements – attached (Page 57)
- Updates re:
 - County Governance changes and new funding
 - Homeless Count

R. Update on Senior Services – 1:45 pm

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES – 1:50 pm

IX. NEXT STEERING COMMITTEE – Monday, March 13, 2023 @ 12:00 noon – in person

S. BROWN ACT AB 2449, a quorum must be in person. Participating virtually is possible under certain circumstances for just cause (up to 2 times per year) or for emergency circumstances (no more than 3 consecutive months or 20% of meetings per year).

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Feb. 1, 2023 Ad Hoc Finance Committee Meeting

The items and recommendations that follow were discussed by the Ad-Hoc Finance Committee at their February 1, 2023 meeting with the below attendees present:

- SBCCOG Board Members:
 - John Cruikshank, Rancho Palos Verdes
 - Rodney Tanaka, Gardena
 - Bill Uphoff, Lomita
 - Bea Dieringer, Rolling Hills
 - Bernadette Suarez, Lawndale
- City Managers:
 - Ara Mhuranian, Rancho Palos Verdes
 - Von Norris, Hawthorne



Dues & Assessment

Overview

- Last dues increase FY 2019-2020
- FYs 2016-2020 Dues were increased by a total of \$20,000 per year split among each member by formula to fund reserve
- Planning Assessment FYs 2021-22 and 2022-23



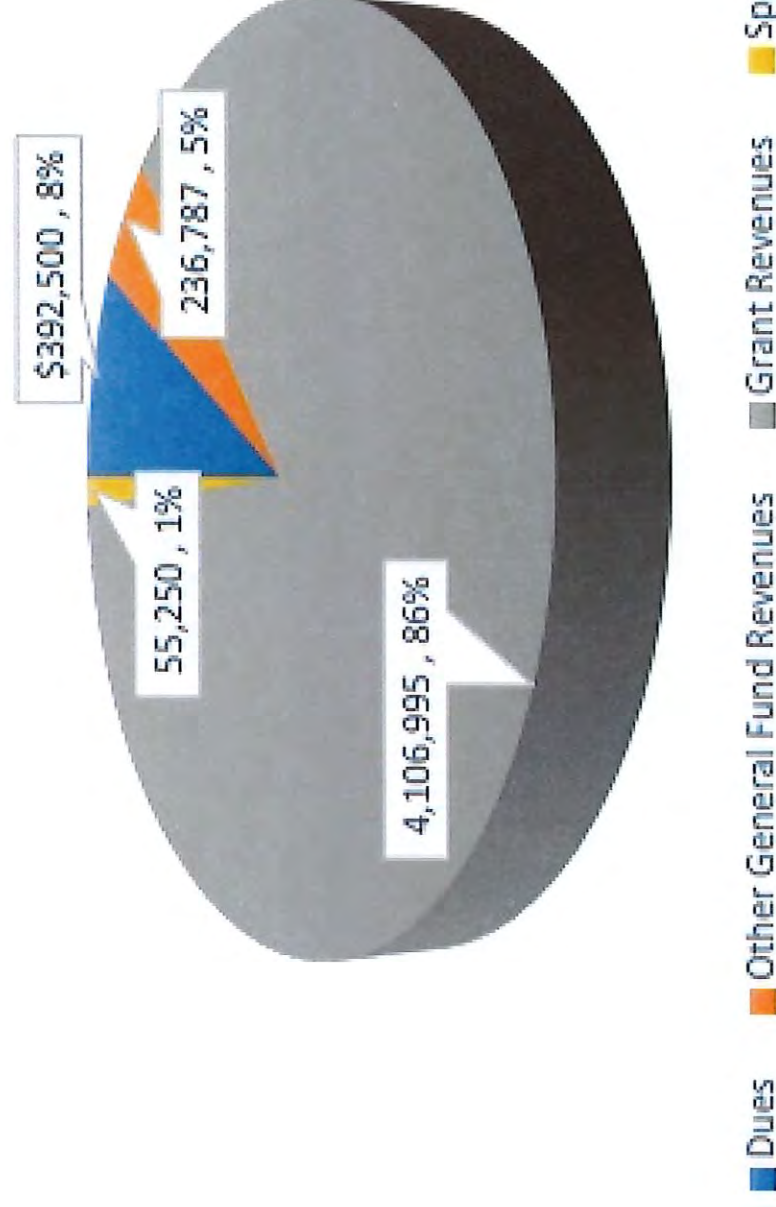
Dues & Assessment – Dues History

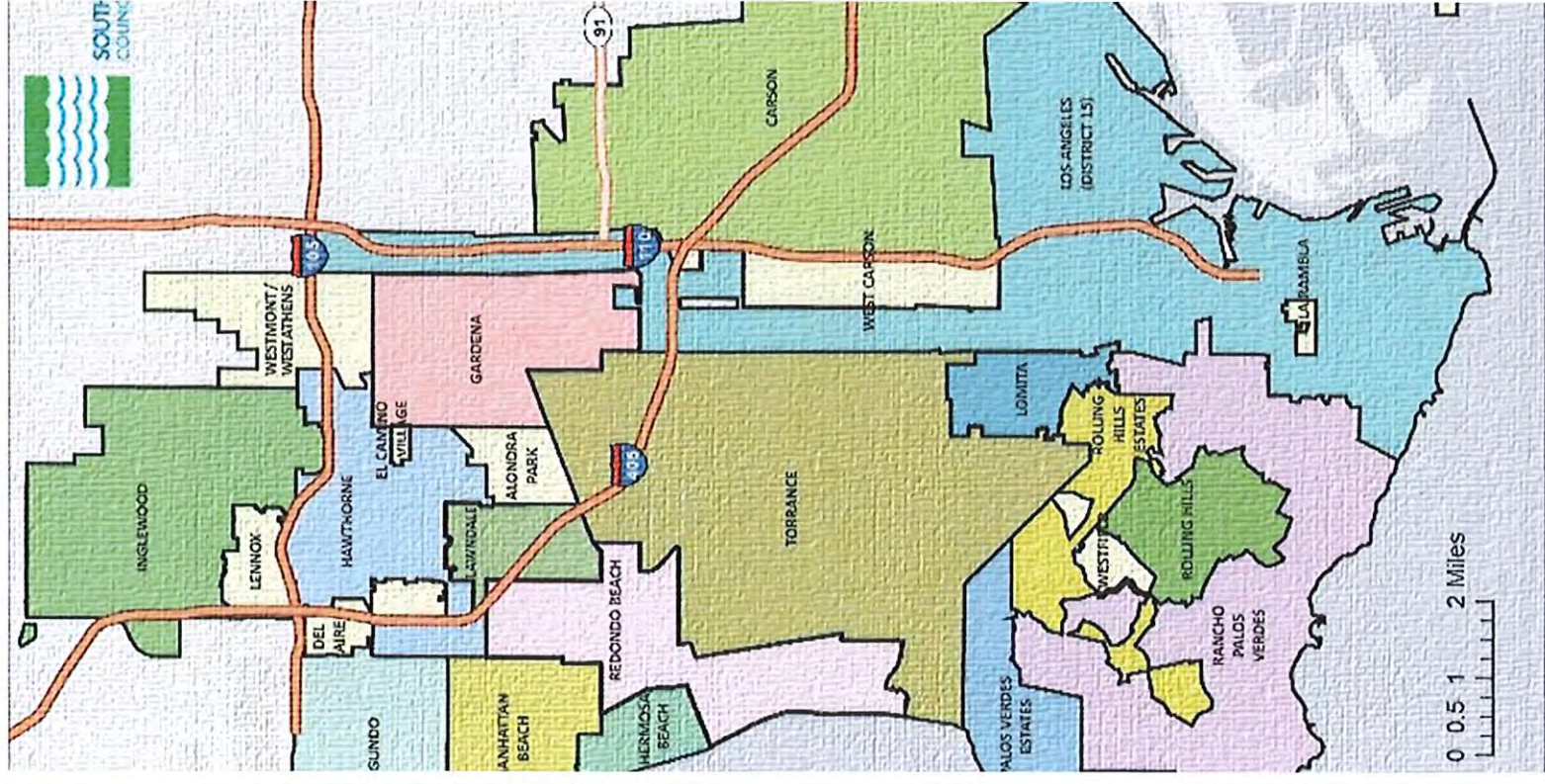
CITY	2015-2016 Increase \$20,000/yr.	2016-2017 Increase \$20,000/yr.	2017-2018 Increase \$20,000/yr.	2018-2019 Increase \$20,000/yr.	2019-2020 Increase \$20,000/yr.
CARSON	\$ 21,360	\$ 22,727	\$ 24,094	\$ 25,461	\$ 26,828
EL SEGUNDO	\$ 13,178	\$ 14,021	\$ 14,865	\$ 15,708	\$ 16,551
GARDENA	\$ 17,358	\$ 18,469	\$ 19,580	\$ 20,691	\$ 21,802
HAWTHORNE	\$ 21,817	\$ 23,214	\$ 24,610	\$ 26,006	\$ 27,403
HERMOSA BEACH	\$ 9,608	\$ 10,223	\$ 10,837	\$ 11,452	\$ 12,067
INGLEWOOD	\$ 32,344	\$ 34,414	\$ 36,484	\$ 38,554	\$ 40,624
LAWDALE	\$ 11,398	\$ 12,127	\$ 12,856	\$ 13,586	\$ 14,315
LOMITA	\$ 8,555	\$ 9,103	\$ 9,650	\$ 10,198	\$ 10,745
LOS ANGELES	\$ 36,758	\$ 39,111	\$ 41,463	\$ 43,816	\$ 46,168
MANHATTAN BEACH	\$ 13,880	\$ 14,768	\$ 15,656	\$ 16,545	\$ 17,433
PALOS VERDES ESTATES	\$ 8,077	\$ 8,594	\$ 9,111	\$ 9,628	\$ 10,145
RANCHO PALOS VERDES	\$ 12,361	\$ 13,153	\$ 13,944	\$ 14,735	\$ 15,526
REDONDO BEACH	\$ 19,294	\$ 20,529	\$ 21,764	\$ 22,999	\$ 24,234
ROLLING HILLS ESTATES	\$ 7,143	\$ 7,601	\$ 8,058	\$ 8,515	\$ 8,972
ROLLING HILLS	\$ 4,942	\$ 5,259	\$ 5,575	\$ 5,891	\$ 6,207
TORRANCE	\$ 36,758	\$ 39,111	\$ 41,463	\$ 43,816	\$ 46,168
COUNTY OF LOS ANGELES	\$ 37,668	\$ 40,078	\$ 42,489	\$ 44,900	\$ 47,311
Total Dues:	\$ 312,500	\$ 332,500	\$ 352,500	\$ 372,500	\$ 392,500



Dues Vs Outside Funding

ESTIMATED REVENUES FY 2022-2023: \$4,791,532





Programs & Activities Fully or Partly Funded with General Funds

- SBCCOG Board & Steering Committee & Working Groups
- Board Education, Networking, & Go-See Trips
- Legislative tracking & Advocacy
- General Assembly
- Board Special Projects (examples: coyotes, housing trust, solar, big data)
- Electric Vehicle infrastructure & adoption
- Climate Action & Adaptation
- SBCCOG Organizational Promotion - website, newsletter, social media
- All New Program Development
- Volunteer Program
- Grant Development & Applications

Unfunded Opportunities

Missing opportunities that we don't have resources to work on:

- Placer A.I. (data)
- Legislative tracking & Advocacy – lobbyist that cities could share
- Board Special Projects (examples: coyotes, housing trust, solar, big data)
- Electric Vehicle Infrastructure & Adoption
- Renewable Energy – Solar
- Micro-grid
- Climate Action & Adaptation
- SBCCOG Enhanced Organizational Promotion - website, newsletter, social media
- New Program Development/Grant Opportunities
- Growing Volunteer Program
- Grant Development & Applications – grant writer



Dues & Assessment - CPI

CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Calendar		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Year														
2020		3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6
2021		0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8
2022		7.5	7.4	8.5	7.9	8.0	8.6	7.7	7.6	7.8	7.5	6.0	4.9	7.4

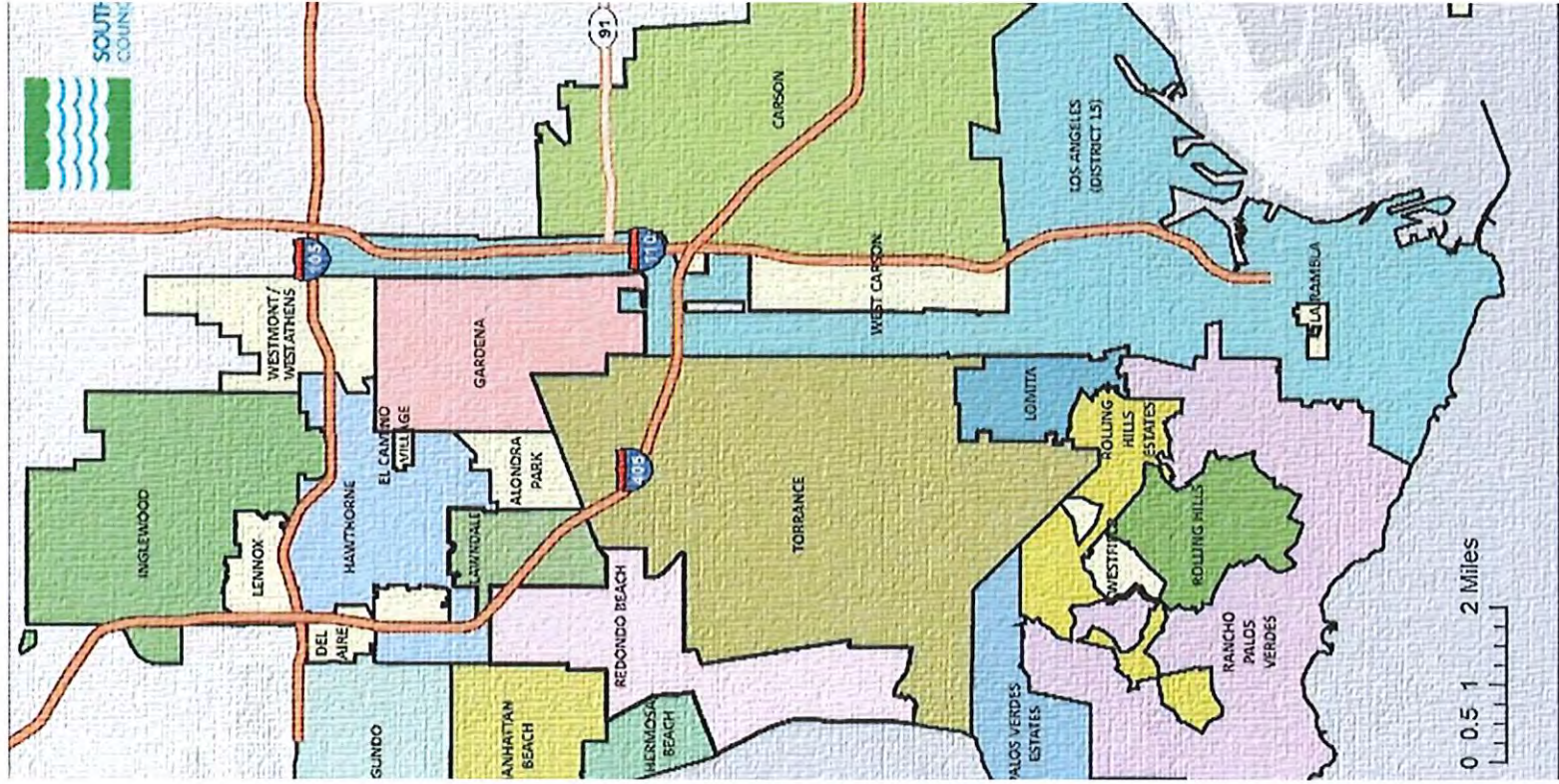


Dues & Assessment - Scenarios

City of/Entity	Special Assessment Fee	Current Membership Dues	Total Billed	Scenario 1 Dues & Assessment 2020-21 CPI Increase* of 3.9% 2021-22 CPI Increase* of 7.7%	Scenario 2 Dues Combined w/ Assessment (Existing Formula) \$20,000 total increase	Scenario 3 Scenario 2 + with CPI Average Increase for 3 yrs 2020-22 (4.5%)
Carson	4,500	26,828	31,328	34,962	31,954	33,392
El Segundo	2,000	16,551	18,551	20,703	19,714	20,601
Gardena	3,250	21,802	25,052	27,958	25,968	27,137
Hawthorne	4,500	27,403	31,903	35,604	32,639	34,108
Hermosa Beach	2,000	12,067	14,067	15,699	14,373	15,020
Inglewood	4,500	40,624	45,124	50,358	48,387	50,564
Lawndale	3,250	14,315	17,565	19,603	17,050	17,818
Lomita	2,000	10,745	12,745	14,223	12,798	13,374
Los Angeles	4,500	46,168	50,668	56,545	54,990	57,464
Manhattan Beach	3,250	17,433	20,683	23,082	20,764	21,699
Palos Verdes Estates	2,000	10,145	12,145	13,554	12,084	12,627
Rancho Palos Verdes	3,250	15,526	18,776	20,954	18,493	19,325
Redondo Beach	3,250	24,234	27,484	30,672	28,865	30,164
Rolling Hills	2,000	6,207	8,207	9,159	7,393	7,726
Rolling Hills Estates	2,000	8,972	10,972	12,245	10,686	11,167
Torrance	4,500	46,168	50,668	56,545	54,990	57,464
County of Los Angeles	4,500	47,311	51,811	57,821	56,351	58,887
	55,250	392,499	447,749	499,688	467,499	488,536

*The base for computing the adjustment is the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles - Anaheim - Riverside based on the year 1982-1984 = 100 as published by the U.S. Department of Labor's Bureau of Labor Statistics - Reference: <https://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm>





Recommendation – Dues & Assessment

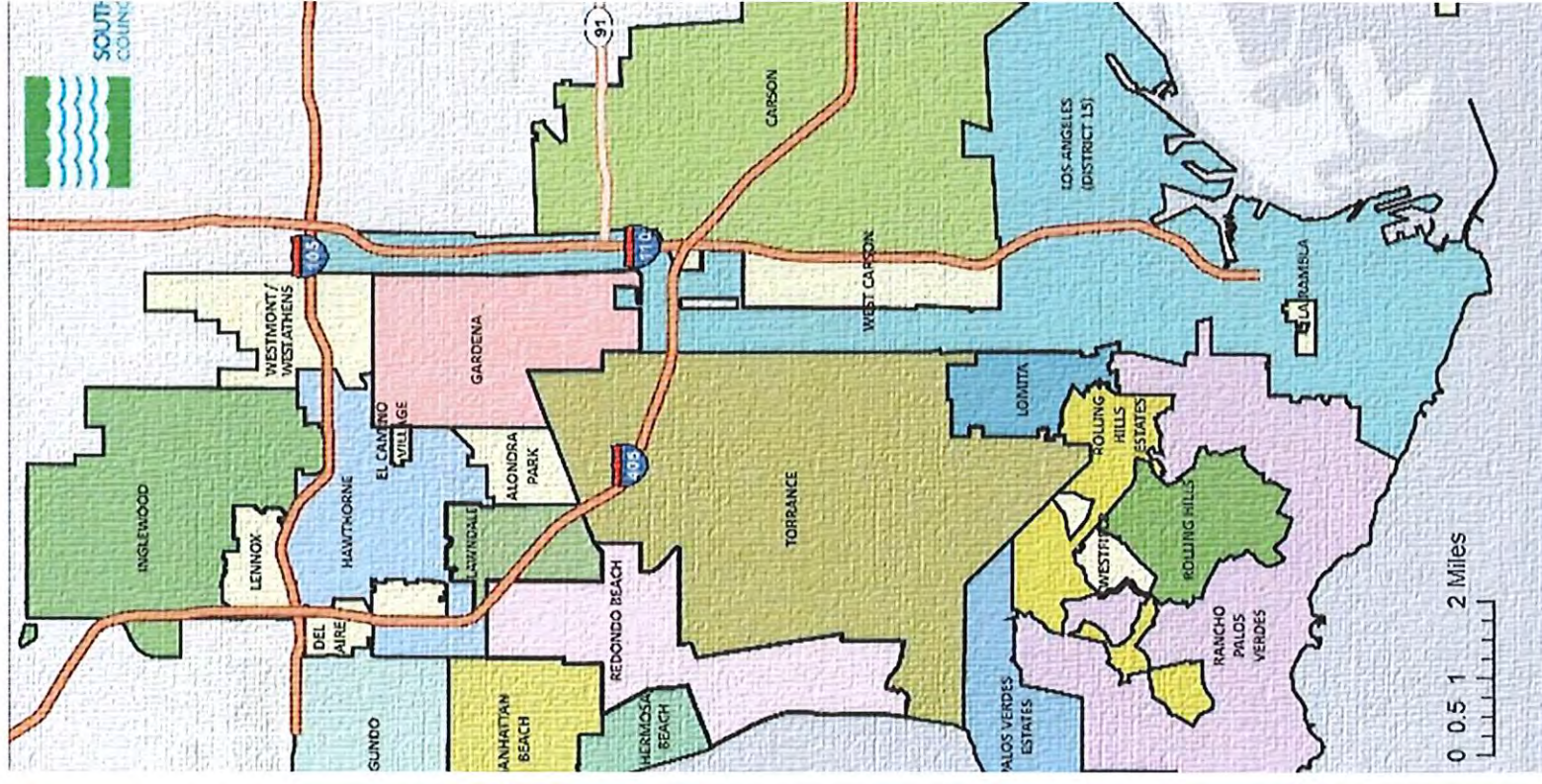
- Adopt Scenario #3 for FY 2023-24
 - Combines the special assessment into the dues formula
 - Adjusts budget to begin to account for CPI
- Adopt budget adjustment annually based on CPI capped at 5%
- FY 2023-24 -Re-evaluate reserve amount by looking at shutdown costs per policy to do this every 5 years

MOTION TO RECOMMEND:

Uphoff/Cruikshank - Dieringer no

Schedule – Dues & Assessment

- Notify the Board in Feb. 2023 that an increase is being considered
- Determine recommended dues for budget preparation at April 2023 Steering Committee meeting
- Discussion of Budget at May 2023 Board meeting
- Action: Budget Adoption at June 2023 Board meeting



South Bay Cities Council of Governments

February 13, 2023

TO: SBCCOG Steering Committee
FROM: Ad Hoc Finance Committee
SUBJECT: Addition to Financial Policies

BACKGROUND

The SBCCOG has adopted policies which address authority to approve contract renewals. The Ad Hoc Finance Committee has reviewed those policies and does not recommend any changes to the following provisions which authorize:

- The Steering Committee to enter into contracts up to \$7,500 within budget & report to Board
- The Executive Director to enter into contracts up to \$2,500 within budget & report to Steering Committee
- The Steering Committee to approve regular monthly invoice payment once at the beginning of each fiscal year (ex. rent)

PROPOSED ADDITION

There are, however, additions to the adopted policies that would reduce delays and streamline our current process such as waiting for Board meeting approval for contracts dealing with no cost time extensions. Also, when there are contracts that are bringing revenue to the SBCCOG, we don't want to delay approvals. Therefore, the Finance Committee is recommending that the Executive Director can approve:

- All contracts that are no cost with no fiscal impacts
- Contract amendments for funding increases in the amount of \$25,000 or less for contracts that bring revenue to the SBCCOG

RECOMMENDATION

That the Board of Directors approve the proposed additions to SBCCOG Financial Policies from the Finance Committee.



[Back to Agenda](#)

CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.



CITY OF LAWNDAL
14717 BURIN AVENUE, LAWNDAL, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 6, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk *YH*

SUBJECT: Conference with Legal Counsel – Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4): One (1) case.

No public documents were forwarded to the City Clerk Department for this item.