



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, September 19, 2022 - 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. **PUBLIC SAFETY REPORT**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

Items 1 through 3, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **Biennial Review of the City's Conflict of Interest Code**
Recommendation: that the City Council authorize the City Manager to execute the 2022 Local Agency Biennial Notice no later than October 3, 2022, finding that an amendment is required to the City's Conflict of Interest Code.
2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2209-045 authorizing the payment of certain claims and demands in the amount of \$221,183.80

3. **Minutes of the Lawndale City Council Regular Meeting – September 6, 2022**
Recommendation: that the City Council approve.

G. ADMINISTRATION

4. **Notice of Completion - FY 2020-21 Annual Street Improvements Project (Project No. 2021-7 & 2021-8)**
Recommendation: that the City Council a) accept the project completion by Sequel Contractors Inc., for the FY 2020-21 Annual Street Improvements Project (CDBG and SB1 FY 2020-21) and b) authorize staff to file the notice of completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2020-21 Annual Street Improvements Project.
5. **2022 Pavement Management Program Update and Presentation Prepared by Bucknam Infrastructure Group, Inc.**
Recommendation: that the City Council a) approve the Final Report of the 2022 Pavement Management Program (PMP) Update and b) adhere to the City's goal of achieving a Pavement Condition Index (PCI) of 80 by FY 2027.
6. **Adopt Resolution authorizing a Reward for Information Leading to the Arrest and Conviction of the Criminal Suspect in the August 28, 2022 Fatal Hit-and-Run Traffic Collision in the City of Lawndale**
Recommendation: that the City Council a) adopt Resolution No. CC-2209-046 authorizing a reward in an amount up to \$10,000 for information leading to the arrest and conviction of the criminal suspect in the August 28, 2022 fatal hit-and-run traffic collision in the City of Lawndale; and b) authorize the Finance Director/City Treasurer to appropriate funds from account number 100-110-540.310 in an amount up to \$10,000 to pay such reward as may be appropriate, should a suspect be identified and convicted in this fatal hit-and-run traffic collision, within the requirements and timelines noted in this report and attachments.
7. **Agreement for Geographic Information System (GIS) Services**
Recommendation: that the City Council approve the agreement with Lightbox.
8. **Revise 2021-2029 General Plan Housing Element Sixth Cycle Resolution as per State Department of Housing and Community Development's request**
Recommendation: that the City Council approve revisions to Resolution No. CC-2022-004 adopting the Sixth Cycle General Plan Housing Element Update with HCD's required edits.

H. CITY MANAGER REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

9. **Mayor/City Councilmembers Report of Attendance at Meetings and/or Event**

J. CLOSED SESSION

10. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, October 3, 2022, 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 accommodations 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 September 19, 2022 was posted not less than 72 hours prior to the meeting.

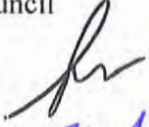
Cynthia Rodriguez, Administrative Assistant



CITY OF LAWDALE

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

September 19, 2022

TO: Honorable Mayor and City Council
FROM: Sean M. Moore, City Manager 
PREPARED BY: Yvette Hall, Assistant City Clerk 
SUBJECT: **Biennial Review of the City's Conflict of Interest Code**

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code of Designated Positions and reporting categories every two years to determine if it is accurate or, alternatively, if an amendment is required. A Conflict of Interest Code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

STAFF REVIEW

On or before July 1 of each even-numbered year, the code reviewing body (the City Council) must notify their jurisdiction to review its Conflict of Interest Code. On June 6, 2022 the City Council was notified of the requirement to review its Conflict of Interest Code.

By October 3, 2022 a Local Agency Biennial Notice must be filed with the code reviewing body indicating whether an amendment is necessary.

The City's current Conflict of Interest Code was approved by City Council in September 2020 and is in compliance with these requirements.

Staff has reviewed the Conflict of Interest Code and determined that an amendment is necessary. The addition of new position(s) and revised disclosure categories will be reviewed. Within 90 days of filing the Local Agency Biennial Notice, the amendment must be submitted for approval by the City Council.

LEGAL REVIEW

None.

FUNDING

None.

City Council Meeting – September 19, 2022
Biennial Review of the City's Conflict of Interest Code

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the 2022 Local Agency Biennial Notice no later than October 3, 2022, finding that an amendment is required to the City's Conflict of Interest Code.

Attachments: 1. 2022 Local Agency Biennial Notice
2. Current Conflict of Interest Code, Resolution No. CC-2009-050

2022 Local Agency Biennial Notice

Name of Agency: City of Lawndale
Mailing Address: 14717 Burin Avenue, Lawndale, CA 90260
Contact Person: Yvette Hall, Assistant City Clerk Phone No. 310-973-3213
Email: yhall@lawndalecity.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other (describe) Addition of new position(s), existing position(s) and revisions to disclosure categories will be reviewed.

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer
Sean M. Moore, City Manager

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

City of Lawndale, 14717 Burin Avenue, Lawndale, CA 90260

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. CC-2009-050

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AMENDING THE CITY'S CONFLICT OF INTEREST CODE
BY UPDATING THE POSITIONS DESIGNATED IN THE CODE**

WHEREAS, the Political Reform Act of 1974 ("Act"), California Government Code Section 81000, et seq., requires every state or local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, the Act requires that every local agency review its conflict of interest code every two years; and

WHEREAS, on June 1, 2020, the Lawndale City Council directed the City's staff and the City Attorney to review the *Conflict of Interest Code of the City of Lawndale, California* ("Code") and submit their findings to the City Council no later than October 1, 2020; and

WHEREAS, all persons designated in an agency's conflict of interest code must file a Statement of Economic Interests (FPPC Form 700) within 30 days of assuming or leaving office and once annually while in office; and

WHEREAS, the City Clerk is designated as the filing official for Form 700s and must notify all officials designated in the conflict of interest code of their reporting obligations; and

WHEREAS, City staff and the City Attorney have recommended certain revisions of the designated positions delineated in Appendices "A" Code; and

WHEREAS, the City Council has reviewed the recommendations of the staff and City Attorney determined that the recommendations are appropriate.

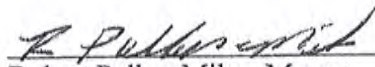
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The *Conflict of Interest Code of the City of Lawndale, California*, attached hereto as Exhibit "A", is hereby adopted and all previous versions of the Code are rescinded.

SECTION 2. The City Clerk Department is directed to notify those persons whose positions are newly designated in the Code of their obligation to file Statements of Economic Interests, FPPC Form 700, as required by state law, with an Assuming Office date of October 1, 2020.

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 21st day of September, 2020.

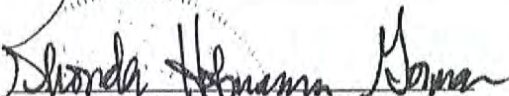

Robert Pullen-Miles, Mayor

ATTEST:

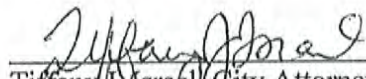
State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, 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-2009-050 at a regular meeting of said Council held on the 21st day of September, 2020, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Bernadette Suarez, Mayor Pro Tem	X				
Pat Kearney	X				
James H. Osborne	X				
Daniel Reid	X				


Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:


Tiffany W. Israel, City Attorney

CONFLICT OF INTEREST CODE OF THE CITY OF LAWDALE, CALIFORNIA

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix "A" designating officials and employees and Appendix "B" establishing disclosure categories shall constitute the conflict of interest code of the City of Lawndale, California.

Designated employees shall file their statements with the City of Lawndale which will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the City of Lawndale.

APPENDIX "A"

DESIGNATED POSITIONS*

DISCLOSURE CATEGORY

City Attorney's Office
Assistant City Attorney

1(a),(b),(c)

Administrative Services Department
Assistant to the City Manager/Director of Human Resources

1(a),(b),(c)

City Clerk's Department
City Clerk
Assistant City Clerk
Deputy City Clerk
Administrative Assistant II

1(a),(b),(c)
1(a),(b),(c)
2(b), 3(b)
2(b), 3(b)

Community Development Department
Director of Community Development
Senior Planner
Associate Planner
Assistant Planner
Building & Safety Plan Check Engineer
Building Inspector
Building Permit Technician
Administrative Assistant II

1(a),(b),(c)
1(a), 4(a),(b),(c), 5(a)
2(a), 4(a), (b),(c), 5(a)
2(a), 4(a),(b),(c), 5(a)
3(a),(b),(c), 4(a),(b),(c)
3(a),(b),(c), 4(a),(b),(c)
4(a),(b),(c)
2(b), 4(b)

Community Services Department
Director of Community Services
Community Services Supervisor
Community Services Coordinator
Administrative Assistant II
Recreation Coordinator

1(a),(b),(c)
2(b), 4(b), 5(b)
2(b), 5(b)
2(b), 5(b)
2(b), 5(b)

Finance Department
Accounting Manager
Payroll/Accounting Specialist
Accounting Specialist

2(a), 4(a)(b), 5(b),(c)
2(a), 4(a),(b),(c), 5(c)
2(a), 4(a),(b),(c), 5(c)

Municipal Services Department
Director of Municipal Services
Municipal Services Supervisor
Code Enforcement Officer I
Code Enforcement Officer II
Municipal Services Officer I
Municipal Services Officer II

1(a),(b),(c)
2(b), 3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)

Administrative Assistant II

2(b), 4(a),(b),(c)

Public Works Department

Director of Public Works

1(a),(b),(c)

Assistant Engineer

2(b), 3(a),(b),(c), 4(b), 5(b)

Associate Engineer

2(b), 3(a),(b),(c), 4(b), 5(b)

Public Works Maintenance Supervisor

2(b), 3(a),(b),(c), 4(b), 5(b)

Public Works Inspector

3(b),(c), 4(a),(b),(c)

Administrative Analyst

2(b), 5(b)

City Council Advisory Bodies

Parks, Recreation, and Social Service Commissioners

2(b) 5(b),(c)

Consultants**

* This list includes filers who are required to file Statements of Economic Interests under the City's Conflict of Interest Code. Some filers are already required to do this under state law, including all councilmembers, members of the Planning Commission, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments, to candidates for any of these offices at any election (Cal. Government Code section 87200).

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX "B"

DISCLOSURE CATEGORIES

Definitions

- The term "City" includes the Lawndale Successor Agency, Lawndale Housing Authority, the Lawndale Cable Usage Corporation and the Lawndale Public Financing Authority.
- The term "interest in real property" has the meaning given in GC 82033.
- The term "investment" has the meaning given in GC 82034.
- The term "income" has the meaning given in GC 82030, which includes gifts, loans, and travel payments.

Disclosure Category 1 - Designated employees must report:

- (a) All interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within the boundaries of the City of Lawndale. No disclosure need be made concerning the principal residence of the designated employee.
- (b) All investments and business positions in business entities located within or subject to the jurisdiction of the City of Lawndale, or if the business entity is doing business or planning to do business in the City of Lawndale, or has done business within the City of Lawndale at any time during the two years prior to the filing of the statement.
- (c) All income from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Disclosure Category 2 - Designated employees have duties that include contracting or purchasing and must report:

- (a) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the City.
- (b) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the designated employee's department or division.

Disclosure Category 3 - Designated employees have duties that relate to construction and must report:

- (a) Investments and business positions in and income from business entities engaged in building or material supply.
- (b) Investment and business positions in and income from, business entities engaged in the construction of public works projects and related services, including equipment and machinery.
- (c) Investments and business positions in and income from business entities engaged in construction and related services, including equipment and machinery.

Disclosure Category 4 - Designated employees have duties that include the issuance or enforcement of City permits and licenses and must report:

- (a) Investments and business positions in and income from business entities which are or could reasonably be expected to become licensed or taxed by the City of Lawndale.
- (b) Investments and business positions in and income from business entities which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.
- (c) Interests in real property which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.

Disclosure Category 5 - Designated employees must report:

- (a) Investments, business positions in, and income from business entities which engage in land development, construction or related to the acquisition or sale of real property.
- (b) Investments and business positions in and income from entities which provide training, services or facilities of the type utilized by the City.
- (c) Investments and positions in and income from a nonprofit organization located or operating in the City of Lawndale if the source is of the type to receive grants or other monies from the City.

RESOLUTION NO. CC-2209-045

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$221,183.80**

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

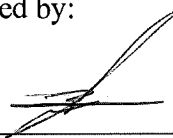
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

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 203173 through 203241
for the aggregate total of \$221,183.80 are hereby authorized.

Effective Date: September 19th, 2022

Approved by:



Hrant Manuelian, Director of Finance

PASSED, APPROVED AND ADOPTED this 19th day of September, 2022.

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-2209-045 at a regular meeting of said Council held on the 19th day of September, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
9/1/2022	203173	203200		65,720.60
9/1/2022	203201	203203		3,477.41
9/8/2022	203204	203239		149,726.93
9/8/2022	203240	203241		2,258.86
Total Checks				221,183.80

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			221,183.80

Check Register Report

Date: 08/31/2022
Time: 5:19 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							
203173	09/01/2022	Printed		7961	6 STRING KING	2022 BLUES FESTIVAL	1,000.00
203174	09/01/2022	Printed		7836	BUCKNAM INFRASTRUCTURE GROUP	PAVEMENT MGMT SYSTEM -	18,984.06
203175	09/01/2022	Printed		4049	CALIF CITY MGMT FOUNDATION	2022/23 MEMBERSHIP DUES	400.00
203176	09/01/2022	Printed		0163	CAPITAL OF SOUTH BAY INC.	LIGH SWITCH FOR PWD	77.01
203177	09/01/2022	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,896.24
203178	09/01/2022	Printed		7564	COLANTUONO, HIGHSMITH, &	SCE COALITION SHARE OF COSTS -	237.88
203179	09/01/2022	Printed		7767	ERICK ESCAMILLA	PLANNING COMMISSION STIPEND	50.00
203180	09/01/2022	Printed		0242	FEDEX	OVERNIGHT SHIPPING CHARGE	37.78
203181	09/01/2022	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE FOR PWD	85.80
203182	09/01/2022	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
203183	09/01/2022	Printed		7896	LAURIE MORVAN	2022 BLUES FESTIVAL	1,000.00
203184	09/01/2022	Printed		7959	SHAWN PACAOAN	PLANNING DEPOSIT REFUND	1,964.46
203185	09/01/2022	Printed		1140	PACIFIC TIRE SERVICE	OIL CHANGE&BATTERY REPLACEMENT	780.00
203186	09/01/2022	Printed		7960	ERIC PAK	DEMOLITION DEPOSIT REFUND	225.00
203187	09/01/2022	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
203188	09/01/2022	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY OVERALL CHARGES	228.38
203189	09/01/2022	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,667.51
203190	09/01/2022	Printed		1071	SHOETERIA INC.	PWD MAINTENANCE CREW	1,540.16
203191	09/01/2022	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
203192	09/01/2022	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
203193	09/01/2022	Printed		0435	SOUTH BAY CITIES COUNCIL	2022/2023 DOMINGUEZ CHANNEL	20,846.00
203194	09/01/2022	Printed		0462	TODD PIPE & SUPPLY LLC ANAHEIM	TOILET PARTS FOR CSD	853.52
203195	09/01/2022	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	3,958.64
203196	09/01/2022	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	46.99
203197	09/01/2022	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,630.29
203198	09/01/2022	Printed		0480	VISTA PAINT	GRAFFITI PAINT SUPPLIES	778.64
203199	09/01/2022	Printed		7939	VORTEX INDUSTRIES, LLC	INSTALL CONNECTION FOR CARD	615.00
203200	09/01/2022	Printed		7912	WESTERN WATER WORKS SUPPLY CO	WATER PRESSURE VALVE REDUCER	6,617.24
Total Checks: 28							65,720.60

Checks Total (excluding void checks):

Bank Total (excluding void checks):

Grand Total (excluding void checks):

Total Payments: 28

Total Payments: 28

65,720.60

65,720.60

Check Register Report

Date: 09/01/2022
Time: 9:49 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							
203201	09/01/2022	Printed		6608	BELLAGIO CAR WASH	CAR WASH - MAY 2022	100.00
203202	09/01/2022	Printed		7564	COLANTUONO, HIGHSMITH, &	SCE COALITION SHARE OF COSTS -	302.41
203203	09/01/2022	Printed		0236	EMPLOYMENT DEVELOPMENT DEPT	SUI REIMB PE 06/30/2022	3,075.00

Total Checks: 3

Checks Total (excluding void checks): 3,477.41

Total Payments: 3

Bank Total (excluding void checks): 3,477.41

Total Payments: 3

Grand Total (excluding void checks): 3,477.41

Check Register Report

Date: 09/07/2022
Time: 5:31 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							
203204	09/08/2022	Printed		0115	AT & T	LONG DISTANCE SERVICES	15.68
203205	09/08/2022	Printed		7963	BAYSIDE CONSTRUCTION SERVICES	DUPLICATE PAYMENT REFUND	616.93
203206	09/08/2022	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	12,495.00
203207	09/08/2022	Printed		7195	KEVIN BOWLER	PLANNING DEPOSIT REFUND	877.12
203208	09/08/2022	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JULY 2022	36,095.26
203209	09/08/2022	Printed		0163	CAPITAL OF SOUTH BAY INC.	STAIRCASE LIGHTS FOR CSD	115.54
203210	09/08/2022	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	2,862.50
203211	09/08/2022	Printed		7967	ESTELA CENICEROS	DEMOLITION DEPOSIT REFUND	2,622.90
203212	09/08/2022	Printed		7949	CHAPALA DANCE ACADEMY LLC	MEXICAN FOLKLORIC DANCE	2,460.00
203213	09/08/2022	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES - MARTIAL ARTS	930.00
203214	09/08/2022	Printed		7817	EVER AFTER EVENT PRODUCTIONS	INSTRUCTOR FEES - DANCE	822.63
203215	09/08/2022	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION SUPPLIES	815.73
203216	09/08/2022	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	122.24
203217	09/08/2022	Printed		7968	IKSHAT GANDHI	PLANNING DEPOSIT REFUND	829.52
203218	09/08/2022	Printed		7761	GOVINVEST INC	FY 22 GASB 75 VALUATION FEE	3,800.00
203219	09/08/2022	Printed		5180	HARRIS COMPUTER SYSTEMS	ANNUAL CITYVIEW SOFTWARE &	23,063.86
203220	09/08/2022	Printed		6557	HAWTHORNE HARDWARE	TRASH CAN FOR JANE ADAMS PARK	38.58
203221	09/08/2022	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASTICS	1,050.00
203222	09/08/2022	Printed		7964	MORGAN KISSELBURG	PLANNING DEPOSIT REFUND	1,066.87
203223	09/08/2022	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SVCS.-	33,582.00
203224	09/08/2022	Printed		7965	MASSI DESIGNS	PLANNING DEPOSIT REFUND	967.58
203225	09/08/2022	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
203226	09/08/2022	Printed		7962	BRENDAN O'REILLY	PLANNING DEPOSIT REFUND	774.45
203227	09/08/2022	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	792.51
203228	09/08/2022	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#503	25.00
203229	09/08/2022	Printed		6326	PACKAGE PRODUCTS & SERVICES IN	2022/23 ANNUAL FEE- OPRA WORK	8,044.80
203230	09/08/2022	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	305.96
203231	09/08/2022	Printed		5895	RICOH USA INC	OVERNIGHT SHIPPING CHARGE-	113.00
203232	09/08/2022	Printed		7932	HOMER O. SANTOS	PLANNING DEPOSIT REFUND	1,119.11
203233	09/08/2022	Printed		7800	STEVE DAVID SHEPARD	DEMOLITION DEPOSIT REFUND	825.00
203234	09/08/2022	Printed		6759	SMARTHIRE INC.	BACKGROUND CHECK - JULY 2022	166.56
203235	09/08/2022	Printed		3938	TRANSTECH ENGINEERS INC	STAFF AUGMENTATION SVCS -	4,875.00
203236	09/08/2022	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	355.00
203237	09/08/2022	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	2,557.00
203238	09/08/2022	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	1,030.06
203239	09/08/2022	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	2,877.08

Checks Total (excluding void checks): 149,726.93

Bank Total (excluding void checks): 149,726.93

Grand Total (excluding void checks): 149,726.93

Total Checks: 36

Total Payments: 36

Total Payments: 36

Check Register Report

Date: 09/08/2022
 Time: 12:42 pm
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203240	09/08/2022	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE THRU	1,117.67
203241	09/08/2022	Printed		0220	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT. APRIL-	1,141.19
Checks Total (excluding void checks):							2,258.86
Bank Total (excluding void checks):							2,258.86
Grand Total (excluding void checks):							2,258.86

Total Checks: 2

Total Payments: 2

Total Payments: 2

**MINUTES OF THE
LAWNDALDE CITY COUNCIL REGULAR MEETING
September 06, 2022**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:32 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

Other Participants: City Clerk Erica Harbison, City Manager Sean M. Moore, Partner, City Attorney's Office, Joseph Montes, Assistant to the City Manager/Human Resources Director Raylette Felton, Assistant City Clerk Yvette Hall, Los Angeles County Sheriff's Department Lieutenant Jose Salgado, Los Angeles County Fire Department Battalion Chief Ramon Valdoria, Acting Director of Community Development Jared Chavez, Community Services Director Mike Estes, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian

B. CEREMONIALS

Councilmember Suarez led the flag salute and Pastor Matthew Harbison with Lawndale Wesleyan Church provided the inspiration.

City Manager Moore announced and introduced the new Assistant City Clerk Yvette Hall.

Assistant City Clerk Yvette Hall thanked the City Council for the opportunity.

C. PUBLIC SAFETY REPORT

a. LA County Sherriff's Department Update

Los Angeles County Sheriff's Department Lieutenant Salgado summarized the recent law enforcement activities.

Councilmember Suarez requested an electronic copy of the fatal bicyclist hit and run flyer to post on the City's social media accounts to ask for the public's assistance with information on the incident.

b. LA County of Fire Department Update

Los Angeles County Fire Department Battalion Chief Valdoria summarized the recent local fire emergency activities.

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

District Representative of State Senator Steven Bradford's office, Jasmine Leon Guerrero, announced that Senator Steven Bradford will host a 6th Annual Men's Empowerment Summit in conjunction with KJLH Radio on September 17, 2022 and commended Councilmember Kearney for his attendance and assistance with the backpack giveaway event at the school resource fair.

Randal Abram, Resident, spoke about the drought and requested City Council review the Lawndale Municipal Code, artificial turf requirements, and should encourage drought tolerant landscaping.

Michelle Pino, Lawndale Library Manager, spoke about upcoming library programs and events.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the public comments.

Councilmember Kearney commended everyone for speaking.

Councilmember Suarez commended everyone for speaking.

Councilmember Cuevas concurred with Mr. Abram's comments regarding drought tolerant landscaping. Councilmember Cuevas requested staff review the Lawndale Municipal Code and bring back the item for City Council's review in October.

Mayor Pro Tem Hofmann Gorman commended everyone for speaking.

Mayor Pullen-Miles commended everyone for speaking. Mayor Pullen-Miles expressed his support for drought tolerant landscaping and requested staff review the Lawndale Municipal Code.

F. CONSENT CALENDAR

1. **Notice of Completion for Inglewood Avenue Phase I Street Improvements Project**
Recommendation: that the City Council (a) accept the project completion by Shawnan, for the Inglewood Avenue Phase I Street Improvement Project, (b) authorize staff to file the notice of completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Inglewood Avenue Phase I Street Improvement Project and (c) authorize staff to release 5% retention in the amount of \$52,805.12 for the Inglewood Avenue Phase I Street Improvement Project.
2. **Approve Resolution Amending the Memorandum of Understanding between the City of Lawndale and AFSCME**
Recommendation: that the City Council approve Resolution No. CC-2208-041, approving the First Amendment to the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36.
3. **Consideration of Claim Against the City**

Recommendation: that the City Council reject the claims filed by Jose Vasquez and Josefina Andrade, and Sara Aguilar and instruct staff to process the appropriate correspondence to the claimant.

4. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2209-044 authorizing the payment of certain claims and demands in the amount of \$670,005.58

5. **Minutes of the Lawndale City Council Regular Meeting – August 15, 2022**

Recommendation: that the City Council approve.

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

G. **ADMINISTRATION**

6. **Grant Funding Agreement with Los Angeles County for Measure A Technical Assistance Program (TAP)**

Recommendation: that the City Council (a) approve the attached Contract Services Agreement for Los Angeles County Regional, Parks and Open Space District Technical Assistance Program Funding between the City of Lawndale and Los Angeles County Regional, Parks and Open Space District; and (b) authorize the City Manager to execute the attached agreement.

Community Services Director Mike provided the staff report for the approval of Contract Services Agreement for Los Angeles County Regional, Parks and Open Space District Technical Assistance Program Funding between the City of Lawndale and Los Angeles County Regional, Parks and Open Space District.

Mayor Pullen-Miles clarified that these funds are for the development of a Teen Development Center that was allocated from the California state budget by former Assemblymember Autumn Burke.

Councilmember Cuevas inquired if the funds expire.

Community Services Director Mike responded that there is not a time limit to expend the funds.

Councilmember Suarez commended the former Assemblymember Autumn Burke and Mayor Pullen-Miles for attaining these funds for the community.

A motion was made by Councilmember Cuevas to approve the Contract Services Agreement for Los Angeles County Regional, Parks and Open Space District Technical Assistance Program Funding between the City of Lawndale and Los Angeles County Regional, Parks and Open Space District and authorize the City Manager to execute the agreement. Councilmember Kearney seconded the motion which carried by a vote of 5-0.

7. **Memorandum of Understanding with Los Angeles County Metro to Accept Local**

Return Funds for the Lawndale Beat Fixed-Route Transportation System Operations for FY 2019-2020

Recommendation: that the City Council authorize the Mayor, or City Manager to execute the required Memorandum of Understanding between the City of Lawndale and Los Angeles County Metropolitan Transportation Authority accepting \$37,343.00 in local return funds plus an additional \$22,357.00 in Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding for a total of \$59,700.00.

Community Services Director Estes provided the staff report for the Local Return Funds for the Lawndale Beat Fixed-Route Transportation System Operations for FY 2019-2020.

A motion was made by Councilmember Kearney to authorize the City Manager to execute the required Memorandum of Understanding between the City of Lawndale and Los Angeles County Metropolitan Transportation Authority accepting \$37,343.00 in local return funds plus an additional \$22,357.00 in Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding for a total of \$59,700.00. Councilmember Suarez seconded the motion which carried by a vote of 5-0.

H. CITY MANAGER REPORT

City Manager Moore spoke about the meeting he attended with the Lawndale Elementary School District and provided clarification on the agreements with the school district. City Manager Moore indicated that the agreements are user agreements and not lease agreements and that there is no dollar exchange. He further stated that the agreements are for maintenance of the properties. City Manager Moore commented that the City does allow drought tolerant landscaping and artificial turf and will bring the item back to City Council for a review. City Manager Moore commended the Municipal Services and Public Works Departments for working with the property owners to clear up an encampment area near the railroad tracks on Artesia Boulevard. He noted the City continues with providing homeless outreach services and shared one success story.

Mayor Pullen-Miles requested staff provide outreach services on Manhattan Beach Boulevard and Mansel Avenue.

City Manager Moore stated that staff will address this area and provided an update on the Caltrans right of way areas that have encampments.

I. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Kearney attended the ribbon cutting ceremony for the “We Rock the Spectrum Kids Gym” organization. Councilmember Kearney requested staff prepare a moratorium ordinance for rent control and an ordinance on administrative citation fees for distribution of non-permitted handbills and flyers.

Councilmember Suarez attended the Metro C Line (Green) Extension to Torrance Project open house at Leuzinger High School, South Bay Cities Council of Governments Board of Directors

meeting, ribbon cutting ceremony for the “We Rock the Spectrum Kid’s Gym” organization, and the Lawndale General Plan and Hawthorne Boulevard Specific Plan Update meeting.

Councilmember Cuevas attended the Metro C Line (Green) Extension to Torrance Project open house at Leuzinger High School, and participated in the Relay for Life Beach Cities event with Team Lawndale, met Victor Ibarra, a Southern California Gas representative, and Diane Forte, the Southern California Edison representative.

Councilmember Cuevas inquired if staff can review the pavement project on Kingsdale Avenue and 147th Street. Councilmember Cuevas reported a hazardous bump and will provide photos.

Councilmember Cuevas welcomed the new Assistant City Clerk Hall.

Councilmember Cuevas announced the City has updated the website to accept request for service online, including photos.

City Manager Moore provided additional information.

Councilmember Cuevas commended Information Technology Manager Bekim Berisha and City Manager Moore for updating the website with this new feature.

Mayor Pro Tem Hofmann Gorman attended the Metro C Line (Green) Extension to Torrance Project open house, ribbon cutting ceremony for the “We Rock the Spectrum Kid’s Gym” organization, Lawndale General Plan and Hawthorne Boulevard Specific Plan Update meeting and invited the residents to attend the meetings. Mayor Pro Tem Hofmann Gorman reminded all residents of the upcoming Blues Festival at Jane Addams Park.

Mayor Pullen-Miles attended the ribbon cutting ceremony for the “We Rock the Spectrum Kid’s Gym” organization, Metro C-Line (Green) Extension to Torrance Project meetings in Lawndale and Redondo Beach and voiced his concerns about the meetings. Mayor Pullen-Miles attended the Lawndale General Plan and Hawthorne Boulevard Specific Plan Update workshop and commended staff for the meeting. Mayor Pullen-Miles commended Councilmember Cuevas for attending the Relay for Life Beach Cities event.

J. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 7:32 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: / /2022



CITY OF LAWDALE

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

DATE: September 19, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Interim Public Works Director

SUBJECT: Notice of Completion - FY 2020-21 Annual Street Improvements Project
(Project No. 2021-7 & 2021-8)

BACKGROUND

On August 2, 2021, the City Council awarded a construction contract to Sequel Contractors Inc., for Fiscal Year (FY) 2020-21 Street Improvement Project (Community Development Block Grant Project (CDBG) and SB1). The scope of work included cold milling and placement of conventional asphalt pavement overlay; reconstruction of various sidewalks, driveways, curb ramps to meet the requirement of the Americans with Disabilities Act (ADA); street striping; and other appurtenant work.

The list of streets for the FY 2020-21 Annual Street Improvement Project are as follows:

CDBG - FY 2020- 21		
Street Name	Construction Limits	Quantity
Manhattan Beach Blvd service road	From Eastwood Ave. to Rixford Avenue	20,000 SF
Eastwood Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
Sayler Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
Osage Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
Avis Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
SB 1 - FY 2020- 21		
Street Name	Construction Limits	Quantity
167 th Street	From Hawthorne Blvd. to Freeman Ave.	30,000 SF
161 st Street	From Inglewood Ave. to Grevillea Ave.	60,000 SF

On October 18, 2021, subsequently the City Council approved Change Order No. 1 for improving additional street segments by using the 2009 Tax Allocation Bonds fund balance. The following five (5) street segments were added to the original project list:

Street Name	Construction Limits	Quantity
156 th Street	From Inglewood Avenue to Condon Avenue	13,530 SF
165 th Street	From Hawthorne Boulevard to East End	30,510 SF
167 th Street	From Freeman Avenue to 168 th Street	20,250 SF
Condon Avenue	From 156 th Street to Manhattan Beach Boulevard	15,680 SF
Rixford Avenue	From Manhattan Beach Service Road to North End	8,500 SF

STAFF REVIEW

The annual street improvements project has been completed in conformance with the project plans and specifications. The construction management and inspection were performed by the in-house staff.

FISCAL IMPACT

The original contract amount with Sequel Contractors Inc., was \$973,400 while the final completed contract amount is \$1,272,249.04, which included additional improved street segments in the amount of \$547,030. The approved contingency was \$228,070. The project was included in the City's Fiscal Year 2020-21 Capital Improvement Program and was funded by Measure M, Senate Bill (SB1) Road Maintenance and Rehabilitation Account (RMRA) funds, Community Development Block Grant (CDBG) funds, General Fund for Maintenance of Effort (MOE), and the 2009 Tax Allocation Bond Fund for a total amount of \$1,500,319.04.

RECOMMENDATION

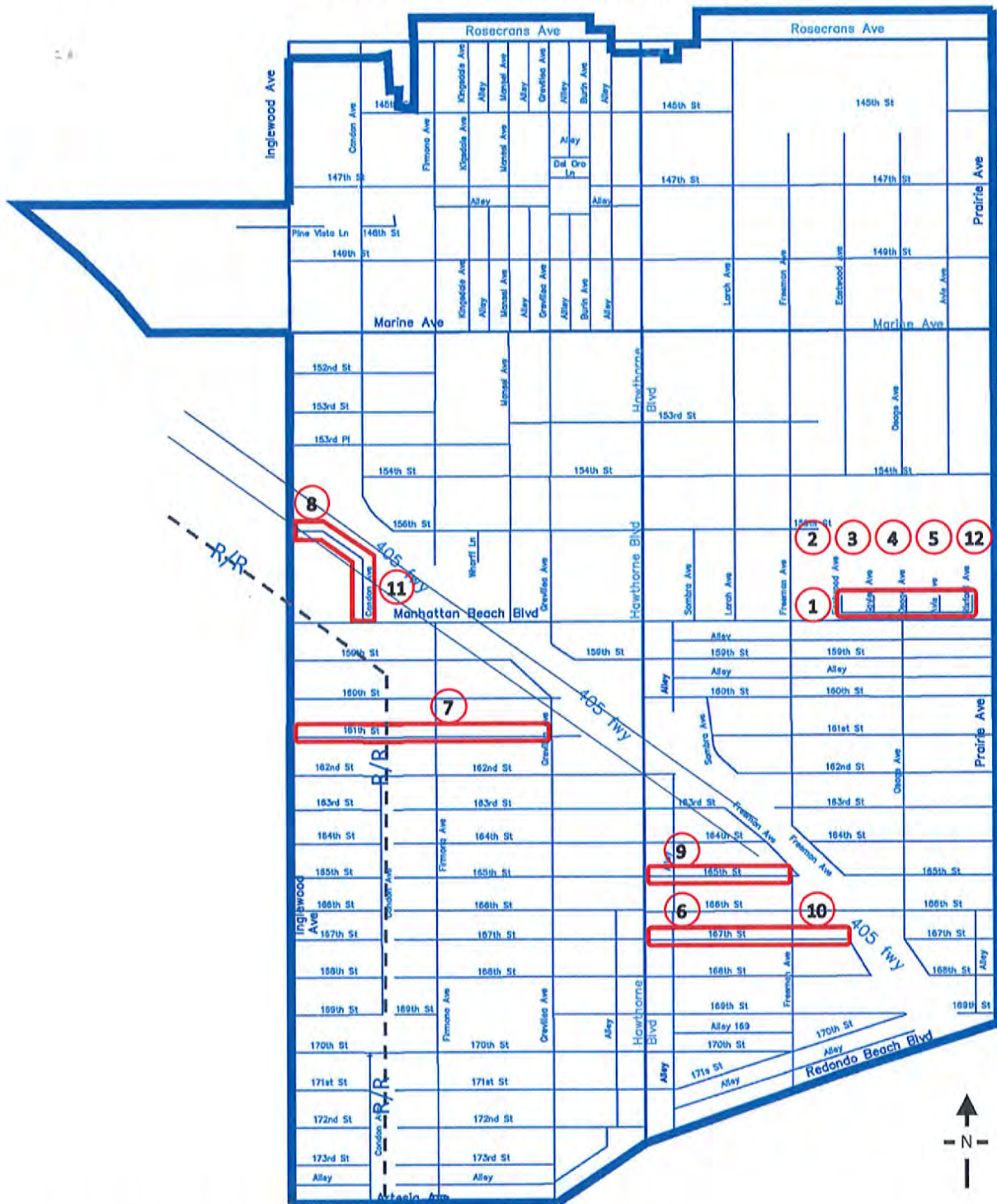
Staff recommends that the City Council:

1. Accept the project completion by Sequel Contractors Inc., for the FY 2020-21 Annual Street Improvements Project (CDBG and SB1 FY 2020-21).
2. Authorize staff to file the notice of completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2020-21 Annual Street Improvements Project.

ATTACHMENT

1. Location Map of the completed project

FY 2020-21 ANNUAL STREET IMPROVEMENT PROJECT PROJECT LOCATION MAP



1. Manhattan Beach Boulevard Service Road – Eastwood Ave to Rixford Ave
2. Eastwood Avenue – Manhattan Beach Blvd to North End
3. Sayler Avenue – Manhattan Beach Blvd to North End
4. Osage Avenue – Manhattan Beach Blvd to North End
5. Avis Avenue – Manhattan Beach Blvd to North End
6. 167th Street – Hawthorn Blvd to Freeman Ave
7. 161 Street – Inglewood Ave to Grevillea Ave
8. 156th Street – Inglewood Ave to Condon Ave
9. 165th Street – Hawthorne Blvd to East End
10. 167th Street – Freeman Ave to 168th St
11. Condon Avenue – 156th St to Manhattan Beach Boulevard
12. Rixford Avenue – Manhattan Beach Blvd to North End



CITY OF LAWDALE

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

DATE: September 19, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Interim Public Works Director

SUBJECT: 2022 Pavement Management Program Update and Presentation Prepared by Bucknam Infrastructure Group, Inc.

BACKGROUND

In 2016, the City of Lawndale (City) completed the Pavement Management Program (PMP) which generated a comprehensive report of the Citywide Pavement Condition Index (PCI) for all streets. PCI is a condition rating that ranges from 100, a new pavement section, to 0 for a section that has structurally failed and deteriorated dramatically. The PCI, is utilized on an annual basis to establish a street list for capital improvements. The City has 45 centerline miles of paved surfaces, comprised of 24 miles of local streets, 6.7 miles of collector streets, 9.1 miles of arterial streets and 5.2 miles of alleyways. There is a total of over 7,958,410 square feet of pavement. The current PMP is five years old and in need of an update. The FY 2021-22 approved budget includes an allocation of \$90,000 to update the existing PMP.

On September 20, 2021, the 2022 Pavement Management Program Update was awarded to Bucknam Infrastructure Group, Inc. Bucknam Infrastructure Group, Inc. provided the total not-to-exceed fee schedule of \$63,372.

In addition, staff contacted Bucknam Infrastructure Group, Inc. and requested to add digitalized inventory of street striping, legends and curb markings throughout the City for future improvement plans. Bucknam Infrastructure Group, Inc. provided the fee schedule for additional work at \$15,624 and total fee schedule of \$78,996.

STAFF REVIEW

The update of the City's PMP Report has been completed. As stated above, the PMP Report was developed by Bucknam Infrastructure Group, Inc. The PMP Report stated that as of June 2022, the weighted average PCI is 73.3. The PCI is a numerical index between 0 and 100 which is used to indicate the general condition of a pavement, with 100 representing the best possible condition and 0 representing the worst possible condition as shown below:

Very Poor	Poor	Fair	Good	Very Good
0-40	41-59	60-74	75-84	85-100

City Council Meeting – September 19, 2022
2022 Pavement Management System Update and Presentation

The weighted average PCI rating of 73.3 places the City's pavement network condition in upper position of the "Fair" category.

Pavement condition will be degraded by 1-3 PCI points every year without any preventative maintenance and rehabilitation and reconstruction activities. It is important to apply preventative maintenance, rehabilitation, and reconstruction activities to maintain or raise the PCI and not fall into "Poor" condition that requires major rehabilitation work with higher construction costs.

To maintain the current pavement network PCI of 73, the table below demonstrates the annual funding needed to maintain today's current conditions until FY 2027:

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Main.
2022-23	73.3	74.0	\$278,500	\$429,800	\$708,300	\$10,279,900
2023-24	72.5	74.2	\$258,600	\$642,800	\$901,400	\$10,598,500
2024-25	72.7	75.0	\$235,200	\$451,400	\$686,600	\$10,620,900
2025-26	73.4	74.5	\$235,400	\$468,100	\$703,500	\$11,019,300
2026-27	72.5	73.0	\$118,600	\$654,000	\$772,600	\$11,324,200
			\$1,126,300	\$2,646,100	\$3,772,400	

To achieve the City's goal of a PCI of 80 by 2027, the table below demonstrates the annual funding necessary to increase the PCI to 80 by FY 2027:

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Main.
2022-23	73.3	77.3	\$116,225	\$2,141,902	\$2,258,127	\$8,970,500
2023-24	75.9	78.9	\$317,509	\$1,780,574	\$2,098,083	\$8,132,500
2024-25	78.1	79.5	\$375,742	\$1,948,716	\$2,324,458	\$6,998,900
2025-26	78.2	79.9	\$243,689	\$1,433,465	\$1,677,154	\$5,932,500
2026-27	78.5	80.7	\$861,966	\$277,132	\$1,139,098	\$4,749,200
			\$1,915,131	\$7,581,789	\$9,496,920	

Peter Bucknam of Bucknam Infrastructure Group, Inc. has prepared an overview of the 2022 Pavement Management System Update in a PowerPoint presentation which he will present to the City Council.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Final Report of the 2022 Pavement Management Program (PMP) Update.
2. Adhere to the City's goal of achieving a Pavement Condition Index (PCI) of 80 by FY 2027.

ATTACHMENTS

1. Final Report – Update of Pavement Management Program 2022-2027
2. PowerPoint Presentation Prepared by Bucknam Infrastructure Group, Inc.



City of Lawndale, CA

***2022 PAVEMENT MANAGEMENT
PROGRAM (PMP) REPORT for
FISCAL YEARS 2022-2027***

Public Works Department

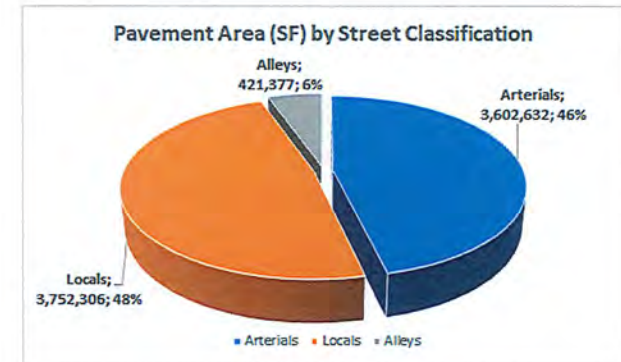
September 19, 2022

THE HEART OF THE SOUTH BAY

Background

Pavement Maintenance Inventory

- The City began its PMP in early 2022
- The PMP has been in place for over 20+ years
- 7,776,315 SF of pavement throughout City
- Citywide network – 48.7 section miles, includes:
 - 16.8 section miles of Arterials/Collectors;
 - 26.4 section miles of Locals;
 - 5.5 section miles of Alleys; and
 - 395 total pavement sections



Rank	Mileage	SF	2021 W. PCI	2016
Arterials	16.8	3,602,632	74.6	N/A
Locals	26.4	3,752,306	73.6	N/A
Alleys	5.5	421,377	60.1	N/A
Citywide	48.7	7,776,315	73.3	64.4

The pavement network is the City's largest asset with an estimated total replacement cost of \$69.9 million

Factors That Effect Pavement Life

- Traffic volume and static / dynamic loads
- Weather (rain, poor drainage, extreme heat, freezing)
- Type of pavement and/or poor construction
- Age of pavement
- Water runoff / pumping (high water)
- Soil and base material failure under pavement
- Lack of preventative maintenance / rehab M&R efforts and available funding



Need a Tool to Manage Pavement Data and Answer Questions:

- What is the size of the pavement network?
- What is its overall condition?
- How fast is it deteriorating or improving?
- When do we need to perform repairs to maximize pavement life?
- Where should we focus our maintenance and CIP projects?
- What level of annual funding is needed to sustain/improve the network?
- MicroPAVER
 - This software is heavily used throughout Southern California:
 - This includes over 200 cities within California; 30+ cities in LA County and all 25+ cities in Orange County
 - MicroPAVER allows for the collection of 20 Asphalt Concrete (AC) and 19 Portland Cement Concrete (PCC) distress types
 - Three levels of severity can be collected for each distress type (Low, Medium, and High)
- Training on MicroPAVER and Bucknam's MyRoads web-portal will provided to City staff



Pavement Management Program

- Steps to Implementing a PMP:

Step 1: Assessment of Existing Pavement Network

Step 2: Update of Work Histories

Step 3: Pavement /Sidewalk Condition Survey (Inspections)

Step 4: Develop Rehabilitation Strategies / Life-cycle Analysis

Step 5: Forecast Future Pavement Rehabilitation Projects and Costs

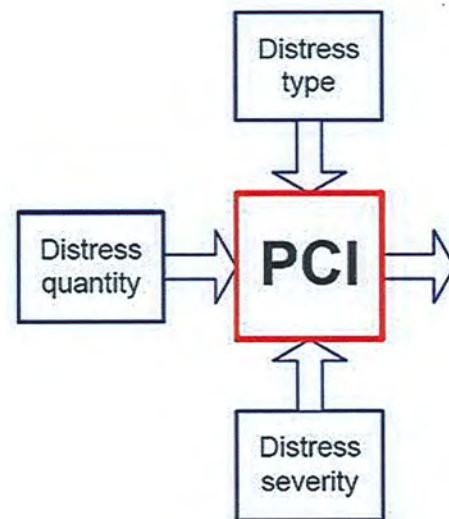
Step 6: Develop 5-Yr PMP Plan based on available budget / desired goals

2022 PMP Report

- Since early 2022, the City has been working with Bucknam to assess the previous 2016 PMP database, its pavement segmentation and to incorporate recent pavement maintenance work history
- Completed a pavement condition survey on all streets to generate a Pavement Condition Index (PCI) for each pavement section – QC variances to previous studies
 - Additionally, Bucknam performed a citywide sidewalk inventory and condition analysis and street striping inventory
- Developed and ranked street conditions, assessed current maintenance practices, unit costs / cost estimations and generated maintenance & rehabilitation recommendations for all streets based on current conditions and City priorities
- Provided a preventive maintenance and CIP rehab schedules to report on the overall weighted average PCI anticipated for the next five years based on projected needed/available funding scenarios (Actual, Maintain PCI and Improve PCI)

Pavement Condition Index (PCI)

- The PCI is a condition rating that ranges from 0 to 100
- Citywide Weighted Average PCI = Pavement section PCI multiplied by its area then divided by the total area of the network
- The weighted PCI for the City of Lawndale is 73.3



PCI = 86 to 100 (Very Good to Excellent)

Action → Preventative/Stop Gap



PCI = 60 to 85 (Fair to Very Good)

Action → Surface Treatment (Slurry Seal)



PCI = 41 to 60 (Poor to Fair)

Action → 1.5" – 3" Overlays or Grind-Overlays



PCI = 0 to 40 (Failed to Poor)

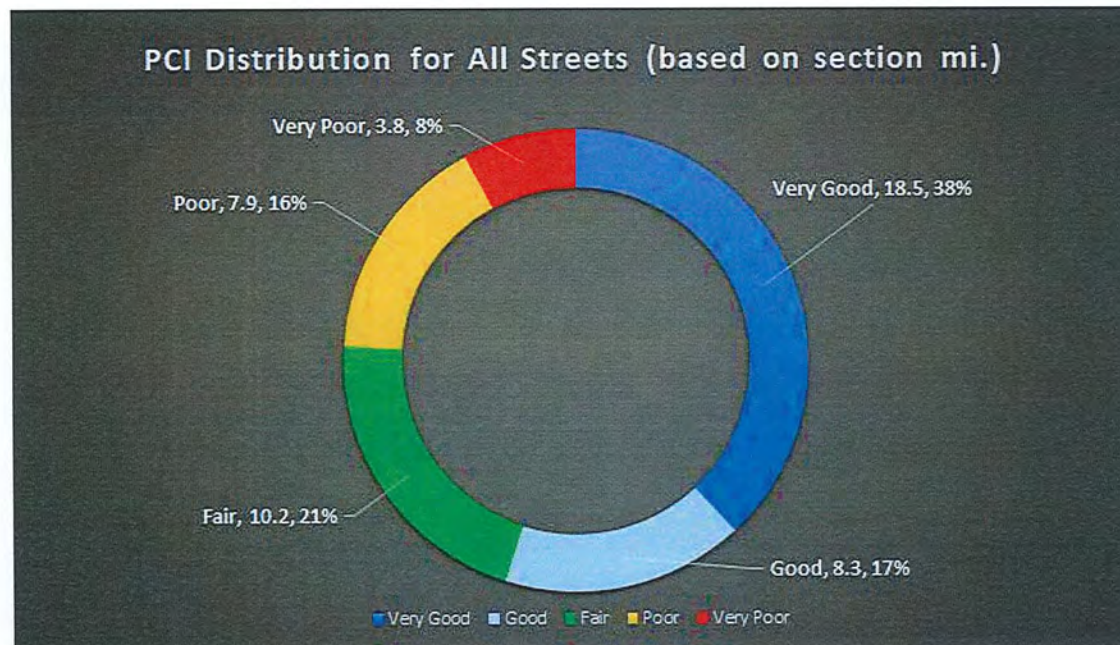
Action → 4" to 6" Reconstruction



Condition Distribution by Section Mileage for All Streets

Condition	PCI Range	Arterials	Local	Alleys	Total	% of Network
Very Good	86-100	7.3	10.1	1.1	18.5	38.1%
Good	75-85	2.8	4.8	0.6	8.3	16.9%
Fair	60-74	4.2	5.3	0.7	10.2	20.9%
Poor	41-59	1.9	4.2	1.8	7.9	16.2%
Very Poor	0-40	0.6	2.0	1.2	3.8	7.8%
		16.8	26.4	5.5	48.7	

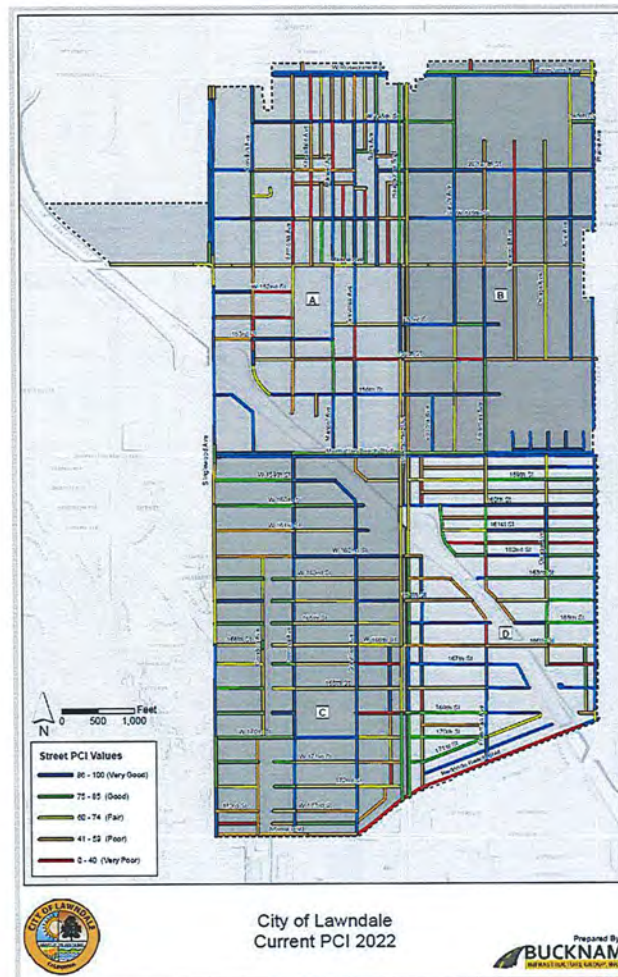
Pavement Condition Index (PCI) – All streets



PCI Report

BranchID	Sec ID	Name	From	To	Rank	Zone	Type	Lanes	Length	Width	Area	Insp Date	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
Arterial/Collector																
110	60	147TH STREET	INGLEWOOD AVE	CONDON AVE	C	E	AC	2	515	42	19,596	1/25/22	98	52	0	48
110	70	147TH STREET	CONDON AVE	FIRMONA AVE	C	E	AC	2	552	23	12,491	1/25/22	44	27	70	3
110	80	147TH STREET	FIRMONA AVE	GREVILLEA	C	E	AC	2	848	47	40,884	1/25/22	47	38	54	8
110	90	147TH STREET	BURIN AVE	HAWTHORNE BL	C	E	PCC	2	274	35	14,000	2/10/22	95	100	0	0
110	100	147TH STREET	HAWTHORNE BL	FREEMAN AVE	C	E	AC	2	1,055	57	57,399	12/6/21	100	46	54	0
110	102	147TH STREET	FREEMAN AVE	OSAGE AVE	C	E	AC	2	840	57	47,304	12/6/21	100	60	0	40
110	104	147TH STREET	OSAGE AVE	PRAIRIE AVE	C	E	AC	2	628	57	37,869	12/6/21	100	57	34	9
220	590	162ND STREET	INGLEWOOD AVE	FIRMONA AVE	C	E	AC	2	1,062	26	28,126	12/2/21	55	22	75	3
220	600	162ND STREET	FIRMONA AVE	GREVILLEA AVE	C	E	AC	2	846	26	21,931	12/6/21	96	74	0	26
220	610	162ND STREET	GREVILLEA AVE	HAWTHORNE BL	C	E	AC	2	612	26	15,887	12/6/21	97	100	0	0
220	620	162ND STREET	HAWTHORNE BL	END	C	E	AC	2	151	30	4,460	1/25/22	46	27	70	3
220	630	162ND STREET	SOMBRA AVE	FREEMAN AVE	C	E	AC	2	374	33	13,282	1/24/22	85	45	51	4
220	640	162ND STREET	FREEMAN AVE	OSAGE AVE	C	E	AC	2	810	33	27,598	1/24/22	86	41	35	24
220	650	162ND STREET	OSAGE AVE	PRARIE AVE	C	E	AC	2	636	33	20,485	1/24/22	83	28	61	11
260	850	166TH STREET	INGLEWOOD AVE	CONDON AVE	C	E	AC	2	632	32	20,499	12/2/21	69	49	42	9
260	860	166TH STREET	FIRMONA AVE	END	C	E	AC	2	310	32	9,780	1/26/22	70	53	40	7
260	865	166TH STREET	FIRMONA AVE	GREVILLEA AVE	C	E	AC	2	858	32	27,478	1/26/22	66	49	43	8
260	870	166TH STREET	GREVILLEA AVE	HAWTHORNE BL	C	E	AC	2	613	32	19,572	1/26/22	61	40	41	19

Citywide Street Network PCI Map

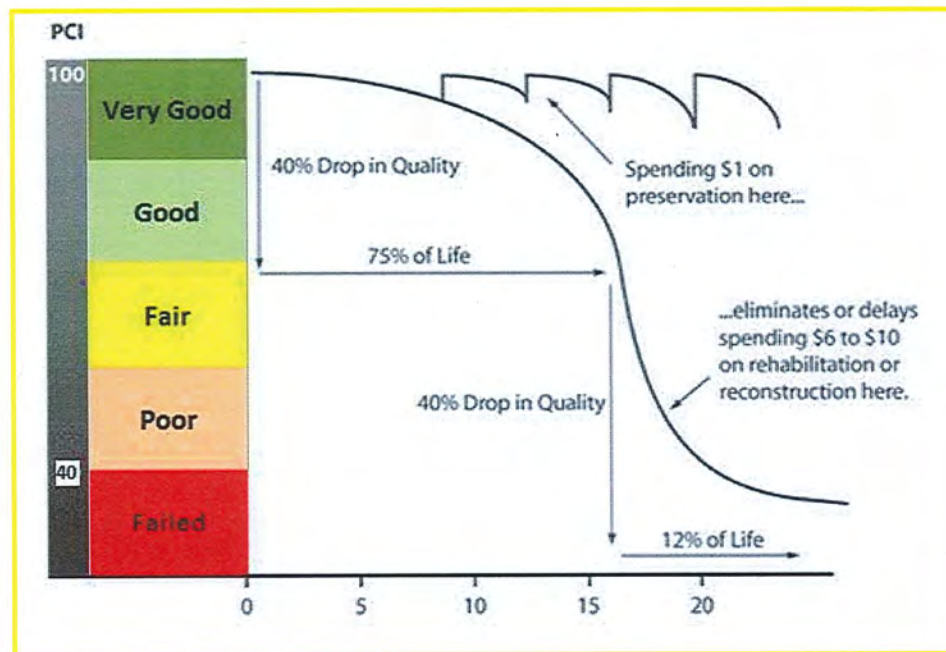


Next Steps (Identification of PMP Application & Funding Sources)

- Forecast Pavement Rehabilitation Projects
 - How much funding is needed to “maintain” today’s PCI of 73 over five years
 - What level of funding is needed to “improve the PCI” to 80 over five years

- Need to Consider:
 - Current Available Funding and/or i.e., General Assessment alternatives
 - Long-term Goals – Proactive Arterial - Local planning
 - Alternative pavement applications
 - Achieve goal of “preventative maintenance” condition (PCI of 75 or higher)

Figure 2 – Sample Pavement Life Cycle



Forecasted Maintenance Report (FMR)

FY	Sec ID	Name	From	To	Rank	Zone	Type	Lanes	Length	Width	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other	Maint. Type	Total \$
		Arterial/Collector															
2021-22	2544	INGLEWOOD AVENUE NB	BEGIN AC (N/ MANHATTAN BEACH BLVD)	156TH ST	A	E	AC	2	705	30	19,780	100	0	0	0	ARHM	Funded/Complete
2021-22	2546	INGLEWOOD AVENUE NB	156TH ST	153RD PL	A	E	AC	2	790	30	24,829	100	0	0	0	ARHM	
2021-22	2548	INGLEWOOD AVENUE NB	153RD PL	END AC (S/ MARINE AVE)	A	E	AC	2	725	30	19,437	100	0	0	0	ARHM	
2021-22	2910	REDONDO BEACH BL	ARTESIA BLVD (SHARED)	HAWTHORNE BL (SHARED)	A	E	AC	4	702	45	1,409	29	49	43	8	ARHM	Carry Forward (CF)
2021-22	2920	REDONDO BEACH BL	HAWTHORNE BL	FREEMAN AVE	A	E	AC	4	1,132	78	90,775	23	42	47	11	ARHM	
2021-22	2925	REDONDO BEACH BL	FREEMAN AVE	I-405 SB OFF RAMP	A	E	AC	4	1,020	73	75,606	30	35	53	12	ARHM	
2021-22	2926	REDONDO BEACH BL	I-405 SB OFF RAMP	END AC (E/ I-405 NB ON RAMP)	A	E	AC	4	410	73	29,968	31	47	44	9	ARHM	
2022-23	80	147TH STREET	FIRMONA AVE	GREVILLEA	C	E	AC	2	848	47	40,884	47	38	54	8	ARHM	Bond Fund (BF)
2022-23	70	147TH STREET	CONDON AVE	FIRMONA AVE	C	E	AC	2	552	23	12,491	44	27	70	3	ARHM	
2022-23	880	166TH STREET	HAWTHORNE BL	FREEMAN AVE	C	E	AC	2	1,038	45	45,601	53	41	58	1	ARHM	
2022-23	890	166TH STREET	FREEMAN AVE	OSAGE AVE	C	E	AC	2	836	45	37,597	52	54	44	2	ARHM	
2022-23	895	166TH STREET	OSAGE AVE	PRAIRIE AVE	C	E	AC	2	649	45	29,276	56	45	50	5	AC Overlay	
2022-23	620	162ND STREET	HAWTHORNE BL	END	C	E	AC	2	151	30	4,460	46	27	70	3	ARHM	\$17,840
2022-23	630	162ND STREET	SOMBRA AVE	FREEMAN AVE	C	E	AC	2	374	33	13,282	85	45	51	4	Type II Slurry	\$7,969
2022-23	640	162ND STREET	FREEMAN AVE	OSAGE AVE	C	E	AC	2	810	33	27,598	86	41	35	24	Type II Slurry	\$16,559
2022-23	650	162ND STREET	OSAGE AVE	PRAIRIE AVE	C	E	AC	2	636	33	20,485	83	28	61	11	Type II Slurry	\$12,291
2022-23	850	166TH STREET	INGLEWOOD AVE	CONDON AVE	C	E	AC	2	632	32	20,499	69	49	42	9	Type II Slurry	\$12,299
2022-23	860	166TH STREET	FIRMONA AVE	END	C	E	AC	2	310	32	9,780	70	53	40	7	Type II Slurry	\$5,868
2022-23	865	166TH STREET	FIRMONA AVE	GREVILLEA AVE	C	E	AC	2	858	32	27,478	66	49	43	8	AC Overlay	\$96,173
2022-23	870	166TH STREET	GREVILLEA AVE	HAWTHORNE BL	C	E	AC	2	613	32	19,572	61	40	41	19	AC Overlay	\$68,502
2022-23	1110	170TH STREET	HAWTHORNE BL	FREEMAN AVE	C	E	AC	2	1,026	26	28,695	82	95	0	5	Type II Slurry	\$17,217
																	\$254,718

The FMR prioritizes road segments, based on planned projects and PCI.

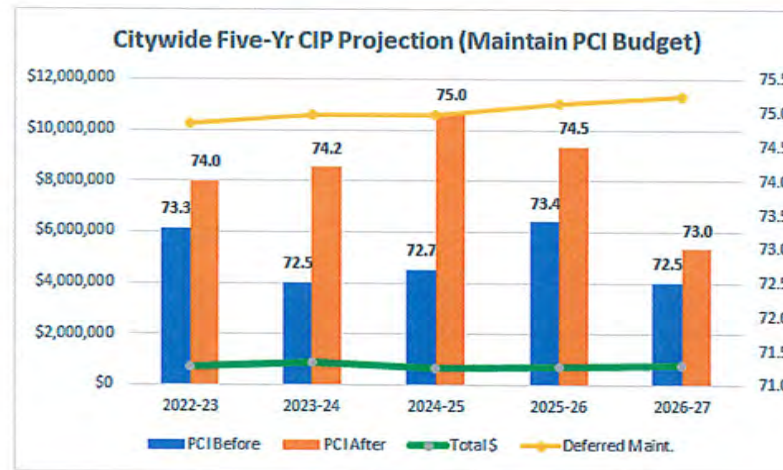
The FMR is used as a programming tool.

Maintenance/Rehabilitation Methods

- Crack Seal/Patching - General Repairs-Stop Gap (Localized Maintenance)
- High Density Mineral Bond (HDMB) - (Global Maintenance); PCI range – 75 to 95
- Slurry Seals (Global Maintenance); PCI range -- 60 to 85
- Cape Seals (Global Maintenance); PCI range – 40 to 70
- Overlays (Major Maintenance); PCI range -- 20 to 70
- AC Reconstruction (Major Maintenance); PCI range – 0 to 20

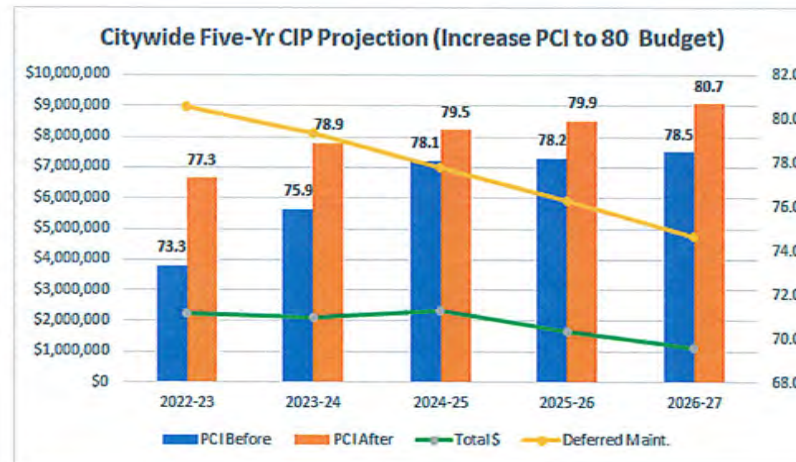
Scenario 1 – Projected Work Program (Maintain PCI Budget)

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	74.0	\$278,500	\$429,800	\$708,300	\$10,279,900
2023-24	72.5	74.2	\$258,600	\$642,800	\$901,400	\$10,598,500
2024-25	72.7	75.0	\$235,200	\$451,400	\$686,600	\$10,620,900
2025-26	73.4	74.5	\$235,400	\$468,100	\$703,500	\$11,019,300
2026-27	72.5	73.0	\$118,600	\$654,000	\$772,600	\$11,324,200
			\$1,126,300	\$2,646,100	\$3,772,400	



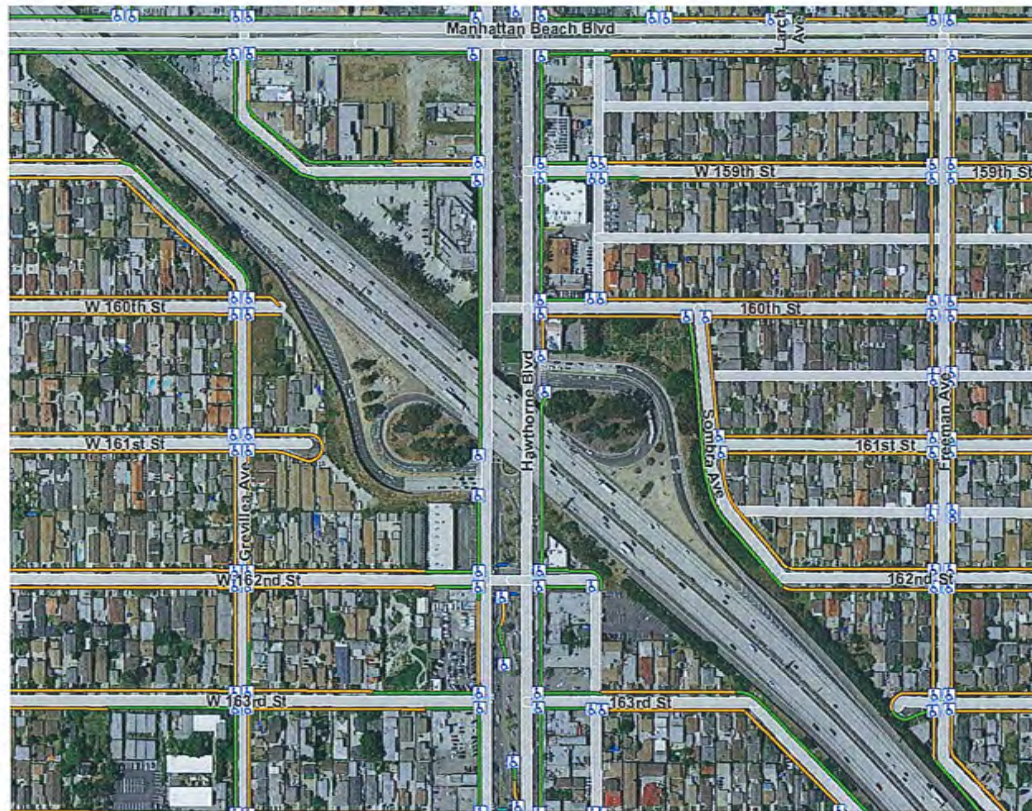
Scenario 2 – Projected Work Program (Increase PCI Budget)

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	77.3	\$116,225	\$2,141,902	\$2,258,127	\$8,970,500
2023-24	75.9	78.9	\$317,509	\$1,780,574	\$2,098,083	\$8,132,500
2024-25	78.1	79.5	\$375,742	\$1,948,716	\$2,324,458	\$6,998,900
2025-26	78.2	79.9	\$243,689	\$1,433,465	\$1,677,154	\$5,932,500
2026-27	78.5	80.7	\$861,966	\$277,132	\$1,139,098	\$4,749,200
			\$1,915,131	\$7,581,789	\$9,496,920	



Additional ROW Inventory (Sidewalks)

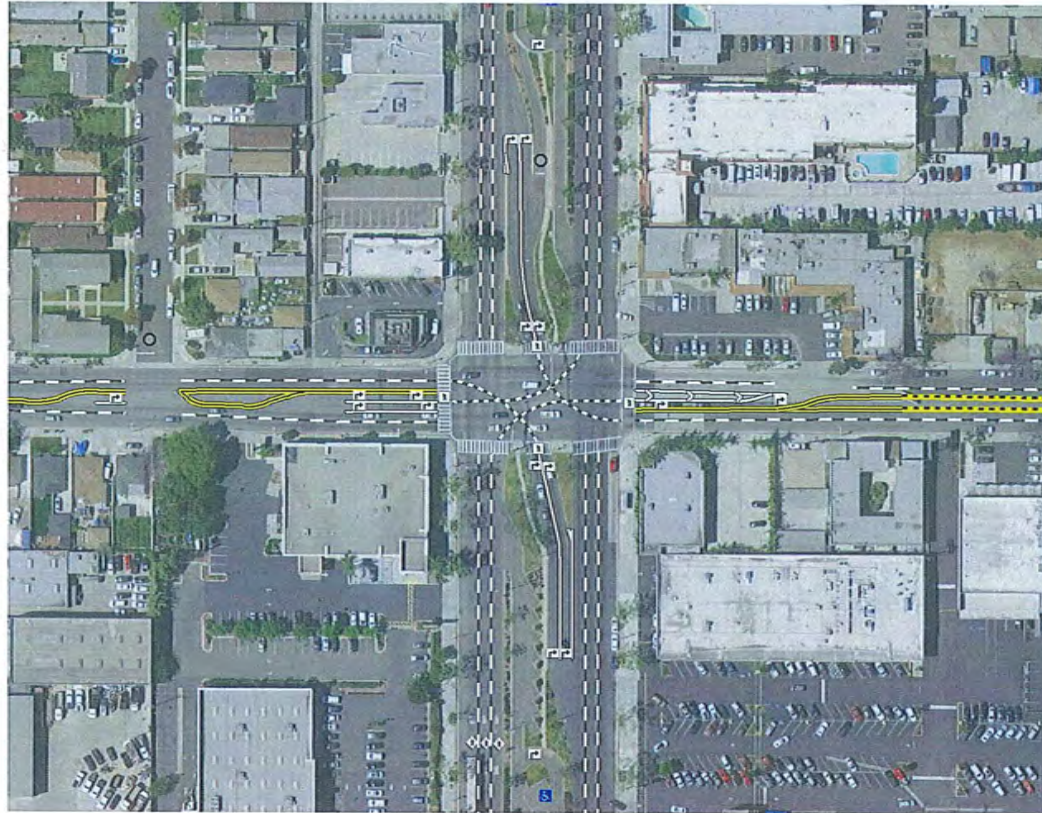
Surveys included 68 miles of sidewalks as well as distress / condition inventories and ADA ramp locations



Distress locations were prioritized based upon distress severity, general local to sensitive locations (schools, city facilities, etc.)

Additional Street Striping Inventory

2022 surveys included citywide street legend and striping inventory



Bucknam provided citywide Legend/Street Striping Map Atlas (sample shown) to demonstrate inventory and GIS assets

Findings and Recommendations

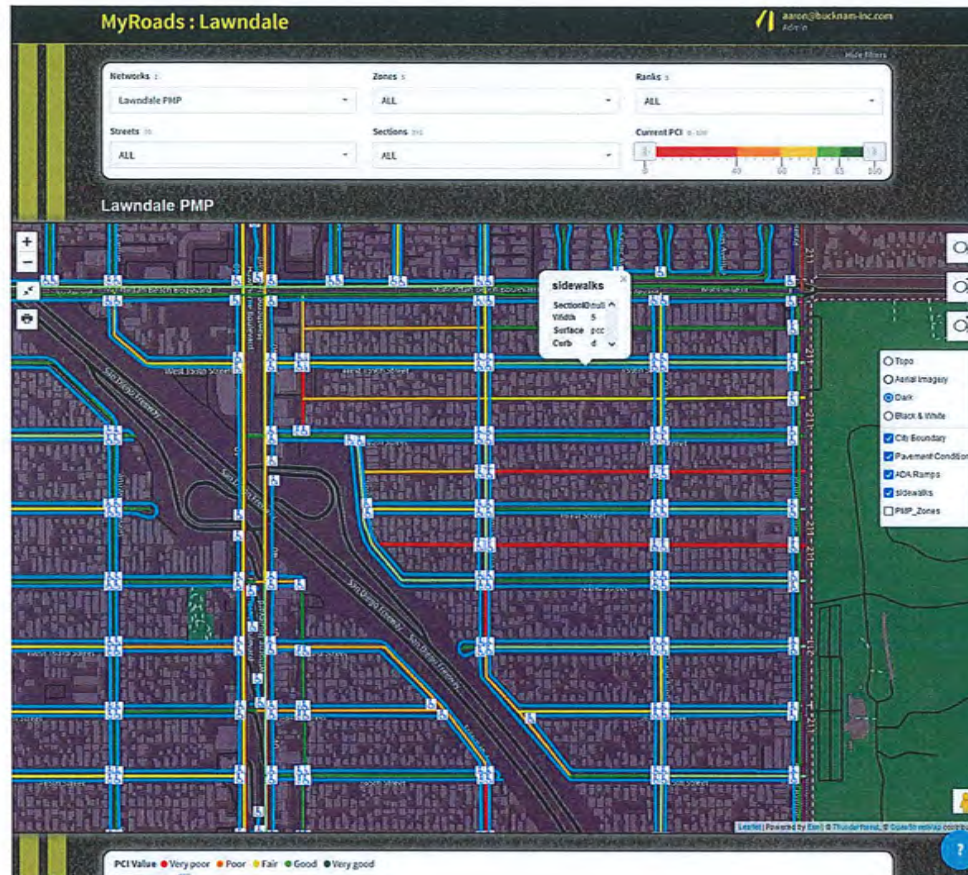
- Network has weighted PCI of 73.3 (Arterials = 74.6; Locals = 73.6);
- 18% of the Arterial network (approx. 3.0 miles) qualifies for overlay/reconstruction;
- 23% of the Local network (11.2 miles) qualifies for overlay / reconstruction;
- At a minimum, capital and maintenance projects should focus on maintaining the current weighted PCI of 73.3 over next five years;
 - Budget shown in Table 4 (PMP report) is ample to maintain weighted PCI of 73.3 after five years, however, the citywide deferred backlog increases from a level of \$10.3 million to \$11.3 million after five years (a 10% increase);
- Proactively, capital and maintenance projects should focus on increasing the current weighted PCI of 73.3 to 80 over next five years;
 - Budget shown in Table 5 (PMP report) is ample to increase weighted PCI 80 after five years, additionally, the citywide deferred backlog decreases from a level of \$9.0 million to \$4.7 million after five years (a 47% decrease);
- The City should re-evaluate PMP rehabilitation budget every three years to improve/adjust Public Works CIP;

Findings (Cont'd)

- The City should perform maintenance inspections every three years to build upon this the current planning model forecasts for 2022-27 and beyond to ensure results;
- Generate updated Citywide Pavement Management Program report every three years to assess the City's progress with the PMP
 - Support PMP management through annual on-call PMP services
- The City should continue to evaluate alternative pavement applications such as cape seal, high density mineral bond, and rubber overlay to stretch the City's allocated funding and pavement section life cycles.

Bucknam MyRoads Demo

Lawndale MyRoads PMP web-portal allows users to access, query, cost estimate and report on any defined GIS asset for the City (pavement, sidewalks, signage, utilities, etc.)



This tool is the "bridge" between the City's infrastructure Planning documents and the Engineering cost estimates needed to get projects scheduled, contracted and built

Questions?

City of Lawndale
Public Works Department

FINAL REPORT

2022 PAVEMENT MANAGEMENT PROGRAM (Citywide)



Submitted to:

City of Lawndale, CA

May 26, 2022

May 26, 2022

Mr. Julian Lee
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

Subject: Final Report - Update of the Pavement Management Program

Dear Julian:

As part of the 2022 Update of the Pavement Management System for the City of Lawndale, *Bucknam Infrastructure Group, Inc.* is pleased to submit the Final Report for the City's pavement network.

The information contained in this report was used to develop the recommended improvement program for the pavement network. The report covers the following categories:

- **Executive Summary (Section I)**
- **Pavement Management Program Development and Reporting (Section II)**
- **Pavement Conditions For Each Segment in the Network (PCI Report – Section III)**
The Pavement Condition Index report shows the present condition of each street in the pavement network. In addition, the report shows the basic geometry of each street segment.
- **Forecast Maintenance Reports (Section IV)**
 - **Recommended Maintenance and Repair Strategies**
The recommended maintenance and repair strategies were used to generate the Forecasted Maintenance Report and were based on our 2022 inspections. Additionally, we have assessed and incorporated unit cost and maintenance application practices/types with our strategies.
 - **Projected Projects based on M&R Strategies**
The Forecasted Maintenance Report projects the street maintenance activities required for the next five years, broken down to show maintenance levels for Arterials, Collectors and Local streets. The report included in this section is broken down by fiscal year.



BUCKNAM
INFRASTRUCTURE GROUP, INC.

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Our thorough analysis of the current Lawndale PMP strategies enabled our staff to make proactive recommendations to the City's pavement CIP. All comments received from the City have been incorporated in the reports that follow. All of the City's issues and needs that were brought to our attention are included in the report. It has been a pleasure working with you and the City on updating your Pavement Management Program. We look forward to the continued success of this project and future teamwork with City staff.

Sincerely,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
Project Manager
Infrastructure Management – GIS Services

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City of Lawndale, CA
2022 Pavement Management Program
Final Report – May 26, 2022

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Acronym Listing

Asphalt Concrete (AC)
 Army Corps of Engineers (ACOE)
 Asphalt Rubber Hot Mix (ARHM)
 Capital Improvement Program (CIP)
 Geographic Information System (GIS)
 Government Accounting Standards Board Statement 34 (GASB 34)
 Los Angeles County MTA (METRO)
 Maintenance and Repair (M&R)
 Pavement Condition Index (PCI)
 Pavement Management Program (PMP)
 Portland Cement Concrete (PCC)
 Remove and Replace (R&R)



SECTION I

EXECUTIVE SUMMARY

2022 PAVEMENT MANAGEMENT PROGRAM

This report reflects the continued dedication and proactive management of the City's Pavement Management Program (PMP); the last major update to the City's PMP was performed over six (6) years ago. As the City of Lawndale continues to show limited growth with its population, demographics, infrastructure and maintenance needs, the street network has been running parallel as the system matures and capital street projects widen streets. Through this project, the City of Lawndale developed its PMP with the use of MicroPAVER software. This system is essential to the City in that it assists Public Works staff in capturing funding for its arterial street system as well as cost-effectively manages the local network through proactive maintenance and scheduling. Under this project, the City has incorporated the development of a unique Pavement Management – GIS layer that will assist the City in spatially analyzing pavement conditions and other attribute information that resides in the MicroPAVER database.

The Lawndale PMP has been developed to assist City personnel by providing current data on the City's street network and to develop cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources. The PMP efforts in 2022 consisted of analyzing the City's previous PMP dataset/maps for quality and usability. City staff also provided key information pertaining to the ongoing maintenance that has occurred throughout the City since 2019. In doing this, we were tasked to generate an updated Capital Improvement Program report that identified recommendations and deficiencies in the current operating and maintenance efforts put forth by the City.

For the 2022 project, our staff surveyed all arterial and collector routes to assist the City in complying with Los Angeles County MTA (METRO) PMP requirements as well as surveyed all local streets and analyzed historical maintenance operations.

Specifically, the program provides administrators and maintenance personnel with:

- *The present condition status of the pavement network (arterial, collector, and local streets), as a whole and of any grouping or individual component within the City;*
- *A ranked list of all streets, or segments of streets, by condition within the network;*
- *Rehabilitation/maintenance needs of each street segment by year;*
- *An optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding;*
- *Optimum annual budget levels for pavement maintenance for the current and the following five (5) years;*
- *Prediction of the future performance of the City's pavement network and each individual street section;*



- Updated PMP data to assist the City with GASB 34 compliance; and
- Pavement condition data and analysis presented in ArcGIS that is compatible with City's existing GIS (GIS map provided within Section III and shapefiles delivered to the City)

Pavement is a dynamic structure where deterioration is constantly occurring; thus the pavement management system needs to be updated on a regular basis to reflect these changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints. In our approach to develop the City's forecasted maintenance recommendations we worked with Lawndale staff in identifying unit costs for all maintenance practices used on an annual basis. Currently, based upon the City's maintenance practices and their associated unit costs, the total replacement value of the Lawndale pavement network is \$69,986,800. This value clearly indicates that the City's pavement network is the most valuable and essential asset to Lawndale. The City's use of slurry seal, ARHM Overlay and R&R practices are typically applied at a five year, ten year and 25 year frequency respectively. These frequencies are typical but the City may see increases in deterioration rates due to environmental, load and high average daily traffic (ADT) volumes. For example, high ADT volumes along one of Lawndale's arterial streets will increase deterioration rates for a previously applied AC Overlay compared to a small local street. These deterioration rates are monitored through frequent inspections and functional class deterioration analysis within the City's PMP database.

This report reflects our findings and recommendations for the PMP and the current state of the City's pavement network. Furthermore, we have recommended detailed funding and maintenance strategies for the arterial/collector and residential networks for next five (5) years.

CITY'S PAVEMENT NETWORK

Within the Lawndale Arterial/Collector pavement management network consist of approximately 16.8 section miles of streets, 3,602,632 SF of pavement, that is made up of 104 pavement sections. The Local network consists of approx. 26.4 section miles of streets, 3,752,306 SF of pavement which consists of 230 pavement sections. The Alley network consists of approx. 5.5 section miles of streets, 421,377 SF of pavement which consists of 61 sections. Combined, the entire network consists of 48.7 section miles of streets, 7,776,315 SF and 395 total pavement sections.

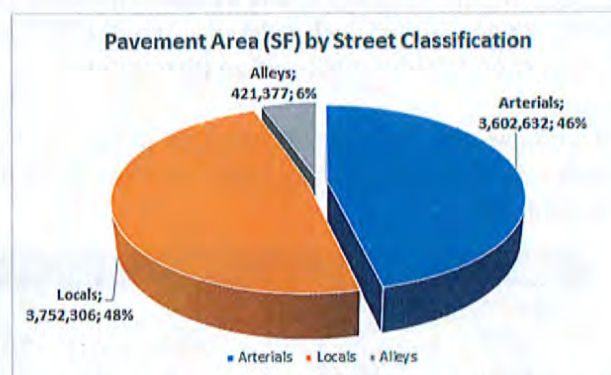
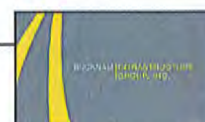


Figure 1 –Pavement Area (SF) by Street Classification

The City's pavement network is broken down into manageable groups that have similar characteristics, such as pavement street classification, surface type and logical segmentation. Pavement segments are identified by their branch and section numbers. Pavement "branches" that have a common usage, such as Hawthorne Blvd, defines a "branch" within MicroPAVER. Pavement "sections" are pavement segments within the defined branch that have consistent pavement street classifications, construction/maintenance histories and use. Representative inspection samples are then selected and visually surveyed to locate distress data. This data is used to calculate the pavement sections Pavement



Condition Index (PCI) which includes ranges from 100 (a new pavement section or recently overlaid or reconstructed) to 0 for a section that has structurally failed and deteriorated dramatically. Weighted average PCI of a given area/zone = pavement section PCI * its own area divided by the total square footage of the given area/zone. Table 2 summarizes the section conditions found within the City of Lawndale pavement network by street classification.

- **The weighted average PCI for the City of Lawndale Arterial / Collector network is 74.6**
- **The weighted average PCI for the City of Lawndale Local network is 73.6**

The weighted PCI value associated with the Arterial and Local routes shown through our survey analysis is timely in that it is showing that a large amount of preventive, slurry seal, and overlay work will continue to be needed over the next several years to proactively increase the PCI level to ultimately achieve a “preventive maintenance” state (typically a weighted PCI of 65 or higher).

Rank	Mileage	SF	2021 W. PCI	2016
Arterials	16.8	3,602,632	74.6	N/A
Locals	26.4	3,752,306	73.6	N/A
Alleys	5.5	421,377	60.1	N/A
Citywide	48.7	7,776,315	73.3	64.4

Table 1 –Past and Present PCI Results and Comparisons

CURRENT CITYWIDE CONDITIONS (ARTERIALS AND LOCALS)

The overall condition of the City’s pavement network is “Fair” with a weighted average PCI of 73.3 based on the surface area of each segment. The distribution of the City’s overall pavement network is shown in Section III of this report (Condition Distribution).

For comparison, Bucknam performed pavement management studies for several other Los Angeles County agencies and have included their weighted PCI values; El Segundo (64.5), Culver City (64.5), and Compton (58.1).

Condition	PCI Range	Arterials	Local	Alleys	Total	% of Network
Very Good	86-100	7.3	10.1	1.1	18.5	38.1%
Good	75-85	2.8	4.8	0.6	8.3	16.9%
Fair	60-74	4.2	5.3	0.7	10.2	20.9%
Poor	41-59	1.9	4.2	1.8	7.9	16.2%
Very Poor	0-40	0.6	2.0	1.2	3.8	7.8%
		16.8	26.4	5.5	48.7	

Table 2 – Condition Distribution by Mileage for All Streets

As shown above, a large majority of segments are evenly distributed through Very Good to Fair condition categories (75%). For a network in “preventive” condition status you would typically see Very Good and Good section percentage totals at the 60 to 70% range. Condition terms are based on pavement management industry standard.



These findings indicate that the proper rehabilitation maintenance needs have been well managed over the past several years, however, a current preventative pavement maintenance/rehabilitation strategy needs to be applied to the network in the near/immediate future.

Citywide, approximately 24% of the City's pavement sections within a condition level of "Poor to Very Poor" (approximately 11.7 section miles), a proactive overlay rehabilitation program needs to be implemented and funded; this will improve the citywide weighted PCI to a higher network condition level while reducing deferred maintenance costs in fiscal years 2022 and beyond.

Local conditions show that 38% of its network requires slurry seal maintenance while 23% qualifies for overlay/reconstruction; in total, this accounts for approximately 16.3 section miles of streets. With the high number of local sections needing maintenance the City should proactively appropriate more funding to the Local street network in order to increase the overall condition. The Local network will remain at moderate condition levels (PCI 60-74) over the next several years and will continue to contribute to the high amount of deferred overlay maintenance unless additional pavement funding is appropriated.

The Arterial network is showing similar condition levels to the Local network. This is clear by looking at the number of arterial sections that fall within the Very Good to Good condition categories (approximately 11.1 miles of the 16.8 mi., which accounts for approx. 66% of the arterial network compared to 56% of the local network.

Through our assessment of the City's annual pavement maintenance budget allocations (FY 2022-2027), the projected CIP funds will allow the City's current citywide weighted PCI to increase over the next five years as appropriate funding is applied to the PMP.

Furthermore, as large overlay and rehabilitation projects are considered for funding, the City should also consider using sub-grade R - Values, structural design, distress severities and extents as parameters for determining whether a pavement section that lies within the Fair to Very Poor condition range should be overlaid or reconstructed. PCI conditions reflect "surface" conditions; additional sub-surface data such as coring data, R-Values and asphalt depths will provide the City with a better approach to the maintenance that should be applied.



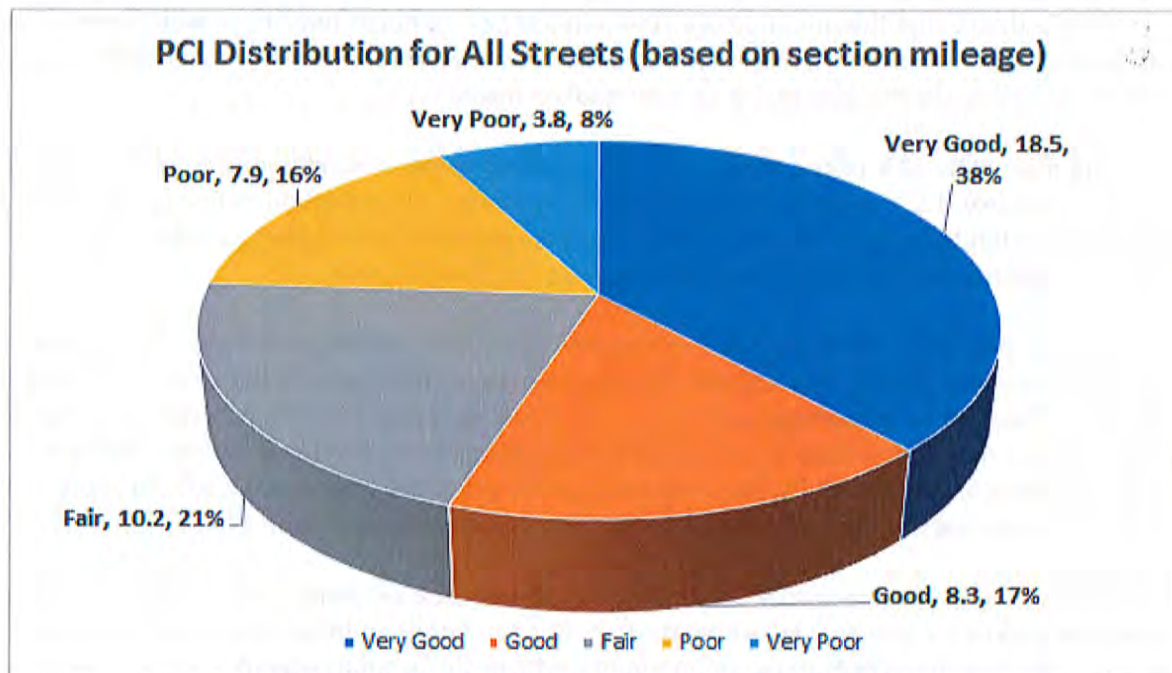


Figure 2 – PCI Distribution by Section Mileage for All Streets

MAINTENANCE STRATEGY DEVELOPMENT

Based on the results of the condition survey and input from the City, pavement maintenance/rehabilitation strategies were developed. From the onset, the City and Bucknam staff identified a distribution of City maintenance funds that would be applied to the network over the next five years. This was based upon the desire to prevent the decrease in street conditions and not allow an increase in the maintenance backlog funds over the five-year program.

Through our assessment and discussions with the City we were requested to identify what level of funding would be required to maintain the current PCI as well as identify the level of funding needed to increase the PCI to 80. With this approach, Bucknam has recommended a “minimal level of service” which creates a major dividing line in determining between preventive maintenance and major pavement rehabilitation.

Generally, within pavement management programs, a PCI range between 55 to 70 determines the threshold of when preventive or major overlay rehabilitation is activated. Based on the City’s weighted average PCI, condition distribution, maintenance practices, our team has identified a PCI of “65” as the minimum level of service. This means, in most cases, that any pavement section with a PCI greater than 65 will be recommended for preventive maintenance (i.e., slurry seal). This recommendation is indicated in Table 6, Section II.

Bucknam developed two multi-year Capital Improvement Programs for the City based on the pavement records, yearly capital expenditures, available funding and the most recent 2022 inspections. These recommendations and results are shown in Section II of this report where, for example, we have demonstrated what level of funding is necessary to improve the current weighted condition level of 73.3 to a level of 80 by FY 2027.



As shown above in Figure 2, 54% of the City's streets are in Very Good to Good condition. These sections will be targeted for "preventive" maintenance within our Capital Improvement Program (CIP) recommendations. The reasoning in doing this is to extend the life cycles of those "good" pavement sections which accrues capital saving to aggressively rehabilitate those pavement sections that are below the "minimal level of service".

In order to achieve the most effective and optimum program for the City, certain strategies have been selected and/or analyzed. Below is a listing of the maintenance activities utilized in strategy development. Each activity is representative of the types of work that have been programmed as part of the long-term maintenance requirements of the City's street network.

General Repairs-Stop Gap (Localized Maintenance*)

For this maintenance type, small localized surface treatments are utilized as “holding action” solutions (stop gaps) to delay the need for pavement structural strengthening. They typically include activities such as crack sealing, AC deep patching, AC skin patching, PCC slab replacement, grinding and leveling.

The City of Lawndale may consider an Asphalt Zipper to apply proactive localized surface patch repairs. In doing this, they prevent portions of pavement sections (high severity distress locations) from deteriorating at a continuously fast rate.

High Density Mineral Bond (HDMB) - (Global Maintenance*); PCI range – 75 to 95

This alternative application should be applied to Local pavement sections that are within a PCI range of 75 to 95; the benefit of applying HDMB is the extension of life it provides prior to having a slurry seal applied. HDMB is comprised of a mixture of fine aggregates and UV-blocking polymers suspended in a non-ionic asphalt emulsion. HDMB application life-cycles are averaging 7 to 8 years without surface oxidation and are preventing 400% less cracking within a section during that timeframe. HDMB can be applied on conventional and/or rubber asphalts, retains its aesthetics longer than Type 1 / Type 2 slurry and does not require the sweeping or removal of loose aggregate. It is applied through specialized equipment that can uniformly disperse a thixotropic material along a retractable spray bar; applications are guaranteed for five (5) years.

Slurry Seals (Global Maintenance*); PCI range – 60 to 85

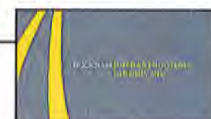
Surface treatments applied to pavements with minimal surface distress to provide new wearing surfaces and extend pavement life. Generally, consists of a mixture of conventional or latex-modified emulsified asphalt, well-graded fine aggregate, mineral filler and water placed over an existing AC surface; Slurry seal application life-cycles are averaging 4 to 5 years. Type II Slurry is recommended for Local streets.

Cape Seals (Global Maintenance*); PCI range – 40 to 60

This is an application of a single layer of asphalt binder to a road surface immediately followed by a single layer of cover aggregate (chips). The single layer chip seal is then followed with a slurry seal application; Conventional cape seal application life-cycles are averaging 6 to 7 years. For sections that have lower PCI's in this range, leveling courses should be considered.

Overlays (Major Maintenance*); PCI range – 20 to 60

AC Overlay – Placement of a layer of hot-mixed asphalt concrete over the existing pavement surface (may include pavement fabric). Grinding (milling) is performed prior to the overlay to reduce the total height of asphalt and assure alignment with existing gutter lines. This also includes “dig-outs” and crack sealing prior to the application of an overlay. This treatment provides a new wearing surface and increases structural strength to the pavement section. A conventional overlay should be designed for a ten-year life.



Asphalt Rubber Hot-Mix Overlay - The ASTM definition is: Asphalt-Rubber is a blend of asphalt cement, reclaimed tire rubber and certain additives in which the rubber component is at least 15% by weight of the total blend and has reacted in the hot asphalt cement sufficiently to cause swelling of the rubber particles. Specifically, using crumb rubber modified binders in pavement application benefit local agencies in that cities find:

- Pavement resists cracking by being more flexible;
- Cost savings come from a longer life cycle (from Bucknam's experience typically 20% longer), decreased maintenance and the use of less material
- Improvement in skid resistance;
- Decreased noise; and
- It provides long-lasting color contrast for marking and striping
- Life cycles are averaging 8 to 12 years

Reconstruction (Major Maintenance*); PCI range – 0 to 20

Removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural AC Hot Mix or AR Hot Mix or a full depth asphalt. Each classification of road has a typical design cross-section upon anticipation traffic loading. By performing a reconstruction, the sections PCI resets at 100 and restarts the life-cycle deterioration of the section.

*Localized, Global and Major maintenance activities are default terms used within the MicroPAVER pavement software. Specific pavement repair applications are placed within each maintenance activity in order to develop multi-year maintenance forecast recommendations.



ANNUAL BUDGET PROJECTIONS

The budgeting process was approached with the following in mind; generate three unique work programs for the next five (5) years based upon actual road pavement conditions in order to:

1. Demonstrate how the City's "Maximum Street Improvement Budget (\$3.35 Million/yr) performs against today's conditions
2. Demonstrate what level of annual funding is needed to maintain the current 73.3 PCI until FY 2027
3. A "Increase PCI to 80" budget was generated for the City to demonstrate what level of annual Public Works maintenance and rehabilitation CIP funding is necessary to increase the citywide weighted PCI to 80 by FY 2027.

Additionally, we identify current and future deferred preventative and rehabilitation levels based on both funding models within each scenario.

Based on current and future pavement maintenance needs, three annual work programs have been prepared and summarized below. Table 3 demonstrates how the City's annual \$3.35 Million/yr budget performs against today's conditions. Table 4 demonstrates the annual funding needed to maintain today's current conditions until FY 2027. Table 5 demonstrates a \$1.7 million/yr that is necessary to increase the City's PCI to 80 by FY 2027. The revenues shown below account for the cost of pavement preventive maintenance and rehabilitation, a 35% contingency applied to unit costs and 3% annual inflation.

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	78.0	\$278,500	\$3,118,700	\$3,397,200	\$7,577,200
2023-24	76.4	79.5	\$258,600	\$3,158,600	\$3,417,200	\$4,818,900
2024-25	78.3	81.6	\$235,200	\$3,238,900	\$3,474,100	\$3,502,400
2025-26	78.5	82.7	\$235,400	\$3,009,800	\$3,245,200	\$3,022,900
2026-27	79.8	83.3	\$118,600	\$2,654,100	\$2,772,700	\$646,300
			\$1,126,300	\$15,180,100	\$16,306,400	

Table 3 – Pavement Funding Scenario w/Maximum Funding

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	74.0	\$278,500	\$429,800	\$708,300	\$10,279,900
2023-24	72.5	74.2	\$258,600	\$642,800	\$901,400	\$10,598,500
2024-25	72.7	75.0	\$235,200	\$451,416	\$686,616	\$10,620,900
2025-26	73.4	74.5	\$235,400	\$468,100	\$703,500	\$11,019,300
2026-27	72.5	73.0	\$118,600	\$654,000	\$772,600	\$11,324,200
			\$1,126,300	\$2,646,116	\$3,772,416	

Table 4 – Pavement Funding Scenario to Maintain Current PCI of 73.3



Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	77.3	\$116,225	\$2,141,902	\$2,258,127	\$8,970,500
2023-24	75.9	78.9	\$317,509	\$1,780,574	\$2,098,083	\$8,132,500
2024-25	78.1	79.5	\$375,742	\$1,948,716	\$2,324,458	\$6,998,900
2025-26	78.2	79.9	\$243,689	\$1,433,465	\$1,677,154	\$5,932,500
2026-27	78.5	80.7	\$861,966	\$277,132	\$1,139,098	\$4,749,200
			\$1,915,131	\$7,581,789	\$9,496,920	

Table 5 – Pavement Funding Scenario to Increase Citywide PCI to 80

Additional detail and breakdown of budget projections are demonstrated in Section IV of this report. All work program budgets generated are presented in terms of current 2022 dollars. All repair activities were based on distresses observed at the time of the field survey. These are recommendations and are to be used as “the best-case scenario” for improving the City of Lawndale street network.

QUALITY CONTROL EFFORTS

As indicated in our scope of work, Bucknam performed numerous quality control checks in the field during survey efforts as well as specific site investigations requested by the City. Field check efforts were performed at the end of each week of survey. The City provided a previous electronic copy of the previous PMP database; Bucknam generated/enhanced the updated 2022 MicroPAVER database through the use of the City’s MS Excel spreadsheets, available city maps and hardcopy reports. During in-house and field operations, we came across a minor number of issues with the previous pavement segmentation and hard copy reports. These included public v. private streets designations, missing streets, incorrect pavement section widths, lengths, and true areas; these were corrected through our field inspections.

Utilizing the City’s centerline GIS data provided solutions to segment length issues and total section area measurements.

Through our internal quality control efforts, we believe we have found all the necessary publicly owned streets that needed to be reported on under this project.



FINDINGS AND RECOMMENDATIONS

Arterials/Collectors

The actual workload requirements identified indicate that the Arterial street network is currently in “Fair” condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified in Table 4 to maintain a Fair network weighted average PCI value.

Our arterial/collector findings for conditional data and recommendations for revenue expenditures are shown below:

- The Arterial/Collector network has a weighted PCI of 74.6;
- Currently, 18% of the arterial network (approx. 3.0 miles) qualify for overlay/reconstruction maintenance; 39% (approx. 6.5 miles) qualify for slurry seal preventive maintenance;
- Develop a proactive fiscal and planned approach to identify future arterial overlay projects based on the deterioration modeling within MicroPAVER;
- Appropriate the necessary arterial CIP revenues at the levels shown within the Section IV Forecasted Maintenance Report for a minimum of five years to generate the results identified within this report.
- Reassess/re-evaluate the arterial rehabilitation budget program every two years to improve on CIP forecasts for 2022-23 and beyond to ensure the results shown in Table 3;
- Perform pavement inspections on the arterial network every two years in order to proactively track pavement deterioration rates and to improve upon the planning modes shown within this report.
- Demonstrated budget shown in Table 5 is ample improve upon the Arterial weighted PCI of 74.6 after five years, additionally, the citywide deferred backlog decreases from a level of \$9.0 million to \$4.7 million after five years;
 - This is an indication that continued arterial overlay/rehabilitation funding is necessary to reduce the amount of deferred CIP projects on the network;
- Bucknam recommends that the City proactively budget pavement maintenance at the levels shown in Table 5 in order to improve upon the conditions found today;



Locals

The actual workload requirements identified indicate that the Local street network is currently in “Fair” condition. To proactively increase this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified in Table 5 to obtain a Good network weighted average PCI value.

Our Local findings for conditional data and recommendations for revenue expenditures are shown below:

- The Local network has a weighted PCI of 73.6;
- Currently, 23% of the local network (approx. 11.2 miles) qualify for overlay/reconstruction maintenance; 38% (approx. 10.1 miles) qualify for slurry seal preventive maintenance;
- Follow the proactive Local preventive/overlay fiscal plan approach shown in the Section IV reporting;
- Reassess/re-evaluate the Local rehabilitation budget program every two years to improve on budget forecasts for 2022-23 and beyond to ensure the results shown in Table 5;
- Perform pavement inspections on the Local network every three years to build a solid planning model within MicroPAVER to track PCI deterioration;
- Demonstrated budget shown in Table 5 is ample to improve upon the Local weighted PCI; additionally, the citywide deferred backlog decreases from a level of \$9.0 million to \$4.7 million after five years;
 - This is an indication that continued local overlay/rehabilitation funding is necessary to reduce the amount of deferred CIP projects on the network;
- Additional overlay/rehabilitation funding should focus on pavement sections within the PCI range of Fair to Very Poor (PCI 20 to 65).

Alleys

The actual workload requirements identified indicate that the Alley network is currently in “Fair” condition. To proactively increase this condition, it is critical that preventive maintenance and overlay activities are funded at the higher levels than currently funded to obtain a Good network weighted average PCI value. Our Alley findings for conditional data are shown below:

- The Local network has a weighted PCI of 60.1;
- Currently, 60% of the local network (approx. 3.3 miles) qualify for overlay/reconstruction maintenance; 20% (approx. 1.1 miles) qualify for slurry seal preventive maintenance;



SECTION II

PAVEMENT MANAGEMENT PROGRAM – CAPITAL IMPROVEMENT PROGRAM

Bucknam performed the following services in accordance with the scope of services that was contracted with the City of Lawndale. As a quick overview, the following tasks were performed to complete the work over the past several months:

2022 Pavement Management Work Efforts:

- Task 1:** Project Kickoff-Data Management
- Task 2:** Update of Maintenance Activities
- Task 3:** Pavement Condition Survey (approx. 49 miles)
- Task 4:** Budgetary Analysis and Capital Improvement Reports
- Task 5:** Executive Summary and Final CIP Reports
- Task 6:** Mapping of the Pavement Network

Pavement Management Update 2022

As a part of the 2022 update of the pavement management program, a major element of work was to complete a comprehensive assessment of the existing street network and PMP data within the City. This included assessing the City's existing MicroPAVER database, MS Excel spreadsheets, GIS centerline, street naming conventions and work history information. From there, Bucknam worked with the City to confirm public and private street listings which set the foundation for accurate CIP reporting. All data was then updated into the City's current MicroPAVER database.

Work history information was provided by the City in the form of institutional knowledge, maps and Excel documents. This information was entered into the proper pavement segments that match the limits of those projects. From there, CIP pavement recommendations were performed (discussed and demonstrated below) where the pavement maintenance information the City provided (PMP material practices, unit costs, and capital budgets) were used to generate recommendations through the MicroPAVER system.

Table 6 demonstrates PCI ranges identified within MicroPAVER. Once a pavement inspection is complete, a PCI is calculated for each pavement section. Each PCI calculated falls within a defined PCI range category (Very Good, Poor, etc.). Furthermore, a weighted PCI was calculated for each functional class within the network (arterials, locals, alleys).

The PCI is a condition rating that ranges from 100 (a new pavement section or recently overlaid or reconstructed) to 0 for a section that has structurally failed and deteriorated dramatically. Weighted average PCI of a given area/zone = pavement section PCI multiplied by its own area divided by the total square footage of the given area/zone. This information can also be represented through MicroPAVER to show how much square footage or percentage of area falls within a PCI range category.



<u>PCI RANGE</u>	<u>CONDITION</u>
86-100	Very Good
75-85	Good
60-74	Fair (Lawndale Network 2022 = 73.3)
41-59	Poor
0-40	Very Poor

Table 6 - PCI Range

(Additionally, see page 24 for detailed description of PCI ranges)

These condition ranges are defined by the Army Corps of Engineers and defaulted within the MicroPAVER software. The summary of all roads condition data and their representative PCI's can be seen in the Pavement Condition Report in Section III.



STRATEGY ASSIGNMENT TABLE

Once the appropriate activities from the above listings were selected by the City, a Maintenance Strategy Table was defined within the system that allocated the appropriate actions to the specific repair needs of the street. In defining the maintenance strategy list, emphasis was placed on defining pavement condition thresholds and using the PCI for the specific maintenance activities within these categories.

Strategy Assignment Table

All Streets		
PCI Range	Description	Unit Cost/SF
20-100	Preventative, Stop Gap, Patching	Varies by Activity
Varies by Activity		
60-85	Type II Slurry Seal (Local)	\$0.45
60-85	Type II Slurry Seal (Arterial)	\$0.60
Minimal Level of Service (65)		
20-60	2" AC Cold Mill & Fill (Local)	\$2.60
20-60	2" AC Cold Mill & Fill (Arterial)	\$3.50
20-60	ARHM	\$4.00
0-20	AC Recon 4" / 6" CAB	\$8.50
0-20	PCC Recon	\$18.00
35% Contingency included within All Unit Costs		

Table 7 - Strategy Assignment Table

The Strategy Assignments Table, shown in Table 7 was developed to identify the most critical segments in each of the work programs (Arterial, Collector and Local). Segment priorities were established by determining the range of PCI's requiring first attention based on the relative value of each segment's PCI, thus maximizing the annual maintenance budget. Also, distress quantity, area extent, type (load / climate) and distress severity levels were critical elements in the decision process for recommending maintenance. The assignment table is used as a guide within MicroPAVER to recommend maintenance, however, further assessment by City staff and/or outside parties can override maintenance recommendations. This can be done by reviewing and assessing distress extents and their weighted percentages.

Once the strategy assignments were set within the system, budgets and work assignments were generated for each work program on an annual basis. Using pavement deterioration curves for each type of pavement surface and class of road, both current year and future years work requirements for each pavement segment within the City were determined. In forecasting the maintenance requirements in future years, the current PCI value is reduced annually for each pavement segment based on the MicroPAVER deterioration curves within the City's database.



Likewise, maintenance activities performed in a given year increase the PCI value as they are applied to the segment. The overall program is dynamic in that each strategy consists of a cyclic series of actions that simulates the pavement anticipated life cycle.

This is demonstrated in Figure 3 below; it demonstrates the cost-effective use of slurry seal as a given pavement section(s) PCI deteriorates to a level of 65 to 85. Additionally, it demonstrates the cost impact of allowing a section, zone or the entire PMP network to deteriorate to a PCI level of 60 or below; the cost of maintenance/rehabilitation increases at a high level (slurry maintenance is typically \$0.50 SF compared to an overlay at \$4.00 / SF).



Figure 3 – Sample Pavement Life Cycle / Deterioration Rate

MULTI-YEAR ANNUAL WORK PROGRAM PROJECTIONS

The goal of these projections is to assist City policy makers in utilizing the recommendations of the MicroPAVER system. By using the City of Lawndale's current budgets and maintenance practices the system will develop "section unique" improvements and strategies. Each segment will be tied to a specific fiscal year. As shown in the following pages, we have assessed the budgets that have been projected to meet the maintenance and rehabilitations needed to maximize the City's return on investment. The budget forecasting goal for the City network focused on:

- ❖ Establishing a proactive multi-year Maintenance & Rehabilitation Program;
- ❖ Developing a preventive maintenance program; and
- ❖ Selecting the most cost-effective repairs based on City strategies

MAINTAIN PCI BUDGET – This budget was generated for the City to demonstrate what level of annual funding is necessary to "maintain" today's current PCI of 73.3.

The City's annual potential/planned budget is funded through the following sources:

- SB1
- CDBG
- Gas Tax
- Proposition C
- Measure M
- Measure R
- General Fund

INCREASE PCI TO 80 BUDGET – A "Increase PCI to 80" budget was generated for the City to demonstrate what level of annual Public Works maintenance and rehabilitation CIP funding is necessary to increase the citywide weighted PCI to 80 by FY 2027.

**All multi-year budget projections include a 3% inflation rate for the term of the budget forecast.*



ARTERIAL-COLLECTOR / LOCAL BUDGET PROJECTIONS

The annual projected revenues shown below only account for the cost of pavement maintenance and rehabilitation activities. A 35% contingency was applied to the pavement costs. Additional soft costs not included within the cost of pavement maintenance include:

- Right-of-way;
- Utility improvements;
- Design, construction management, inspection, testing;
- Tree removals;



MAXIMUM BUDGET PROGRAM (FIVE YEAR MODEL)

The first key step in developing a proactive PMP is to model the City's existing conditions against a projected and/or available budgets. In doing this, PCI performance, deferred maintenance and pavement application uses are able to benchmark and demonstrate in a positive or negative result. With the City striving to show proactive maintenance across all City pavements and neighborhoods, a budget program was generated to show the greatest return on investment through the application of slurry seal, cape seal, grind & overlay and alternative overlay rehabilitation. Bucknam utilized the City's \$3.35 million/5yr budget to establish a benchmark scenario for pavement funding; the City reviewed current 2022 "benchmarked" unit costs from surrounding local agencies to develop this five-year scenario.

The "Maximum Funding Budget" program incorporates pavement sections that have a functional class of Arterial (A), Collector (B, C) and Local (E).

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	78.0	\$278,500	\$3,118,700	\$3,397,200	\$7,577,200
2023-24	76.4	79.5	\$258,600	\$3,158,600	\$3,417,200	\$4,818,900
2024-25	78.3	81.6	\$235,200	\$3,238,900	\$3,474,100	\$3,502,400
2025-26	78.5	82.7	\$235,400	\$3,009,800	\$3,245,200	\$3,022,900
2026-27	79.8	83.3	\$118,600	\$2,654,100	\$2,772,700	\$646,300
			\$1,126,300	\$15,180,100	\$16,306,400	

Table 8 – Pavement Funding Scenario w/Maximum Funding

Referring to Table 8, it is noted that the weighted PCI increases annually through the five-year projection (73.3 to 83.3). If the City utilizes an average annual budget of \$3,261,300/yr for slurry, overlay, and reconstruction projects as shown above, the overall conditions will "increase by 14%" and the City will see a substantial 91% decrease in the amount of deferred maintenance. The annual deferred maintenance total decreases from \$7.6 million to \$650k at the end of the five-years. These results should be monitored as the City performs major rehabilitation over the next several years.

We recommend that increased, balanced funding allocation should be the focus for FY 2022-23 through FY 2024-25. This would result in a higher citywide weighted PCI by FY 2025. We recommend that annual funding levels be appropriated at 60% Locals/Collectors and 40% Arterials over the next five years. This will generate a balanced PCI for all networks by FY 2027.



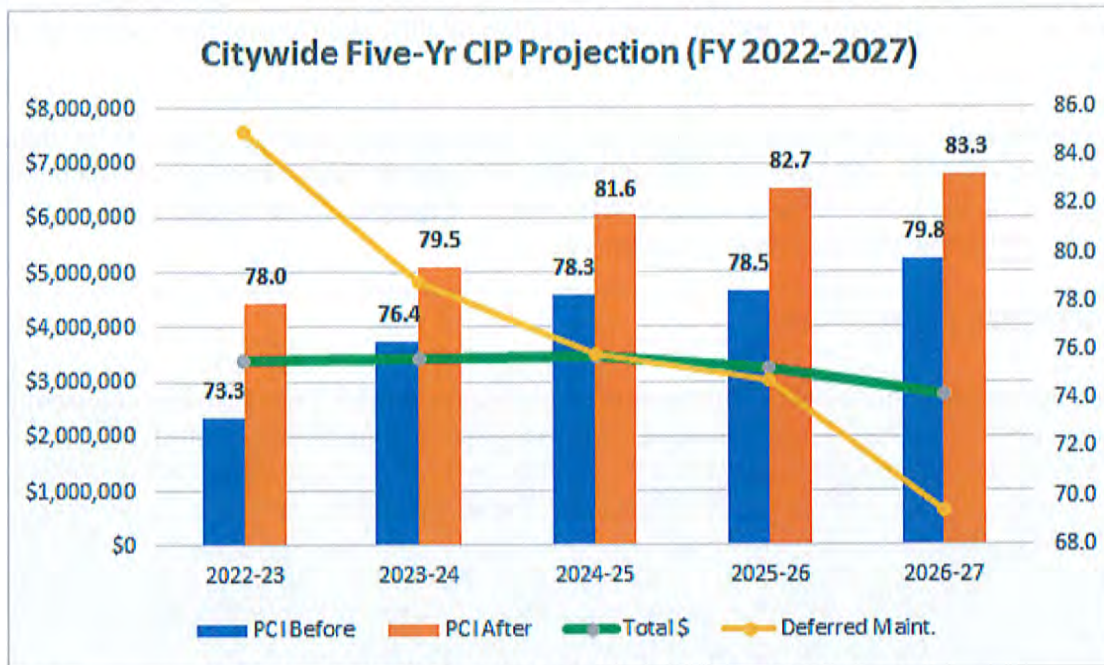


Figure 4 – Resulting Network PCI (Maximum Funding Budget)

MAINTAIN PCI PROGRAM (FIVE YEAR MODEL)

With the City striving to show proactive maintenance across all City pavements, a budget program was generated to show the greatest return on investment through the application of slurry seal, mill & cap, and alternative overlay maintenance. Our goal under this model is to maintain the current 2022 weighted PCI of 73.3 through a five-year program. This model will demonstrate the necessary funding to achieve this goal.

The Maintain Program incorporates pavement sections that have a functional class of Arterial (A), Collector (B, C) and Local (E).

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	74.0	\$278,500	\$429,800	\$708,300	\$10,279,900
2023-24	72.5	74.2	\$258,600	\$642,800	\$901,400	\$10,598,500
2024-25	72.7	75.0	\$235,200	\$451,400	\$686,600	\$10,620,900
2025-26	73.4	74.5	\$235,400	\$468,100	\$703,500	\$11,019,300
2026-27	72.5	73.0	\$118,600	\$654,000	\$772,600	\$11,324,200
			\$1,126,300	\$2,646,100	\$3,772,400	

Table 9 – Pavement Funding Scenario to Maintain Current PCI of 73.3

By modeling the existing pavement conditions against an annual average funding of \$754,500/yr, we have found that one positive and one negative result occurs over the five-year CIP. (See Figure 5 below). First, the weighted PCI for the entire network sustains at a level of 73.3 over the five-year CIP.

Secondly, the resulting deferred maintenance backlog increases from \$10.3 million to \$11.3 million after the five years program which indicates that an annual \$754,500 pavement budget is



not ample enough to decrease the high amount of deferred rehabilitation maintenance on the pavement network.

Limited funding equals deferred projects which does not allow necessary overlay projects to be completed on the arterial, collector, and local networks; if the City continues to fund rehabilitation maintenance at these levels, high deferred maintenance costs will create a stagnation in the network PCI where it will remain at a level within the low-70's for numerous years.

DEFERRED MAINTENANCE

Delaying repairs on streets where pavement condition indicates a need creates deferred maintenance. Deferred maintenance includes pavement maintenance / rehabilitation that is needed across the entire network but cannot be performed due to the lack of available funding and is pushed to the next budget cycle. The actual repairs that are being deferred are often referred to as a "backlog".

As maintenance is deferred, the opportunity to apply life extending preventive pavement applications is lost and the ultimate cost of rehabilitation multiples.

Currently, within the calculated citywide deferred maintenance, 13% of the costs are for slurry, cape and stop gap maintenance and 87% for grind/overlay and reconstruction.

As shown, this projection model does maintain PCI but does not meet the initial goal of maintaining or decreasing the City's deferred maintenance/rehabilitation. In order for these scenarios to produce these results proactive continuous funding is necessary; on an annual basis, the City should monitor the management of overlay deferred maintenance. The potential delay in projects and the resulting buildup of more overlay work in the five-year time frame is not a debt that City will want to accept.

Through Bucknam's analysis of the previous pavement database, work history dates and our experience with AC Overlay deterioration rates, it is important to point out that pavement sections that were overlaid in the early part of the mid-2000's (FY's 2007-2008) will need proper overlay maintenance approximately around fiscal year 2022-23 and beyond.

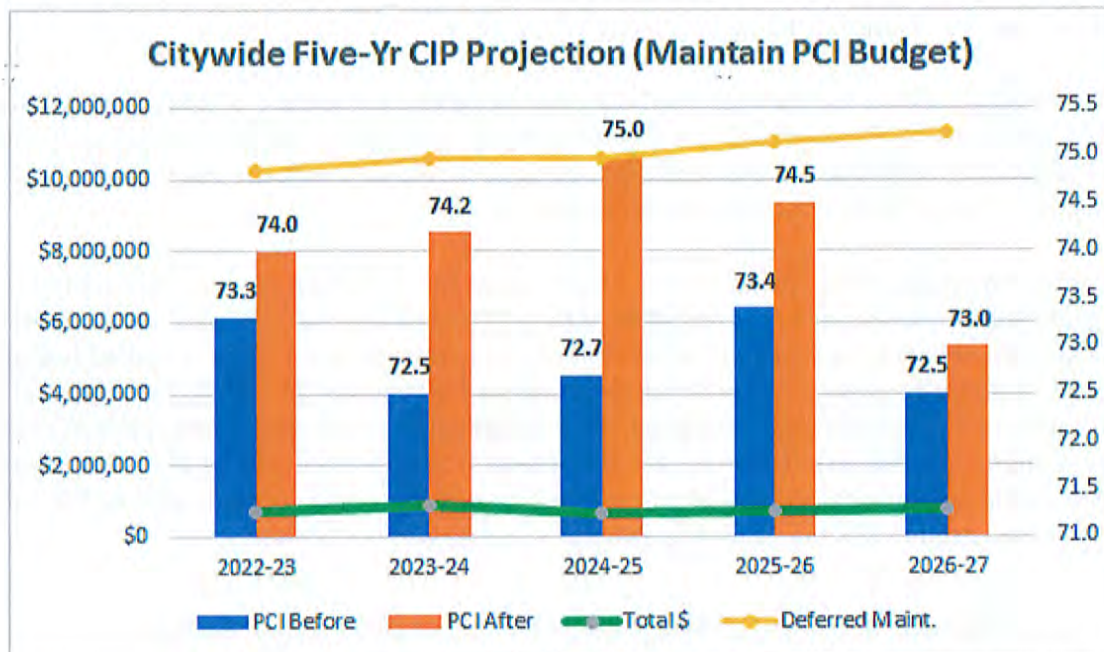


Figure 5 – Resulting Network PCI (Maintain PCI Budget)

INCREASE PCI TO 80 PROGRAM (FIVE YEAR MODEL)

With the City striving to show proactive rehabilitation across all qualifying pavements, the \$1.7 Million budget program was applied to current conditions to show the potential return on investment.

Building upon the short falls of the previous reporting model we increased the amount of funding available for overlay/rehabilitation efforts and focused our recommendations within geographic zones/neighborhoods. This program incorporates pavement sections that have a functional class of Arterial (A, C) and Local (L).

Plan Year	PCI Before	PCI After	Slurry/Cape	Overlay/Recon	Total \$	Deferred Maint.
2022-23	73.3	77.3	\$116,225	\$2,141,902	\$2,258,127	\$8,970,500
2023-24	75.9	78.9	\$317,509	\$1,780,574	\$2,098,083	\$8,132,500
2024-25	78.1	79.5	\$375,742	\$1,948,716	\$2,324,458	\$6,998,900
2025-26	78.2	79.9	\$243,689	\$1,433,465	\$1,677,154	\$5,932,500
2026-27	78.5	80.7	\$861,966	\$277,132	\$1,139,098	\$4,749,200
			\$1,915,131	\$7,581,789	\$9,496,920	

Table 10 – Pavement Funding Scenario to Increase Citywide PCI to 80

Referring to Table 10, it is noted that the weighted PCI increases proactively through the five-year projection (73.3 to 80.7). Additionally, the annual deferred maintenance total decreases from \$9.2 million to \$4.7 million at the end of the five-years. If the City utilizes an average annual budget of \$1,899,400/yr for slurry, overlay, and reconstruction maintenance as shown above, the City will be able to “increase” the current conditions and will continue to see an ample decrease in deferred



maintenance (mostly overlay maintenance) by fiscal year 2027.

We recommend consistent maintenance to the arterial network (i.e. localized patching, ARHM) through the use of awarded SB 1, Proposition C and Measure R funds. But again, with the Local network showing a higher degree of need due to the total amount of sections, a new focus for neighborhood area maintenance and proactive overlays should be considered.

The resulting “increase of the weighted PCI” shown above for the entire network demonstrates how applying adequate capital funds to specific areas of the network allows the City’s pavement conditions to increase at a rate that is conducive to a successful PMP. Additionally, even with the limited budget, the City should continue to implement localized maintenance (i.e. alternative High Density Mineral Bond (HDMB) applications, Asphalt Zipper deep patching, leveling courses, crack sealing, etc.) prior to any major slurry seal and/or overlay maintenance. By performing stop gap measures to individual pavement sections prior to conventional slurry and overlay applications the overall performance of the sections condition sustain itself longer than if no stop gap maintenance was performed.

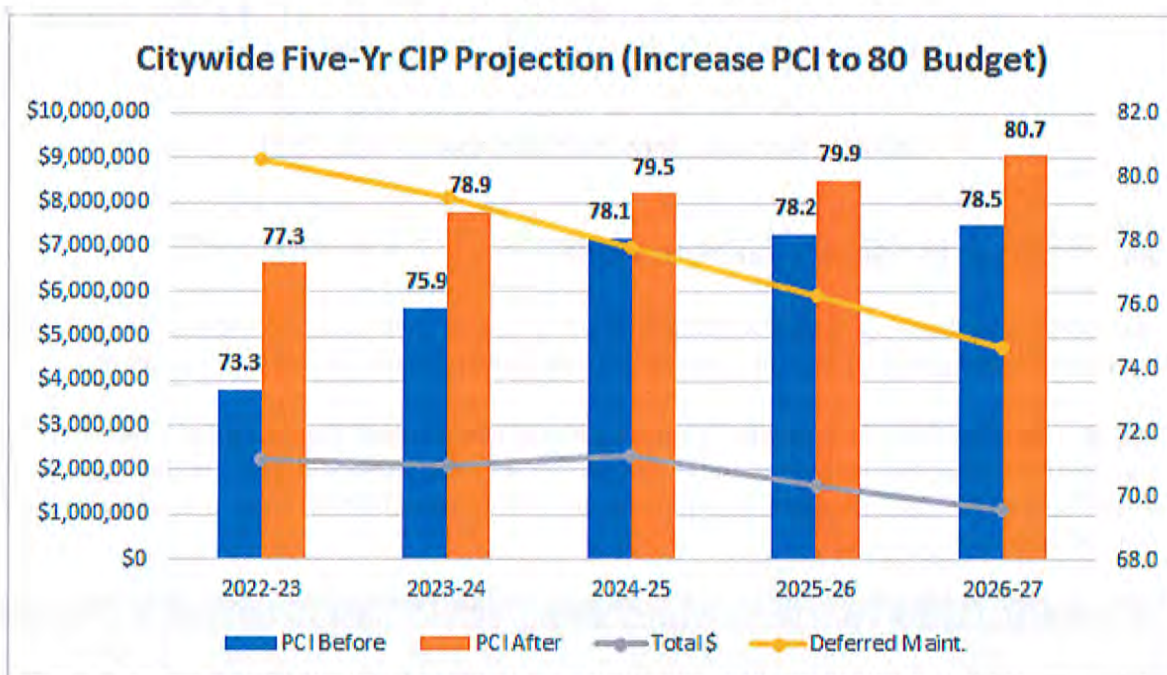


Figure 6 – Resulting Network PCI (Increase PCI to 80 Budget)

The City should consider establishing a Local slurry/cape seal maintenance “neighborhood” strategy for several reasons. First, preventive maintenance applications applied five plus (5+) years after rehabilitation, like those mentioned above, will help to sustain high levels of condition while reducing annual expenditures. Secondly, with a citywide maintenance neighborhood methodology established, four beneficial impacts occur:

- 1) Planned / Maintenance areas are addressed through a multi-yr maintenance cycle which creates a dedicated project schedule for City staff and constituent inquiries;
- 2) Deferred overlay maintenance can be addressed in a more effective

manner due to accrued savings of revenues (reduced construction logistical costs, volume-based costs, etc.)

- 3) A preventive maintenance strategy is more cost-effective in a long-term PMP rather than implementing a maintenance approach that addresses only the “worst-first” streets.
- 4) All maintenance alternatives are available due to the increased funding and focused maintenance per year.

The Local maintenance model that has been developed can be used as a benchmark to monitor the City’s annual budget allocations as the network continues to mature and age; the proper amount of funding for overlay maintenance needs to be the City’s highest priority.

Again, it is recommended that the City continue to monitor the deterioration rates for the applications of Grind & Overlay, Cape Seal and Type II Slurry Seal to ensure the City is generating the greatest return-on-investment and extend life-cycles; this should be done through frequent inspections and deterioration studies.

PAVEMENT MANAGEMENT PROGRAM REPORTS

In addition to the annual budget scenario, this report contains a comprehensive and complementary assemblage of pavement management reports ranging from summary reports to annual maintenance and rehabilitation schedules (Forecasted Maintenance Report, Section IV). Collectively as well as individually, the reports represent reasonable projections of pavement maintenance needs and performance based on visual condition assessments, unit cost estimates, and pavement deterioration models.

It is important to note that pavement segment dimensions and surface area (recorded during the 2022 inspections), along with the action and repair costs, as presented within the reports are accurate within tolerable limits. This is noteworthy due to the "implied" accuracy of reporting length and width to the nearest foot, surface area to the nearest square foot, and action and repair unit costs and project estimates to the nearest penny and dollar, respectively.

NEXT STEPS

As with any infrastructure management software program, time investments need to be made by key Public Works staff to maintain the integrity of the data as well as the accuracy. Bucknam can perform training sessions in the use of the MicroPAVER system and demonstrate how to generate standard maintenance reports to assist City staff in developing yearly budgets, project level analysis, and CIP projections. This will be key to future staff management of the pavement program and reporting. City personnel need to maintain their commitment to the preventive maintenance system, while working toward reducing the City's present backlog of rehabilitation projects.

In order to ensure that report outputs are accurate and credible, it is essential that the integrity of all data files be maintained. This will require performing all necessary updates when changes are made to scheduling scenarios, unit cost information, historical data, etc. In addition, the entire pavement network will have to be re-inventoried at regular intervals. This typically includes surveying arterial and collectors every two years and Locals every three.

This will not only allow work to be scheduled based on the most current condition data available but will provide City personnel with a means to monitor actual rates of pavement deterioration so appropriate modifications can be made to the system curves. To be compliant with the METRO requirements, the City must generate a triennial Arterial and Collector network pavement management report indicating condition ratings.

Bucknam will be supporting the City with staff level support to assist in the continuous updates with the MicroPAVER system. This will include work history updates, generating reports from the system, unit cost updates, and future inspections.



CONDITION DISTRIBUTION REPORT

This report graphically depicts the distribution of the pavement condition throughout the street network by area.

The condition scheme ranges from “Very Good” to “Very Poor”; with a “Very Good” condition corresponding to a pavement at the beginning of its life cycle, and a “Very Poor” condition representing a badly deteriorated pavement with virtually no remaining life.

The table below shows the general description for each pavement condition:

Condition Description – PCI Range – Description

Condition Description	PCI Range	Description
Very Good	86-100	Minor to low distress, no significant distress; Low severity distresses with expectation of utility patches in good condition or slight hairline cracks; minor weathering found
Good	75-85	Slight to moderately weathered, low to moderate distress severities, utility patching commonly found; moderate distress extents
Fair	60-74	Severely weathered or moderate levels of distress, generally limited to utility patching and climate related distress
Poor	41-59	Moderate to high distresses including load related types such as alligator cracking, greater distress extents
Very Poor	0-40	Severely distresses, large quantities of distortion or alligator cracking; Failure of the pavement, distress has surpassed tolerable rehabilitation limits

2022 City of Lawndale weighted average PCI is 73.3 (Fair).



CALCULATION OF PCI

In order to calculate a Pavement Condition Index (PCI) value within MicroPAVER, specific street section data needs to be inputted into MicroPAVER to define the survey limits, asphalt types, pavement age and metrics. Pavement “sections” are pavement segments within the defined branch that have consistent pavement street classifications, construction/maintenance histories and use. Representative inspection samples are then selected and visually surveyed to locate distress data. This data is used to calculate the pavement sections Pavement Condition Index (PCI) which includes distress type, extent of the distress and its severity.

The PCI is a condition rating that ranges from 100 (pavement section that is in perfect condition) to 0 for a section that has structurally failed and deteriorated dramatically. The PCI is calculated from three major data entries from our inspectors:

1. Distress Type (one of 20 AC or 19 PCC types); these include alligator cracking, bleeding, block cracking, corrugations, depressions, long/trans cracking, patch/utility cut, potholes, rutting, weathering, raveling, etc.
2. Distress Quantity (the square footage, length or count of a specific distress)
3. Distress Severity (the level of severity determined for each distress found; low, medium or high)

PAVER 6.1.2

File Tables Preferences Add-Ins Window Help

Inventory Work PCI Reports Pred. Modeling Cond. Analysis M&R Plan GIS/Tree Sel. List Sel. Wizard

List Selector

Network: Arcadia City of Arcadia, CA
Branch: ALBERT WY
Section: 1000 From: PALM AVE To: WOODRUFF AVE

PCI Arcadia-ALBERT WY-1000

Summary data at time of inspection

Branch Use: ROADWAY Section Surface Type: AC Section True Area: 22,605 SqFt
Section Length: 695 Ft Section Width: 33 Ft

Inspection Date: 4/1/2005 Edit Inspections Detailed Inspection Comments Calculate Conditions

Sample Unit: 1 Edit Sample Units

Sample Unit Size: 22605.00 SqFt No distresses found during inspection Remaining Samples Have No Distress

Distress Type

01 ALLIGATOR CR 06 DEPRESSION 11 PATCH/UT CUT 16 SHOVRNG
02 BLEEDING 07 EDGE CR 12 POLISHED AG 17 SLIPPAGE CR
03 BLOCK CR 08 JT REF. CR 13 POTHOLE 18 SWELL
04 BUMPS/SAGS 09 LANE SH DROP 14 RR CROSSING 19 WEATH/RAVEL
05 CORRUGATION 10 L_T CR 15 RUTTING

Distress Severity

Low Medium High N/A

Distress Quantity

2825.98 SqFt

Distress	Description	Severity	Quantity	Units
1	ALLIGATOR	L	2,825.98	SqFt
1	ALLIGATOR	M	115	SqFt
1	ALLIGATOR	H	25	SqFt
3	BLOCK	L	12,432.9	SqFt
3	BLOCK	M	1,016.99	SqFt

Previous Sample Unit Next Sample Unit Smp Images (0) Insp Images (0) Close

Add Distress Delete Distress Replace Distress

Figure 7 – PCI Calculation Worksheet



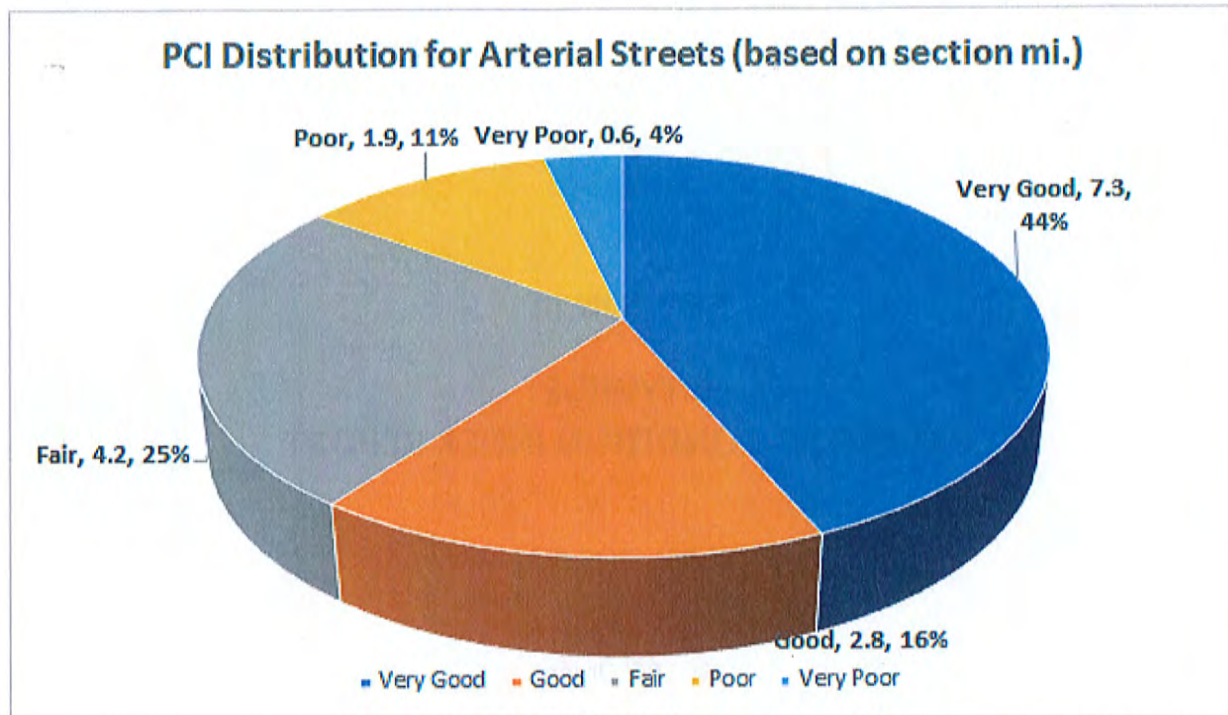


Figure 8 – Arterial Condition Distribution

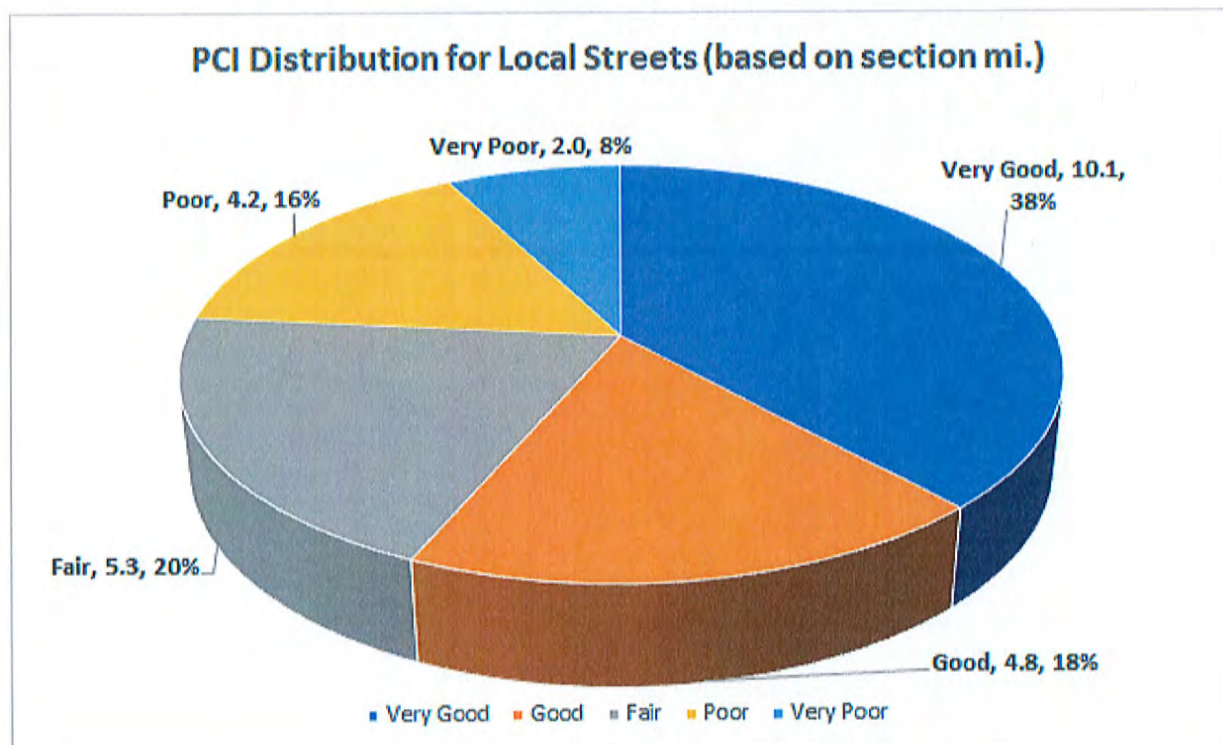


Figure 9 – Local Condition Distribution

SECTION III

CITYWIDE PAVEMENT CONDITION INDEX REPORT

- A. PCI Report Definitions
- B. Lawndale 2022 PCI Map
- C. A to Z
- D. PCI Order



PAVEMENT CONDITION INDEX REPORT

Listed alphabetically by street name or PCI, this report provides the City with a listing of pertinent inventory and pavement condition data for each inventory unit within the City's pavement network. The Pavement Condition Index (PCI) Report notes the names, limits, classification, dimension, surface type, and lane configuration of each inventory unit.

Detailed descriptions of the information appearing on this report are presented below:

BRANCH NAME - The name of each inventory unit appears in this column. Generally, the inventory unit name is taken directly from a street sign; however, where no street signs are posted, the name appearing on the network map is noted instead.

A sample set of street name suffix abbreviation definitions is presented below:

AVE -	Avenue	CT -	Court	CIR -	Circle
DR -	Drive	LN -	Lane	RD -	Road
ST -	Street	WY -	Way	EB -	East Bound
NB -	North Bound	SB -	South Bound	WB -	West Bound
TER -	Terrace	PL -	Place		

FROM - A description of the beginning limit of each inventory unit appears in this column. If the beginning limit exists between intersections, then the beginning limit description may consist of a street name, an address, post mile marker, or a distance from a known point of reference (e.g., "500' N/MAIN ST").

TO - A description of the ending limit of each inventory unit appears in this column. Like BEGIN limit, the END limit description may consist of a street name, an address, or a distance from a known point of reference. In the case of cul-de-sacs, or dead ends, the END limit consists of an address, or a directional reference, such as "NORTH END," when no address is available.

STREET CLASSIFICATION - The codes for four street classifications are represented below. Basically, units are classified according to the LA County MPAH and City classifications.

<u>CODE</u>	<u>DESCRIPTION</u>
A	Primary Arterial
B	Arterial
C	Collector / Secondary
E	Local

SURFACE TYPE - A code was assigned to each inventory unit to describe surface type.

<u>CODE</u>	<u>DESCRIPTION</u>
AC	Asphalt Concrete
PCC	Concrete



LENGTH - The length of the section within each branch.

UNITS - The unit of measurement for the section length, typically linear feet (LF).

AREA - The area of each section within a branch.

UNITS - The unit of measurement for the section area, typically square feet (SF).

PCI - Pavement Condition Indices were calculated for inventory units based on severity and extent of distress manifestations observed within the inventory unit. Ranging between 0 and 100, a PCI of "100" corresponds to a pavement at the beginning of its life cycle, while a PCI of "0" corresponds to a badly deteriorated pavement which is at or near the end of its life cycle.

PCI CLIMATE, LOAD AND OTHER – reflects "Section Extrapolated Distress"; these values are shown within the Sample Distresses tab within the PCI window. Distresses are aggregated based on the type and severity level. For random samples, distress quantities are adjusted to reflect the extrapolated value based on the sections total area. Extrapolated distress deducts are classified as resulting from Climate, Load and Other distresses. The Distress Classification portion of the tab shows the "percent" of extrapolated distress deduct belonging to Climate, Load and Other (these %'s are shown within the PCI reports herein). These values are beneficial in that they support the decision whether recommend slurry seal, overlay or reconstruction project for street sections.

INSPECTION DATE – Represents the most recent inspection date performed on a given sections. PCI shown is historical in value and may not indicate what "today's" PCI is due to variance in time. Pavement deterioration calculations can be performed on a section(s) to demonstrate a deteriorated PCI based upon a new current date.



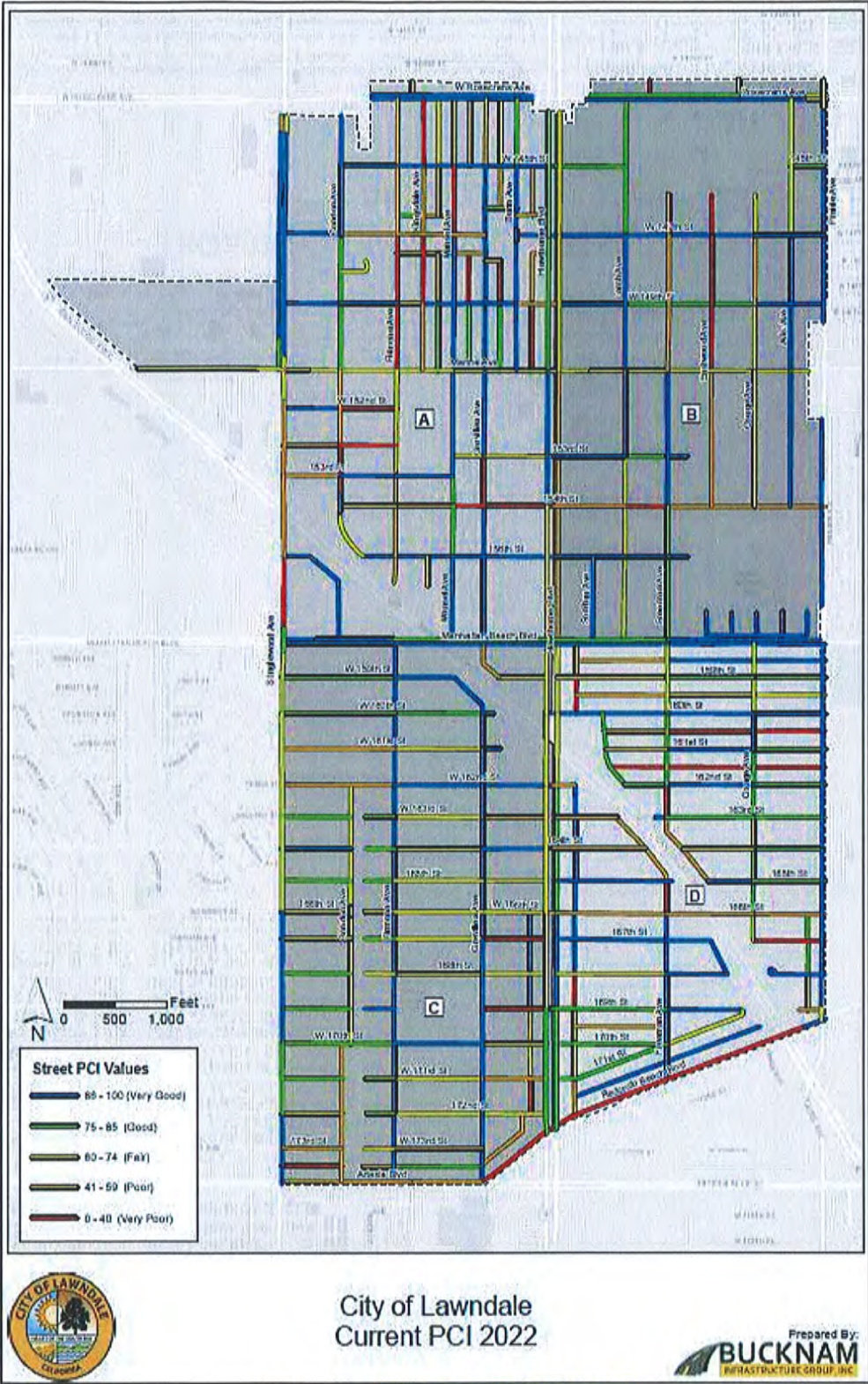


Figure 10 – Lawndale 2022 PCI Map



A. Increase PCI Budget, Five Year Plan (2022-2027)

A. Increase PCI Budget, Five Year Plan (2022-2027)

FORECASTED MAINTENANCE REPORT

Section by section street listing sorted by street classification, plan year then alphabetically; this report presents the year and action corresponding to the next scheduled work activity for specific segments within the pavement network. Sections not shown are considered as deferred maintenance.

INCREASE PCI BUDGET – This budget was generated for the City to demonstrate how the City's 5-Year Roadway Infrastructure funding allocation performs against the current citywide conditions. The City's annual potential/planned budget is funded through the following sources:

- SB1
- CDBG
- Gas Tax
- Proposition C
- Measure M
- Measure R
- General Fund

We have sorted the following report by street classifications for easy review (Arterial – Local, A to Z order).

The annual projected revenues shown below only account for the cost of pavement maintenance and rehabilitation activities. A 35% contingency was applied to the pavement costs. Additional right-of-way, utility, curb & gutter, ADA ramps, tree removals, etc. were not included in these cost projections.

In general sections are chosen first and foremost on available budget; secondly, the square footage of each section plays a large factor. The software initially chooses the draft sections that will increase PCI, sustain PCI or slow PCI deterioration within the budgeted timeframe. Additionally, the types of distress, extents of distress and severities of distress (high, medium, low) also determine how sections are/can be selected.

FORECASTED MAINTENANCE REPORT INCREASE PCI TO 80 BUDGET



CITY OF LAWDALE

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

September 19, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant
Michael Reyes, Director of Municipal Services
Hrant Manuelian, Director of Finance/City Treasurer

SUBJECT: **Adopt Resolution authorizing a Reward for Information Leading to the Arrest and Conviction of the Criminal Suspect in the August 28, 2022 Fatal Hit-and-Run Traffic Collision in the City of Lawndale**

BACKGROUND

On Sunday, August 28, 2022, at approximately 12:00 a.m., an unknown suspect in a silver Toyota 4Runner, or similar vehicle, outfitted for off-roading was traveling in the number two lane of southbound Inglewood Avenue from 147th Street in Lawndale, California. The suspect's vehicle sideswiped the victim, a bicyclist, who was also traveling in the number two lane. The suspect continued to travel southbound on Inglewood Avenue to the intersection of, or about, Artesia Boulevard without stopping to administer aid to the victim or to notify emergency responders that medical assistance was needed. The victim was transported to the hospital for treatment, but died from his injuries several hours later.

The Los Angeles County Sheriff's Department released a Special Bulletin in an attempt to identify the vehicular manslaughter suspect, but as of the writing of this report the suspect remains outstanding. Detectives and investigators are continuing to gather facts in this case, but they are now seeking additional assistance from the public.

STAFF REVIEW

Pursuant to California Government Code Section 53069.5, the City Council is authorized to offer and pay a reward to any individual who provides information leading to the apprehension of any person(s) whose willful misconduct results in injury or death to any person. Lawndale Municipal Code Chapter 1.10 - Reward for Information on Crimes, specifies the procedures for the offer of monetary rewards, and subsequent public noticing, filing and review of claims and award of payment (see attachments).

The Lawndale Municipal Code allows for a reward up to five thousand dollars (\$5,000), and in particularly heinous crimes, the City Council is authorized to increase the monetary reward per Lawndale Municipal Code Chapter 1.10.020. Staff recommends that the City Council establish a reward amount not to exceed ten thousand dollars (\$10,000).

Resolution No. CC-2209-046 is therefore presented for adoption, with a reward amount not to exceed ten thousand dollars (\$10,000), should the City Council desire to offer a reward in this case.

City Council Meeting – September 19, 2022
Resolution Authorizing a Reward for Information
Leading to the Arrest and Conviction of Criminal Suspect

The Los Angeles Sheriff's Department has also put in a request with the Los Angeles County Board of Supervisors (Board) seeking an additional \$10,000 from their general fund to match the City of Lawndale's reward, but the Board does not meet until later this month.

LEGAL REVIEW

The City Attorney's office has reviewed Resolution No. CC-2209-046 and has approved it to form.

FISCAL IMPACT

A budget appropriation of ten thousand dollars (\$10,000) would be necessary from the General Fund unrestricted fund balance to account number 100-110-540.310 City Council Discretionary Funds. These funds would be moved out of the General Fund Unrestricted balance and moved to General Fund Committed Fund Balance, thereby committing these funds to be used for this sole purpose.

RECOMMENDATION

Staff recommends that the City Council

- Adopt Resolution No. CC-2209-046 authorizing a reward in an amount up to \$10,000 for information leading to the arrest and conviction of the criminal suspect in the August 28, 2022 fatal hit-and-run traffic collision in the City of Lawndale; and
- Authorize the Finance Director/City Treasurer to appropriate funds from account number 100-110-540.310 in an amount up to \$10,000 to pay such reward as may be appropriate, should a suspect be identified and convicted in this fatal hit-and-run traffic collision, within the requirements and timelines noted in this report and attachments.

Attachments: 1. Resolution No. CC-2209-046
 2. California Government Code Section 53069.5
 3. Lawndale Municipal Code Chapter 1.10
 4. Special Bulletin – Los Angeles County Sheriff's Department

City Council Meeting – September 19, 2022
Resolution Authorizing a Reward for Information
Leading to the Arrest and Conviction of Criminal Suspect

Attachment 1

Resolution No. CC-2209-046

RESOLUTION NO. CC-2209-046

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA,
OFFERING A MONETARY REWARD FOR INFORMATION LEADING TO
THE APPREHENSION AND CONVICTION OF CRIMINAL SUSPECTS**

WHEREAS, Government Code Section 53069.5 authorizes the City to offer and pay a reward to any individual who provides information leading to the apprehension of any person or persons whose willful misconduct results in injury or death to any person or who willfully damages or destroys any property; and

WHEREAS, Lawndale Municipal Code (LMC) Chapter 1.10 authorizes the City Council to offer a reward up to a maximum of five thousand dollars (\$5,000) from the general funds of the city, or increase the reward in cases involving particularly heinous crimes or where it appears the community is at great risk; and

WHEREAS, such reward may be authorized by City Council adoption of a resolution which shall specify (if available) the person(s) injured or killed or the property damaged or destroyed, the date (if available) the misconduct occurred, and the amount of the monetary reward being offered; and

WHEREAS, the City Council of the City of Lawndale has determined that it is in the public's best interest to offer a monetary reward for information leading to the apprehension and conviction of suspects involved in the fatal hit-and-run traffic collision between suspect vehicle and bicyclist (victim) on August 28, 2022 at approximately 12:00 a.m. at the location described as West 147th Street and South Inglewood Avenue in the City of Lawndale, California, with the suspect and suspect vehicle, a Toyota 4Runner or similar, outfitted for off-roading, continuing to travel southbound on Inglewood Avenue to the intersection of Artesia Boulevard; and

WHEREAS, the City Council wishes to state the amount, terms, conditions, and manner of paying of such reward.

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

SECTION 1. That the City of Lawndale hereby offers a reward of up to a maximum of ten thousand dollars (\$10,000), funds shall be appropriated to account number 100-110-540.310 and designated as Committed General Fund Balance, to any person or persons who provide the appropriate law enforcement officials with information leading to the apprehension and conviction of any person or persons responsible for committing the following criminal act within the city:

Fatal hit-and-run traffic collision between suspect's vehicle and bicyclist (victim) on August 28, 2022 at approximately 12:00 a.m. at the location described as West 147th Street and South Inglewood Avenue in the City of Lawndale, resulting in victims death on or about August 28, 2022. The suspect and suspect's vehicle, a Toyota 4Runner or similar, outfitted for off-roading, continued to travel southbound on Inglewood Avenue to the intersection of Artesia Boulevard.

SECTION 2. That the offer of reward shall be published by the city clerk of the City of Lawndale, in accordance with the provisions of Government Code Section 6062(a).

SECTION 3. That to be considered for a reward, the information leading to the apprehension and conviction must be received by the appropriate law enforcement officials within ninety (90) days of the reward offer, unless otherwise extended by the Lawndale City Council. No law enforcement officer shall be eligible to receive a monetary reward.

SECTION 4. That claims for rewards offered herein must be submitted, in writing, in a sealed envelope marked confidential, to the City Manager of the City of Lawndale within sixty (60) days after the expiration of the period to provide information set forth in Section 3 above. The City Council may, in its sole discretion, extend the claim period where circumstances so warrant.

SECTION 5. That to be eligible for receipt of a reward, a claimant shall submit to the City Manager a claim for reward, in writing, which shall include the name, address, and telephone number of the claimant involved and the law enforcement official(s) to whom the information was provided. The City of Lawndale shall, to the maximum extent allowed by law, maintain in confidence, the name, address, and telephone number of any claimant.

SECTION 6. That conviction of the person or persons responsible for the criminal acts for which this reward is offered shall be required as a condition precedent to payment of a reward unless the City Council makes a finding of impossibility of conviction due to the death or incapacity of such person or persons.

SECTION 7. That all claims for reward shall be reviewed by a Claim Review Committee consisting of the City Manager or designee, City Attorney or designee, and Chief of Police or designee. Such committee shall make a recommendation to the City Council with regard to the amount and distribution of any reward. If necessary or otherwise appropriate, the Claim Review Committee may elect to consult affected city department, outside agencies, additional law enforcement authorities, and/or the office of the district attorney to determine the merit and validity of any claim for reward.

SECTION 8. That any reward shall be paid within thirty (30) calendar days after the conviction of the individual(s) responsible for the criminal act noted above. A total of no more than ten thousand dollars (\$10,000) shall be paid for the above-described incident. If more than one person provides information leading to the apprehension and conviction of any individual(s), the City Council may, in its sole unfettered discretion, determine to allocate a reward among different individuals on a percentage basis as the City Council deems reasonable. The decisions of the City Council shall be final and binding.

SECTION 9. That city staff shall consult with appropriate Sheriff's Department personnel for the purpose of developing, printing and distributing a reward poster consistent with this resolution.

PASSED, APPROVED AND ADOPTED this 19th day of September, 2022.

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-2209-046 at a regular meeting of said Council held on the 19th day of September, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

City Council Meeting – September 19, 2022
Resolution Authorizing a Reward for Information
Leading to the Arrest and Conviction of Criminal Suspect

Attachment 2

California Government Code Section 53069.5



GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] (Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821] (Division 2 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7] (Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 1. General [53000 - 53170] (Chapter 1 added by Stats. 1949, Ch. 81.)

ARTICLE 4. Miscellaneous [53060 - 53087.8] (Article 4 added by Stats. 1951, Ch. 522.)

53069.5. A local agency, as defined in Section 54951, may offer and pay a reward, the amount thereof to be determined by the local agency, for information leading to the determination of the identity of, and the apprehension of, any person whose willful misconduct results in injury or death to any person or who willfully damages or destroys any property.

Any person whose willful misconduct has resulted in injury or death to any student or any person employed by or performing volunteer services for a local agency or who has willfully damaged or destroyed any property of a local agency or any property of any other local agency or state or federal agency located within the boundaries of the local agency shall be liable for the amount of any reward paid pursuant to this section and if he is an unemancipated minor his parent or guardian shall also be liable for the amount.

(Amended by Stats. 1976, Ch. 326.)

City Council Meeting – September 19, 2022
Resolution Authorizing a Reward for Information
Leading to the Arrest and Conviction of Criminal Suspect

Attachment 3

Lawndale Municipal Code Chapter 1.10

Title 1 GENERAL PROVISIONS

Chapter 1.10 REWARD FOR INFORMATION ON CRIMES

1.10.010 Reward for information leading to the apprehension and/or conviction of persons who have engaged in certain acts of willful misconduct.

1.10.020 Amount of monetary reward.

1.10.030 Publication of notices.

1.10.040 Period within which to provide information.

1.10.050 Period to submit claim for reward.

1.10.060 Claim procedure.

1.10.070 Claim review committee.

1.10.080 Payment period.

1.10.010 Reward for information leading to the apprehension and/or conviction of persons who have engaged in certain acts of willful misconduct.

A. The city council is hereby authorized to offer a monetary reward for information leading to the apprehension and/or conviction of any person or persons whose willful misconduct results in injury or death to any person, or whose willful misconduct results in damage or destruction of property. Such monetary reward may be authorized and offered by resolution of the city council, and shall specify (if available) the person(s) injured or killed or the property damaged or destroyed, the date (if available) the misconduct occurred, and the amount of the monetary reward being offered. No law enforcement officer shall be eligible to receive a monetary reward unless the city council, by resolution, provides otherwise.

B. Conviction of the person or persons whose willful misconduct has resulted in injury or death to any person, or whose willful misconduct has resulted in damage or destruction of property shall be a condition precedent to the payment of any monetary reward unless the city council makes a finding of impossibility of conviction due to the death or incapacity of such person or persons. (Ord. 788-95 § 1)

1.10.020 Amount of monetary reward.

The city council may offer a reward up to a maximum of five thousand dollars payable from the general funds of the city. In particularly heinous crimes, or where it appears the community is at great risk, the city council is authorized to increase the monetary reward. In addition, private or other donations or funds may be added to city's general funds to increase the amount of the monetary reward offered. (Ord. 788-95 § 1)

1.10.030 Publication of notices.

Offers of monetary rewards and notices of the period within which to file claims for monetary rewards shall be published by the city clerk in accordance with the provisions of Government Code Section 6062a. (Ord. 1063-11 § 1; Ord. 788-95 § 1)

1.10.040 Period within which to provide information.

To be eligible for consideration to receive a monetary reward, the information must have been received by the appropriate law enforcement personnel or city department within ninety days of the offer of the monetary reward, unless such period is otherwise extended by resolution of the city council. (Ord. 788-95 § 1)

1.10.050 Period to submit claim for reward.

Claims for monetary rewards must be submitted, in writing, to the city manager within sixty days after the expiration of the period within which to provide information, unless such period is otherwise extended by resolution of the city council. (Ord. 788-95 § 1)

1.10.060 Claim procedure.

Any claim for monetary reward shall be submitted, in writing in a sealed envelope clearly marked confidential, to the city manager, and must include the name, address and telephone number of the claimant and the law enforcement personnel to which information has been provided. The city shall maintain in confidence, the name, address and telephone number of any claimant(s) to the maximum extent provided by law. (Ord. 788-95 § 1)

1.10.070 Claim review committee.

Any claim for monetary rewards shall be reviewed by a claim review committee consisting of the city manager, or designee, the city attorney, or designee, and the chief of police, or designee. Such committee shall review and verify the propriety of any claim and, thereafter, shall forward to the city council a recommendation with regard to the amount and distribution of any monetary reward. If necessary or otherwise appropriate, the claim review committee may elect to consult affected city departments, outside agencies, additional law enforcement authorities, and/or the office of the district attorney to determine the validity, merit and allocation of any claim for monetary reward. The city council, in its sole and unfettered discretion, shall determine whether to pay a monetary reward, the amount of such reward to be paid, and the individual(s) to whom such reward shall be paid, and the decision of the city council regarding such shall be final and binding. (Ord. 788-95 § 1)

1.10.080 Payment period.

Any monetary reward shall be paid not later than thirty calendar days from and after the conviction of the individual(s) responsible for the willful misconduct for which such monetary reward was offered. (Ord. 788-95 § 1)

Contact:

City Clerk: (310) 973-3213, City Hall: (310) 973-3200

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City Council Meeting – September 19, 2022
Resolution Authorizing a Reward for Information
Leading to the Arrest and Conviction of Criminal Suspect

Attachment 4

Special Bulletin – Los Angeles County Sheriff's Department



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SPECIAL BULLETIN

For Law Enforcement Use Only!

SHERIFF ALEX VILLANUEVA

ATTEMPT TO IDENTIFY FATAL HIT-AND-RUN TRAFFIC COLLISION

DR	DATE	TIME	RD	LOCATION
022-07250-0332-251	08/28/22	12:00	0332	W. 147th St. & S. Inglewood Ave. Lawndale



SUSPECT:	Unknown
SUSPECT VEHICLE:	Silver late 1990s Toyota 4Runner outfitted for off-roading. Black rims, black rooftop luggage rack, sunroof, black push-bar, and front right passenger headlight casing shattered.
SUMMARY:	A suspect in the above vehicle was traveling in the #2 lane of southbound Inglewood Ave. from 147 th St. and sideswiped the victim (bicyclist), who was also traveling southbound in the #2 lane. The suspect continued to travel southbound Inglewood Ave. at the intersection of Artesia Blvd. The victim was pronounced deceased.



If located, field interview and forward information to Detective Garcia.

ANY INFORMATION, PLEASE CONTACT:

South Los Angeles Station – Detective Bureau
1310 W. Imperial Hwy. Los Angeles, CA 90044

ATTENTION: Detective E. Garcia (310) 219-2758 or (310) 340-9215 or EdGarcia@lasd.org

VERIFY INFORMATION PRIOR TO TAKING ACTION

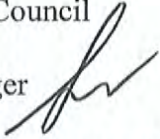


CITY OF LAWNDAL

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

DATE: September 19, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Jared Chavez, Community Development Manager 
Adrian Gutierrez, Administrative Assistant II AG

SUBJECT: **Agreement for Geographic Information System (GIS) Services**

BACKGROUND

The City of Lawndale has utilized GovClarity, a web-based geographic information system (GIS), since August 2003. The application is a mapping program that provides property information, aerial photos, parcel maps and customized City information such as zoning maps. GovClarity is used by the Community Development and Municipal Services Departments. The ability to rapidly access property information (e.g., ownership, zoning, and lot size) has increased productivity and improved customer service. GovClarity is provided by Lightbox (formerly known as Digital Map Products, Inc.)

STAFF REVIEW

GovClarity has automated the search for property information and is now an integral tool for staff research and analysis. For example, Planning and Building staff have the ability to quickly and easily respond to questions from the public concerning properties in Lawndale instantly at the public counter, or immediately over the telephone. The use of GovClarity is widespread throughout the organization.

The following are some of the service benefits provided by the program:

- Provide up-to-date property information, including: address, ownership, lot size and zoning.
- Allows administrative staff to answer general questions, keeping professional staff free for other tasks.
- Creates 500 ft. radius maps with mailing labels, which are useful for public notifications.
- Graphical output includes aerial photography, zoning maps, and assessor's parcel maps.
- Graphical layers to distinguish areas in the City that are opportunity zones, census tracts, etc.
- Additional tools that assist with research such as: taking measurements, views of historical aeriels since 2009, local landmarks, and areas susceptible to environmental hazards around the region, etc.
- Ability to access the service with any device through a web browser (Google Chrome, Internet Explorer, Mozilla Firefox).

GovClarity is a service that is widely used by City staff and the City wishes to continue the use of the program and to enter into a contract agreement that will be for a three (3) year term. While the contract

City Council Meeting – September 19, 2022
Agreement for Geographic Information System (GIS) Services

does not provide any refunds from removal of data and otherwise is on Lightbox's standard terms, the need for the GIS service is such that in this case the acceptance of terms different from the City's standard terms has been deemed a reasonable assumption of risk by the City Attorney's office, subject to the City Council's final approval.

LEGAL REVIEW

The City Attorney's office has reviewed the "Master Service Agreement" and "Order Form" and has approved it as to form.

FISCAL IMPACT

The FY 2022-2023 budget includes \$20,000 of contract services appropriations in the Community Development Budget (279-410-530.100). The subscription total of \$52,016.25 will be paid in annual installments, subject to budget availability, during the three year contract term at \$17,338.75 per year.

RECOMMENDATION

Staff recommends that the City Council

- Approve the agreement with Lightbox

Attachments:

- A. "Master Service Agreement"
- B. "Order Form"

ATTACHMENT "A"
Master Service Agreement

Master Services Agreement

Revision Date: March 7, 2022

This Master Services Agreement governs the use of the Services (defined below) and Professional Services (defined below) and are an agreement between the client identified on the Order Form ("Client") and LightBox Parent, L.P. or its Affiliate as set forth on the Order Form ("Provider"). This Master Services Agreement is part of the Order Form (defined below) and is incorporated into the Order Form as if fully set forth therein. This Master Services Agreement (as may be amended from time to time), together with any Order Form(s) and Additional Service Terms (defined below), form a binding agreement (the "Agreement") between Client and Provider.

1. Definitions and Interpretation.

1.1 Definitions. The following terms used in the Agreement have the meanings provided below, and other terms are defined in the body of this Master Services Agreement:

- (a) "Additional Service Terms" means the applicable Service's additional terms and descriptions which are available at <https://www.lightboxre.com/additionaltermsofuse/> as updated from time to time. The Additional Service Terms and are incorporated into the Agreement by reference.
- (b) "Affiliate" means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).
- (c) "Commencement Date" means the date set forth on the Order Form as the Commencement Date.
- (d) "Documentation" means any user guides, manuals, on-line help, software release notes, instructions, performance descriptions, design documents, test materials, operation guides, training materials and other materials and documentation provided by Provider in written or electronic format referring to or relating to the use of the Services.
- (e) "Hosted Services" means any hosted software as-a-service platform provided by Provider to Client under the Agreement, as specified in an Order Form.
- (f) "Input Data" means the data and other information and content provided by Client to Provider (including through the Services) for use in connection with the Services.
- (g) "Order Form" means the order form, order and pricing form, purchase form or similar document for the Services (as it may be amended from time to time). The Order Form incorporates therein by reference this Master Services Agreement and the Additional Service Terms. By executing the Order Form, Client agrees to this Master Services Agreement and the Additional Service Terms.
- (h) "Professional Services" means implementation services provided by Provider in connection with the Services as described more fully in a Statement of Work. Professional Services shall not include the Services.
- (i) "Provider Data" means certain data or information owned by Provider or any of its Affiliates or licensed to Provider or any of its Affiliates and to be provided as a Service or provided through any Services to Client. Provider Data includes information portrayed or rendered in any manner, including without limitation maps, data, analysis, and images of any kind.
- (j) "Services" means the Software, Hosted Services, Provider Data, and Documentation, together with any upgrades, modified versions, bug fixes or updates thereto as provided by Provider.

- (k) “Software” means any software distributed by Provider to Client under the Agreement for use in connection with a Service, including any APIs, pixels, and applications (but excluding any hosted software used to provide the Hosted Services).
- (l) “Statement of Work” means a document that describes certain Professional Services purchased by Client. Each Statement of Work shall incorporate this Master Services Agreement by reference.
- (m) “User” shall mean all persons who are authorized by Client to access and use the Services under Client’s account and on its behalf.

2. Term and Termination.

2.1 Term. The term of the Agreement shall commence on the Commencement Date and shall continue in full force for an initial period set out on the Order Form (the “Initial Term”), and will automatically renew thereafter for successive one year periods, unless a different period is set out on the Order Form (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless Client or Provider gives the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Any notice not delivered within such thirty (30) day period shall be null and void.

2.2 Termination for Non-Payment. Provider may terminate the Agreement immediately on written notice if Client fails to make any payment due under the Agreement within ten (10) days of the due date.

2.3 Termination for Cause. Provider or Client may terminate the Agreement with immediate effect by written notice to the other party if the other party:

- (a) commits a material breach of any of the terms of the Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause of the breach, such notice to refer to the notifying party’s intent to terminate the Agreement unless the breach is remedied; or
- (b) enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.

2.4 Payment Obligations. If Provider terminates the Agreement pursuant to Section 2.2 or 2.3, all Fees (defined below) due by Client as of the effective date of termination shall be immediately due and payable.

2.5 Effect of Termination. Upon termination or expiration of the Agreement:

- (a) All access and use rights of Client in and to the Services (including, for clarification Provider Data) under the Agreement shall immediately terminate.
- (b) Client and all Users shall immediately cease using the Services (including, for clarification, Provider Data) and shall have no further right to access or use the Services.
- (c) Client must return, delete, or destroy all copies of any Provider Data or other data and information contained in or retrieved from the Services in the possession or control of Client or any of its Users; provided that Client shall not be obligated to delete or destroy (i) any information contained in any reports written by Client for any of its customers, or (ii) any information required for statutory or regulatory purposes (provided further that any information described in clauses (i) and (ii) shall remain subject to the provisions of the Agreement which survive termination). Client must certify in writing to Provider as to the return, deletion or destruction of such items. Such certification shall be signed by an authorized officer of Client and shall be provided to Provider within ten (10) days of the termination or expiration of the Agreement.
- (d) Client shall permanently erase all of Provider’s Confidential Information (defined below) from its computer systems and certify such erasure and in writing signed by an authorized representative of Client. Such certification shall be delivered to Provider within ten (10) days of the termination or expiration of the Agreement.
- (e) Provider shall have no obligation to preserve or maintain any Input Data or to deliver any Input Data to Client or any User.

2.6 Sections Surviving Termination. The provisions of Sections 1, 2.5, 2.6, 4.5, 4.6, 4.7, 4.8, 5 – 7, 10 – 15, 17 – 23 of this Master Services Agreement and obligations to pay Fees under the Agreement shall survive any termination or expiration of the Agreement.

3. Fees; Payment.

3.1 Fees. The fees for the Services and fees for Professional Services ("Fees") are calculated and set forth in the Order Form and the Statement of Work (but are subject to adjustment pursuant to the terms of the Agreement, including without limitation Sections 3.4 and 3.5). Fees shall be due and payable in accordance with the billing schedule set forth on the Order Form or Statement of Work (and if no billing schedule is provided, Client will pay Fees as invoiced by Provider). Unless otherwise set forth on the Order Form or in a Statement of Work, all Fees and other payments pursuant to the Agreement (i) are due upon invoice; (ii) shall be paid via ACH to the bank account set forth on the invoice; and (iii) shall be in U.S. Dollars. All Fees shall be paid in full without any right of set-off or deduction. Provider may accept any payment without prejudice to its rights to recover the balance due or to pursue any right or remedy. No endorsement or similar statement on any payment shall be construed as an accord or satisfaction. All Fees are non-refundable except as set forth in Section 8.2.

3.2 Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including sales, value-added, goods and services, use or withholding taxes (collectively, "Taxes"). Client is solely responsible for paying all Taxes which may be levied as a result of the Agreement and the transactions contemplated hereby (excluding taxes based on Provider's net income or property) unless Client provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Late Payments; Charges. If any Fees or other amounts payable by Client under the Agreement are not paid when due, Provider reserves the right (i) to charge a finance charge on the overdue amounts at a rate of 1.5% per month (compounded monthly to the extent allowable by law), until paid, and /or (ii) to suspend Client's access to the Services. Client shall reimburse Provider for all reasonable costs and expenses incident to the collection of overdue amounts, including without limitation collection agency fees and reasonable attorneys' fees.

3.4 Increases During Initial Term or Renewal Term. Provider may increase or adjust the Fees for any Service or Professional Service for any period during the Initial Term or any Renewal Term, or the basis for calculating such Fees, by providing Client at least sixty (60) days prior written notice of effective date of the increase or adjustment (the "Adjustment Notice"), but not more than once in any twelve (12) month consecutive period (the "Annual Adjustment"). Notwithstanding Section 22 below, the Adjustment Notice may be provided by email to Client. If solely as a result of the Annual Adjustment, Provider increases the Fees for a Service or Professional Service by more than the greater of (i) 5% or (ii) the increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base (as reported by the Bureau of Labor Statistics of the U.S. Department of Labor), Client may terminate the affected Service or Professional Service by providing Provider with written notice of such termination no later than fifteen (15) days after the date of the Adjustment Notice. Any notice not delivered within such fifteen (15) day period shall be null and void. Termination of such Service or Professional Service shall be effective as of the date when the increase or adjustment takes place.

3.5 Increases Following Initial Term or Renewal Term. Provider may increase or adjust the Fees for any Service or Professional Service, or the basis for calculating such Fees, after the Initial Term or any Renewal Term provided that Provider has given Client notice of such increase or adjustment at least sixty (60) days prior to the end of the Initial Term or Renewal Term; provided further that in the event Provider does not provide any such written notice, Provider reserves the right to increase the Fees after the Initial Term or after any Renewal Term by the greater of (i) 5% or (ii) the increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base (as reported by the Bureau of Labor Statistics of the U.S. Department of Labor). Notwithstanding Section 22 below, such notice may be provided by email to Client.

4. Use.

4.1 Use. Subject to the terms and condition of the Agreement, Provider grants to Client during the Term a non-exclusive, non-transferable, non-sublicensable, right to access and use the Services as set forth in the Order Form, solely for the permitted use set forth on the Order Form, and if no permitted use is set forth on the Order Form, then solely for the internal business purposes of Client, in each case subject to the limitations herein and in the Additional Service Terms.

4.2 Restrictions. Without limiting Section 4.1, Client will not, and will not permit any third-party, including any User, to:

- (i) use the Services except as expressly permitted in the Agreement;
- (ii) distribute, lease, sublicense, or otherwise disclose or give anyone else access to the Services;
- (iii) access or use the Services if Client is a direct or indirect competitor of Provider or any of its Affiliates, or provides any portion of the Services to any direct or indirect competitor of Provider or any of its Affiliates;
- (iv) use the Services in a manner that violates applicable law or any third party's privacy rights or intellectual property rights;
- (v) use the Services for benchmarking purposes or to create a similar or competitive product or service to the Services (or any portion thereof) or to gather any information for a competitor or potential competitor of Provider or any of its Affiliates;
- (vi) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Services by any means whatsoever (unless this restriction is not permitted under applicable law);
- (vii) use any robot, spider, site search/retrieval application, web crawlers, or other manual or automatic device or process to retrieve, index, "data mine," "screen scrape" or in any way reproduce or circumvent the integration system, encryption methods, copy protections, navigational structure or presentation of the Services or the data contained therein;
- (viii) use, reproduce, transfer to, or combine in any way, the Services or any other data, material or any other information contained in, or provided in or through the Services, with any neural networks, machine learning system, artificial intelligence or other similar software techniques or systems whatsoever, whether now known or developed or devised following the Commencement Date;
- (ix) create derivative works (including without limitation models or algorithms) from the Services (including any of the Provider Data and other data and information contained in or retrieved from the Services);
- (x) for knowledge transfer to enhance Client's intellectual property;
- (xi) use the Services in any way that threatens the integrity, performance, or availability of the Services;
- (xii) attempt to gain unauthorized access to the Services or its related systems or networks;
- (xiii) permit direct or indirect access to or use of the Services in a way that circumvents contractual obligations or usage limits, or use the Services to access or use any Provider intellectual property except as permitted under the Agreement; or
- (xiv) use or combine any Services (including any Provider Data) with any other material or otherwise that may subject the Services (or any Provider Data) to any open source software, open content, open database, licenses or other resembling terms where such licenses or terms would (a) cause the disclosure or distribution of the Services or Provider Data (or any part thereof); (b) grant any licenses to any derivative works of any Services or Provider Data (or any part thereof); (c) cause redistribution of the Services or Provider Data (or any part thereof) at no charge, as a condition for use, modification or distribution of such other material; or (d) otherwise restrict or impact the licensing or other use of the Services or Provider Data (or any part thereof).

4.3 Evaluation. If an Order Form indicates that Services is to be used by Client for evaluation purposes, Client shall be granted a non-exclusive, non-transferable, non-sublicensable, right to access and use the Services solely for Client's own non-production, internal evaluation purposes (an "Evaluation Use"). Each Evaluation Use shall be granted for an evaluation period of up to thirty (30) days from the date of delivery, plus any extensions granted by Provider in writing (the "Evaluation Period"). There is no fee for the Evaluation Use during the Evaluation Period. Notwithstanding anything

otherwise set forth in the Agreement, Client understands and agrees that the Services for any Evaluation Use is provided "AS IS" and that Provider does not provide warranties for or in connection with any Evaluation Use.

4.4 Professional Services. Client and Provider may enter into Statements of Work that describe the specific Professional Services to be performed by Provider. Unless otherwise expressly set forth on the applicable Statement of Work, all right, title, and interest in and to all deliverables and content created or delivered under such Statement of Work are the property of Provider, its third party suppliers or its Affiliates and no part thereof shall be considered a "work made for hire" or a work made in the course of employment. If applicable, while on Client premises for Professional Services, Provider personnel shall comply with reasonable Client rules and regulations regarding safety, security, and conduct made known to Provider. Provider warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Client's sole and exclusive remedy and Provider's entire liability for any breach of the foregoing warranty, Provider will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Client the fees paid for the non-conforming Professional Services.

4.5 Input Data. By submitting Input Data into the Services, Client represents and warrants that it exclusively owns such Input Data or has all rights necessary to grant all rights and licenses to the Input Data required for Provider and its Affiliates, subcontractors and service providers to access and use the Input Data in connection with the Services or otherwise permitted pursuant to the terms of the Agreement. Client represents and warrants that it will not transmit or expose to Provider any (i) protected health information (as that term is used in the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) or (ii) cardholder data (as regulated by the Payment Card Industry Security Standards Council) as a part of using the Services. Client acknowledges and agrees that it shall be responsible in the event that any damage or loss of any kind results from Client's provision of Input Data. Without limiting the foregoing, Client shall defend, indemnify, and hold harmless Provider and its Affiliates and their respective partners, members, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees), arising from or relating to Client's provision of the Input Data, including any claim that the Input Data or Provider's use thereof in accordance with the terms of the Agreement infringes, violates or misappropriates a third party's contractual rights, intellectual property rights or trade secret or violates any contract or obligation to which Client is bound.

4.6 Use of Input Data. Provider will use the Input Data to perform its obligations under the Agreement; provided that Client grants Provider and its Affiliates a perpetual, non-exclusive, royalty-free, license to use the Input Data in anonymized form (i) for Provider's and its Affiliates' internal business purposes (including without limitation consistent with business operations and product development); and (ii) to create, publish, sell, license, market, distribute and use derivative products ("Derivatives"). Any Input Data which has been anonymized by Provider or any of its Affiliates such that it is not identifiable shall not, after such anonymization, be considered Input Data or Client's Confidential Information, and Client shall have no further rights therein. Client will not claim any ownership interest in, or right to use any Derivative, nor will it contest Provider's or any of Provider's Affiliates' ownership interest in any Derivative. Client further agrees that (i) Provider or the applicable Provider Affiliate will maintain exclusive ownership and rights in each Derivative, and (ii) the Agreement will not be construed to vest in Client any rights with respect to any Derivative.

4.7 Feedback. In the event Client or any of its Users submit comments, feedback, suggestions or ideas about the Services, including without limitation about how to improve the Services or any other products or services of Provider or any of its Affiliates ("Feedback"), Provider and its Affiliates may use the Feedback without obligation to Client or any User, and Client and each User hereby irrevocably assigns to Provider and its Affiliates all right, title, and interest in such Feedback, including without limitation all intellectual property rights therein.

4.8 No Other Rights. As between Client and Provider, Provider shall own all right, title and interest (including all intellectual property rights and other proprietary rights embodied therein) in and to the Services and no part thereof shall be considered a "work made for hire" or a work made in the course of employment. The underlying structure, organization, and code of the Services (including the Provider Data) and of the products and services provided by Provider are the valuable trade secrets and Confidential Information of Provider, its third party suppliers and/or its Affiliates. Provider will own all rights in any copy, translation, modification, adaptation, or derivation of the Services. Client will obtain, at Provider's request, the execution of any instrument that may be appropriate to assign these rights to Provider or perfect these rights in Provider's name. Except for the rights expressly granted under the Agreement, Provider and its third party suppliers and its Affiliates retain all right, title, and interest in and to the Services, including without limitation all related intellectual property rights inherent therein. No rights are granted to Client other than as expressly set forth in the Agreement.

4.9 Modifications. Client agrees that Client's use of the Services is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Provider regarding future functionality or content. Client agrees that Provider may make changes to the Services over time for any reason, without limitation, and that Provider may not continue to provide or support older versions of the Services. Without limiting the foregoing, in order to, to comply with applicable laws, to respond to requests or demands of a government or regulatory entity or concerning third party privacy or intellectual property rights or to mitigate an emergency or threat to Provider's operations, Provider may change, discontinue, limit or remove functionality of certain Services at any time; provided that in such event, Provider will reasonably cooperate with Client to mitigate any material disruption to the Services. The sources from which Provider collects Provider Data and the information available from such sources may change from time to time. As a result, items of Provider Data may change from time to time. In the event the Provider Data includes third party data and Provider's agreement with such third party for such third party data is terminated, the Provider Data shall cease to include such third party data, and Provider shall not be deemed to be in breach of the Agreement, provided that Provider shall use commercially reasonable efforts to replace such terminated third party data with equally suitable, functionally equivalent, data.

4.10 Equipment. Client may access the Services utilizing any browser that meets the compatibility requirements established by Provider from time to time. Client shall, at its own expense, obtain, install, configure, and maintain any and all equipment necessary to access and use the Services. Client shall bear all risk and responsibility for ensuring the ongoing compatibility of access equipment with the Services.

4.11 Passwords. Any user name and password issued to a User for access to the Services is personal to the User and such User is obligated to keep the user name and password confidential and may not share the user name or password with any third party. Client shall immediately notify Provider if any third party gains or has the potential to gain access to any of Client's passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by a User, other employee or a third party. Client shall advise each User of Client's obligations in the Agreement and, for purposes of the Agreement, all acts or omissions of Users shall be deemed to be acts or omissions of Client. Client shall be responsible for all activities of its Users relating to the Services, including without limitation any violation of the Agreement by its Users. Client shall safeguard and protect all profiles and passwords from disclosure or unauthorized use.

4.12 Application Programming Interface. Application Programming Interface ("API") shall be defined as the Provider's application program interface which may include object code, software, libraries, software tools, sample source code, published specifications, documentation manuals, materials, and information appropriate or necessary for use in connection with the API. To the extent any API is used in connection with any Services, Provider grants to Client a non-sublicensable, non-transferable, non-exclusive, terminable, limited right to use the API solely to receive Provider Data from the Services and deliver Input Data to the Services. Without limiting anything herein, Client will not (i) make the API available for, or use the API for any purpose, industry, or beneficiary other than the as described in this Section 4.12, (ii) sell, resell, license, sublicense, distribute, rent, or lease any portion of the API, (iii) use the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the API or any server, network, computer, database, or other resource or element connected to or providing the API, (v) copy, process, extract, store, conduct load testing on, or place undue load on any part of the Services without Provider's express written permission, (vi) access the API in order to build or enhance a competitive product or service, (vii) introduce into products or services of Provider of any of its Affiliates any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature, or (viii) use the API to conduct, or have conducted by a third party, security penetration testing without the prior written consent of Provider. No license is granted by Provider to any API directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of Provider. Client agrees not to assert any patent rights related to the API or applications developed using the API against Provider, Provider's distributors, Provider's customers, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

4.13 Data Security. Provider has established and implemented an industry standard information security program regarding the protection of Input Data, including administrative, technical and physical security processes. Those safeguards will include, but will not be limited to measures designed to prevent unauthorized access to or disclosure of Input Data (other than by Client or its Users). Notwithstanding the foregoing, Client is responsible for maintaining appropriate security, protection, and backup of its hardware, software, systems, information, and Input Data. As Provider has no access to Client's systems, Provider is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store or encrypt, any hardware, software, systems, information, or Input Data on such systems.

4.14 Third Party Services. The Services may enable Client to procure services, reports or products not provided by Provider or any of its Affiliates ("Third Party Services"). Such Third Party Services are provided directly to Client by third party service providers ("Third Party Providers"), are not part of the Services, and are subject to change by such Third Party Providers. The Services may also contain certain links to websites of Third Party Providers as well as functionality to transmit information or data to the Third Party Providers. Any exchange of data or other interaction between Client and a Third Party Provider, and any purchase by Client of any product or service offered by a Third Party Provider (including any terms and conditions), is solely between Client and such Third Party Provider. Client shall pay all fees for the Third Party Services directly to the Third Party Provider. Provider provides access and links to the Third Party Provider, and transmits information and data to Third Party Provider, solely as a convenience to Client and not as an endorsement by Provider or any of its Affiliates. Client's use of such Third Party Services is solely at its own risk. Provider and its Affiliates are not responsible for and make no representations or warranties with respect to any Third Party Services, the actions of any Third Party Provider, or the handling of Client's information or data.

4.15 Terms Required by Third Party Suppliers. Certain third party suppliers require Provider to flow down additional terms and attribution requirements to Client. These third party supplier terms are subject to change at such third party's discretion and new third party providers are added from time to time. Such additional terms and attribution requirements are available at <https://www.lightboxre.com/thirdpartyterms/>. Client's use of the Services constitute Client's agreement to be bound by these additional terms which are incorporated herein by reference.

5. Confidentiality. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same way it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). For purposes of the Agreement, "Confidential Information" means information that is not generally known to the public and at the time of disclosure is identified as or would reasonably be understood by the receiving party to be, proprietary or confidential. The Agreement shall be considered Confidential Information of Provider. Confidential Information does not include information that: (i) is publicly available information or generally becomes available to the public without violation of any obligation of confidentiality or non-disclosure obligation; (ii) was already in possession of the receiving party prior to the Commencement Date; or (iii) was or is provided to the receiving party by others without violation of any confidentiality or non-disclosure obligation. Notwithstanding the foregoing, Client acknowledges and agrees that the Services constitute Confidential Information of Provider. Client further acknowledges and agrees that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Services, or copies of any portions thereof, will (i) substantially diminish the value the intellectual property in the Services, and (ii) render Provider's remedy at law for such unauthorized use, disclosure, or transfer inadequate. If Client or any User breaches any of Client's obligations with respect to the use or confidentiality of the Services, or any copies of portions thereof, Provider shall be entitled to equitable relief to protect its interests therein, including without limitation, preliminary and permanent injunctive relief.

6. Limitation of Liability. IN NO EVENT SHALL PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, THE SERVICES, PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, EVEN IF PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT UNDER THE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE.

7. Disclaimer of Warranties. THE SERVICES (INCLUDING THE PROVIDER DATA AND THE DOCUMENTATION) ARE PROVIDED AND LICENSED "AS IS," "AS AVAILABLE" AND PROVIDER AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES AND THE MEDIUM ON WHICH THEY ARE PROVIDED

TO CLIENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES OR THE MEDIUM ON WHICH THEY ARE PROVIDED TO CLIENT, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. NEITHER PROVIDER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS REPRESENTS OR WARRANTS THAT THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES ARE COMPLETE OR FREE FROM ERROR. PROVIDER, ITS SUBSIDIARIES, AFFILIATES AND ITS THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM AND DO NOT ASSUME ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, REGARDLESS OF WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE. PROVIDER DOES NOT GIVE ANY WARRANTY THAT ACCESS TO AND OPERATION OF THE SERVICES WILL BE ERROR-FREE OR WITHOUT INTERRUPTION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN RISKS INHERENT TO THEIR ENGAGEMENT HEREUNDER, AND THAT CLIENT'S USE OF AND PROVIDER'S PROVISION OF, THE SERVICES OR THE PROFESSIONAL SERVICES MAY NOT RESULT IN ANY SPECIFIED RESULT. THE PARTIES ACKNOWLEDGE AND AGREE THAT INFORMATION PROVIDED VIA THE SERVICES, IS INTENDED TO BE INFORMATIVE, AND SHOULD NOT BE CONSTRUED AS ADVICE OR RECOMMENDATIONS. ACCORDINGLY, PROVIDER (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS) HEREBY DISCLAIMS, AND CLIENT HEREBY EXPRESSLY RELIEVES PROVIDER FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS MADE BY CLIENT BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION PROVIDED VIA THE SERVICES. NEITHER PROVIDER NOR ANY OF ITS AFFILIATES IS A FIDUCIARY, DEALER, BROKER, OR INVESTMENT ADVISOR

THE SERVICES MAY INCLUDE OR EMPLOY MODELS, AND CLIENT AGREES THAT THE MODELS ARE BASED UPON CERTAIN ASSUMPTIONS AND METHODOLOGIES (WHICH ASSUMPTIONS AND METHODOLOGIES MAY BE CHANGED BY PROVIDER FROM TIME TO TIME WITHOUT ANY NOTICE), AND THAT THERE MAY BE ERRORS OR DEFECTS IN SUCH ASSUMPTIONS OR METHODOLOGIES THAT MAY CAUSE SUCH MODELS OR ANY OUTPUT THEREFROM TO BE INAPPROPRIATE FOR USE. CLIENT HOLDS PROVIDER COMPLETELY HARMLESS FOR ANY SUCH ERRORS OR DEFECTS.

ANY ANALYSES, OPINIONS, ESTIMATES, RATINGS OR RISK CODES PROVIDED BY PROVIDER OR THROUGH THE SERVICES ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND ARE NOT INTENDED TO PROVIDE, NOR SHOULD THEY BE INTERPRETED AS PROVIDING, ANY FACTS REGARDING, OR PREDICTION OR FORECAST OF, ANY PARTICULAR EVENT OR RISK.

No employee, agent, or other representative of Provider or any of its subsidiaries or Affiliates has any authority to bind Provider with respect to any statement, representation, warranty, or other expression not specifically set forth in the Agreement.

8. Indemnification.

8.1 Provider Indemnification. Subject to the terms of the Agreement, and provided that Client is not in unremedied default under the Agreement, Provider will defend and indemnify Client against any claim by a third party that Client's use of the Services in accordance with the Agreement constitutes infringement of that party's U.S. patent, copyright or other intellectual property right issued and existing as of the Commencement Date, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Provider pre-approves in writing, including reasonable attorneys' fees, provided that Client promptly notifies Provider in writing of any such claim, gives Provider reasonable cooperation, information, and assistance in connection with such claim, and consents to Provider's sole control and authority with respect to the defense, settlement or compromise of the claim. Provider will not be obligated under this section to the extent the infringement results from: (i) a combination of the Services with devices or products not provided by Provider; (ii) use of the Services in applications, business environments or processes for which they were not designed or contemplated; (iii) modifications that Client makes to the Services; or (iv) use of the Services not in accordance with the Agreement and Client shall indemnify and hold harmless Provider and its Affiliates and their

respective officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim of any kind based on any of the foregoing factors in (i) through (iv) (inclusive) above. This Section 8 states Provider's sole obligations, and Client's sole remedies, in connection with intellectual property infringement claims.

8.2 Election of Remedy. If Provider reasonably believes the Services is or may be subject to an infringement claim, or if a court of competent jurisdiction enjoins Client's use of the Services as a result of an infringement claim, Provider may, at its expense and discretion: (i) procure for Client the right to continue using the Services; (ii) modify the Services to make it non-infringing; or (iii) replace the Services with a non-infringing functional equivalent. If none of these options is reasonably available, Provider may terminate Client's access and use of the allegedly infringing Services and refund to Client the fees paid for the Services, adjusted from the effective date of such termination for that portion of the fees attributable to the remaining portion of the Term.

9. U.S. Government Restricted Rights. If Client is the U.S. Government or an agency thereof, Client (i) with respect to civilian agencies, shall grant protection for the Services as "commercial computer software" and related documentation in accordance with the terms of 48 C.F.R. 12.212 of the Federal Acquisition Regulations; and (ii) for use by or on behalf of the Department of Defense, shall grant protection for any Services as "commercial computer software" and related documentation in accordance with the terms of 48 C.F.R. 227.7202-1 of the DoD FAR Supplement. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

10. Export Law Assurances. Client understands that the Services are or may be subject to export control laws and regulations. CLIENT MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE SERVICES OR ANY TECHNICAL OR OTHER DATA PROVIDED IN CONNECTION THEREWITH OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE SERVICES OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CLIENT HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CLIENT IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

11. Information; Audit and Certification. Client shall keep complete and accurate records and accounts pertaining to its compliance with its obligations under the Agreement. Upon Provider's written request, Client shall provide Provider (i) reasonable information relating to the usage and distribution of the Services (including any Provider Data) and (ii) a written certification of a duly authorized officer of Client that Client is in compliance with the material terms of the Agreement (including without limitation any terms relating to limitations on the usage and distribution of the Service (including any Provider Data)). Additionally, Provider (and Provider's representatives and third-party suppliers of data included in the Provider Data), on reasonable prior notice, during the Term and for the one (1) year period following the termination or expiration of the Agreement may periodically examine, inspect and audit Client's systems and records with respect to matters covered by the Agreement including without limitation, in order to verify Client's compliance with Sections 2.5, 3, 4.1 and 4.2.

12. Provision of Services / Assignment. To the extent that the Services or any portion thereof to be provided under the Agreement are owned by or licensed to, any Affiliate of Provider, Provider will cause such Affiliate to provide such Services or portion thereof to Client. Additionally, Provider may cause certain of its Affiliates to perform all or some of the services to be performed under the Agreement (including without limitation the Professional Services). Notwithstanding the foregoing, Provider shall be solely responsible the Services or such other services (including without limitation the Professional Services), and Client's sole recourse with respect to the Services or such other services (including without limitation the Professional Services) shall be against Provider, subject to, and in accordance with the terms, provisions and limitations set forth herein. Client shall not be permitted to assign or delegate any rights or obligations under the Agreement. Any transfer of a majority of the stock, membership interests, partnership interests or other evidence of ownership of Client shall be deemed to be an assignment of the Agreement. Provider may assign the Agreement or assign or delegate any of its rights, duties, or obligations under the Agreement to any Affiliate of Provider without notice to Client. In addition, Provider may assign the Agreement to any third party in the event of merger, reorganization, sale of all or

substantially all of Provider's assets, change of control or operation of law. The Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns.

13. Governing Law; Jurisdiction. This paragraph shall apply if Provider is any party other than DMTI Spatial ULC. The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Client agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to the Agreement shall be the federal and state courts located in the State of Delaware. Client submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.

This paragraph shall apply only in the event that the Provider is DMTI Spatial ULC. The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to principles of conflict of law that would impose a law of another jurisdiction. Client irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the province of Ontario, and where applicable, including the Federal Court of Canada, and all courts competent to hear appeals therefrom, and Client explicitly waives any jurisdictional or venue defenses. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.

14. Headings Not Controlling. Headings used in this Master Services Agreement are for convenience only and shall not be considered in construing or interpreting this Master Services Agreement.

15. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement to the extent necessary to comply with law.

16. Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of the Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of such party. Such events, occurrences, or causes will include, acts of God, epidemic, pandemic, government order, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

17. Independent Contractor. The relationship between Client and Provider is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

18. Entire Agreement. The Agreement constitutes the sole and entire agreement between Client and Provider regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter herein. The United Nations Convention for the International Sale of Goods is expressly excluded. No purchase order or similar document issued by Client shall be binding on Provider.

19. Amendments; Waiver. The Agreement may not be altered, amended or modified except by a written amendment signed by Provider and Client. No waiver of any condition, term or provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.

20. Publicity. Neither party may use the other party's name, logo or marks without such other party's written pre-approval; provided that Provider and its Affiliates may: (i) after the Commencement Date, issue one (1) or more press releases or similar materials announcing that Client is a customer and user of the Services; (ii) use Client's name, logo and/or marks on Provider's or its Affiliates' customer lists, websites, and other marketing materials subject to any standard trademark usage guidelines that Client expressly provides to Provider; and (iii) develop use cases based on Client's use of the Services with respect to which Client will provide all reasonable cooperation requested by Provider.

21. Advice of Legal Counsel. Each party acknowledges and represents that, in executing the Agreement, it has had the

opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all the terms and provisions of the Agreement. The Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

22. Notices. All notices, requests, demands, claims and other communications under the Agreement shall be in writing. Any notice, request, demand, claim or other communication under the Agreement shall be deemed duly delivered four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after it is sent for next business day delivery via a reputable international courier service, in each case to the intended recipient as follows:

- (i) if to Provider, to 5201 California Avenue, Suite 200, Irvine, CA 92617: Attention: Contracts
- (ii) if to Client, to the address set forth on the Order Form.

A party may change the address to which notices, requests, demands, claims and other communications under the Agreement are to be delivered by giving the other party notice in the manner set forth herein.

23. Order of Precedence. If there is a conflict or inconsistency between the terms of this Master Services Agreement, the Additional Services Terms and the Order Form or Statement of Work, the order of precedence shall be as follows: (a) this Master Services Agreement and then (b) the Additional Services Terms, and then (c) the Order Form or Statement of Work. Notwithstanding the foregoing, a term of the Order Form or Statement of Work may control and take precedence over this Master Services Agreement and the Additional Services Terms if a term of the Order Form or Statement of Work specifically provides that it will control and take precedence, and recites the specific Section of this Master Services Agreement or Additional Services Terms being modified or superseded, in which case such term shall control and take precedence with respect to such Order Form or Statement of Work only.

[END OF MASTER SERVICES AGREEMENT]

ATTACHMENT "B"
Order Form

Order Form



6 Armstrong Road, 4th Floor, Shelton, CT 06484

DATE
8/2/2022 2:57 PM

EXPIRES ON
10/31/2022

QUOTE NUMBER
Q-20727

CONTACT INFORMATION

CLIENT LEGAL NAME

DBA

BILL TO ADDRESS
14717 Burin Avenue
Lawndale, CA 90260

SHIP TO ADDRESS
14717 Burin Avenue
Lawndale, CA 90260

PRIMARY CONTACT
Jared Chavez

PHONE
310-973-3231

EMAIL
jchavez@lawndalecity.org

BILLING CONTACT
Adrian Gutierrez

PHONE
310-973-3230

EMAIL
agutierrez@lawndalecity.org

LIGHTBOX SALES
Mary Kane
mkane@digmap.com

PRODUCTS, SERVICES AND PRICING

COMMERCIAL TERMS

Commencement Date:	10/2/2022
End Date:	10/1/2025
Initial Term (months):	36
Payment Type:	Check
Payment Term:	Payable Upon Invoice

SUBSCRIPTIONS	UNIT PRICE / YEAR	QUANTITY	BILLING	PRICE
GovClarity Enterprise Edition - Enterprise	USD 16,798.75	1.00	Annual	USD 50,396.25

Order Form



6 Armstrong Road, 4th Floor, Shelton, CT 06484

SUBSCRIPTIONS	UNIT PRICE / YEAR	QUANTITY	BILLING	PRICE
SmartParcels California LOS ANGELES	USD 540.00	1.00	Annual	USD 1,620.00
TOTAL:				USD 52,016.25

Order Form



6 Armstrong Road, 4th Floor, Shelton, CT 06484

DELIVERY	
Data Delivery Format:	FGDB
Data Delivery Method:	FTPS
Physical Delivery (if applicable):	
First Delivery:	Within 30 days of this agreement being fully executed
Delivery Update Cycle:	Annual
Delivery Notes:	If Delivery Format is Bulk Data: 1. Default delivery format is FGDB (other formats are available). 2. Deliveries shall be posted to the Lightbox FTPS server and available for 12 months or until a new file is posted 3. The client is responsible for downloading the deliveries in a timely manner 4. Future scheduled deliveries will only include data for counties where updates have occurred. Comprehensive data(all records) will be provided for each updated county. 5. First Delivery within 30 days of the agreement being fully executed. If Delivery Format is SpatialStream: 1. API authentication information within 15 days of this agreement being fully executed. 2. The API requires server to server authentication. 3. Our API is REST-based: • It makes use of standard HTTP verbs like GET and POST. • The API uses standard HTTP error responses to describe errors additional error information is available. 4. Rate limiting and timeouts will result in an error response. The client is responsible for their own software development using the SpatialStream API.

DEFINITIONS

Order Form



6 Armstrong Road, 4th Floor, Shelton, CT 06484

Annual Billing: The annual fee will be invoiced in full based on the contract execution date

☐

Client must check this Box if Client is a tax-exempt organization. If this Box is checked, Client must submit a copy of Client's tax-exempt certificate to AR@lightboxre.com or to LightBox, Accounts Receivable, 6 Armstrong Road, 4th Floor, Shelton, CT 06484. If such a certificate is not received by LightBox by the time of the first billing, sales tax will be charged even if such Box is checked.

TERMS

This Order Form is governed by and incorporates by reference the Master Services Agreement in effect as of the Commencement Date and located at <https://www.lightboxre.com/masterservicesagreement/>

Capitalized terms not defined herein shall retain the meaning in the Master Services Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Order Form to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature.

Lawndale, City of

Digital Map Products, L.P.

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Signature Date)

(Signature Date)

Order Form



6 Armstrong Road, 4th Floor, Shelton, CT 06484

Supplemental Schedule A:

Lawndale, City of will be receiving the following geographies and attributes associated with this agreement.

ATTRIBUTE GROUP	ATTRIBUTE
SmartParcels	_X_COORD
SmartParcels	_Y_COORD
SmartParcels	ADDR_SCORE
SmartParcels	FIPS_CODE
SmartParcels	GEOMETRY_SOURCE
SmartParcels	LOCATION_ID_(R)
SmartParcels	PARCEL_APN
SmartParcels	PARCEL_DMP_ID
SmartParcels	PROPERTY_DMP_ID
SmartParcels	SITE_CITY
SmartParcels	SITE_DIRECTION
SmartParcels	SITE_HOUSE_NUMBER
SmartParcels	SITE_MODE
SmartParcels	SITE_PLUS_4
SmartParcels	SITE_QUADRANT
SmartParcels	SITE_STATE
SmartParcels	SITE_STREET_NAME
SmartParcels	SITE_UNIT_NUMBER
SmartParcels	SITE_UNIT_PREFIX
SmartParcels	SITE_ZIP

FIPS Code	Geography
6037	CA-LOS ANGELES

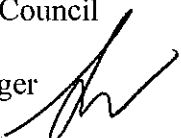


CITY OF LAWDALE

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

DATE: September 19, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Jared Chavez, Community Development Manager 

SUBJECT: **Revise 2021-2029 General Plan Housing Element Sixth Cycle Resolution as per State Department of Housing and Community Development's request.**

BACKGROUND

The Housing Element is one of the mandatory elements in the General Plan and is required by State Law to be updated every 8 years. This element establishes the City's housing policies and programs for the October 15, 2021 to October 15, 2029 cycle. It serves as a decision-making guide to City Officials and sets forth an action plan to implement the City's housing goals. The Housing Element is intended to direct residential development and preservation in a manner consistent with the General Plan and the requirements of State Housing Element Law. It includes an analysis of the City's existing and projected housing needs. It also assesses the City's ability to demonstrate that it has adequate sites to accommodate its fair share of the regional housing needs, through adopted land use policies, existing procedures, resources, and proposed programs.

The City Council adopted the General Plan's Housing Element on February 7, 2022. The resolution included a finding to allow staff to make minor edits to the Housing Element as requested by the State Department of Housing and Community Development (HCD). Staff resubmitted the adopted draft to HCD and we received comments in April of 2022 (comment letter attached).

ANALYSIS:

The City received comments on the Draft Housing Element from HCD and is making the necessary revisions. Staff is finalizing minor corrections as requested by HCD to meet the October 15, 2022 deadline for certification. Staff and the consultant de Novo has been working with HCD to make sure all the comments are addressed before the deadline and to guarantee certification.

As part of the revisions requested by HCD Staff must include a finding of significance on the previously approved resolution. This finding states the following:

"Finding. Based on substantial evidence provided in the Housing Element, including strong demand for residential and mixed-use development in the City, an oversupply of retail uses in the region, the declining demand for office uses, known vacancies and/or buildings for rent or sale, opportunities for streamlined infill development, expressed interest from property owners or developers and unique site characteristics including the age of the building, low lot utilization, and dilapidated building conditions, the City Council finds that the existing uses on the sites identified to accommodate the City's RHNA do not impede residential development during the period covered by the Housing Element."

ENVIRONMENTAL REVIEW:

None required.

PUBLIC REVIEW

No public review necessary, this item is a cleanup item.

PLANNING COMMISSION REVIEW

At a public hearing held on December 8, 2021, the Planning Commission reviewed the draft ordinance and approved Resolution 21-16 recommending that the City Council adopt Resolution No. CC-2202-004.

On February 7, 2022 the City Council adopted Resolution No. CC-2202-04 adopting the Sixth Cycle General Plan Housing Element for the City of Lawndale.

LEGAL REVIEW

The City Attorney has reviewed Resolution No. CC-2202-004 and has approved it as to form.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

It is recommended that the City Council do the following;

- A. Approve revisions to Resolution No. CC-2022-004 adopting the Sixth Cycle General Plan Housing Element Update with HCD's required edits.

ATTACHMENTS:

- A. Resolution CC-2202-004
- B. HCD Comment letter

Attachment A

Revised Resolution CC-2202-004

RESOLUTION NO. CC-2202-004

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
ADOPTING THE 2021-2029 UPDATE TO THE
HOUSING ELEMENT OF THE CITY'S GENREAL
PLAN AND FINDING OF EXEMPTION FROM
CEQA REQUIREMENTS**

WHEREAS, the City of Lawndale ("City") has a General Plan, which was adopted in 1999, with the Housing Element being subsequently revised in 1997, 2001, 2010, 2014, and 2022; and

WHEREAS, in January 2014, the City adopted a Housing Element covering the period of 2013-2021, which had been reviewed and approved by the California Department of Housing and Community Development ("HCD"); and

WHEREAS, Section 65583 of the California Government Code sets forth the specific components to be contained within the Housing Element; and

WHEREAS, California Government Code 65588 requires that all jurisdictions periodically prepare a Housing Element as part of their comprehensive General Plan to reflect the community's changing housing needs; and

WHEREAS, the City's Planning Department staff, with the assistance of a consultant, has prepared the 2021-2029 update to the Housing Element for the period of October 15, 2021 through October 15, 2029 ("Project"), which document was previously reviewed by the Planning Commission and has been submitted to the State Department of Housing and Community Development ("HCD") for its review and certification as is necessary to establish eligibility to receive housing funds which come to the City through HCD housing programs; and

WHEREAS, HCD must review and provide comments on the Public Draft Housing Element and the City must update the Public Draft Housing Element in response to those comments in order to comply with State Housing Law; and

WHEREAS, the City is currently undertaking an update to its General Plan and Hawthorne Boulevard Specific Plan to establish new land use strategies to accommodate the City's 6th Cycle RHNA and implement the Housing Programs of the 2021-2029 Housing Element; and

WHEREAS, in accordance with Government Code Section 65583, the City finds that the 2021-2029 Housing Element complies with the duty to Affirmatively Further Fair Housing; and

WHEREAS, on the December 8, 2021 public hearing the Planning Commission has considered all information concerning the Project, Case No. 21-29, as set forth in the Housing Element and staff reports and has recommended the City Council adopt the 2021-2029 Housing Element update of the General Plan; and

WHEREAS, the City Council determines that the Project is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to §15060(c)(2) of the CEQA Guidelines - Preliminary Review - as it can be seen with certainty that the adoption of the Housing Element will not result in a direct or reasonably foreseeable indirect physical change in the environment; and, §15061(b)(3) - Common Sense Exemption - whereby the activity is covered by the common sense exemption that CEQA applies only to project which have the potential for causing a significant effect on the environment; where 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; and

WHEREAS, Case No. 21-29 was properly noticed and set for public hearing before the City Council on February 7, 2022; and

WHEREAS, evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff and the Planning Commission, having reviewed, analyzed and studied said proposal; and

WHEREAS, on February 7, 2022 the City Council approved and adopted the City’s 2021-2029 Housing Element; and

WHEREAS, the adopted Housing Element was submitted to HCD for 60 day review period; and

WHEREAS, following submission of the City’s Housing Element to HCD, HCD provided comments and requested revisions; and

WHEREAS, the City Council now desires to adopt an update to the Housing Element which includes the requested revisions from HCD.

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

Section 1. The City Council finds and determines that the recitals above are true and correct.

Section 2. The City Council hereby adopts and approves the 2021-2029 update to the Housing Element of the City’s General Plan.

Section 3. The City Council intends to comply with Government Code Section 65588, which requires the City to update the Housing Element in accordance with State law.

Section 4. Finding. Minor Modifications. The Community Development Director is authorized to make minor modifications to the Housing Element to address comments provided by the Department of Housing and Community Development on this Housing Element, provided that the modifications would not exceed the total amount of development accommodated by the Housing Element prior to revisions and would not result in new actions by the City that would require a General Fund commitment of \$20,000 or greater.

Section 5. The City Council finds that the 2021-2029 General Plan Housing Element update is exempt from the requirements of the California Environmental Quality Act (“CEQA”) under the general rule of CEQA Guidelines, Section 15061(b)(3), in that there is no possibility that the Housing Element may have a significant negative physical impact on the environment.

Section 6. Finding. Based on substantial evidence provided in the Housing Element, including strong demand for residential and mixed-use development in the City, an oversupply of retail uses in the region, the declining demand for office uses, known vacancies and/or buildings for rent or sale, opportunities for streamlined infill development, expressed interest from property owners or developers and unique site characteristics including the age of the building, low lot utilization, and dilapidated building conditions, the City Council finds that the existing uses on the sites identified to accommodate the City's RHNA do not impede residential development during the period covered by the Housing Element.

PASSED, APPROVED AND ADOPTED this 19th day of September, 2022

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-2202-004 at a regular meeting of said Council held on the 19th day of September 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

George Murphy, City Attorney

Attachment B

HCD Comment letter

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



April 14, 2022

Jared Chavez, Senior Planner
Community Development Department
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

Dear Jared Chavez:

RE: City of Lawndale's 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of Lawndale's (City) housing element adopted February 7, 2022 and received for review on February 15, 2022. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The adopted housing element addresses most statutory requirements described in HCD's January 21, 2021 review; however, additional revisions are necessary to fully comply with State Housing Element Law (Article 10.6 of the Gov. Code), see enclosed Appendix.

As a reminder, the City's 6th cycle housing element was due October 15, 2021. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to revise the element as described above, adopt, and submit to HCD to regain housing element compliance.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Additionally, pursuant to Government Code section 65585, subdivision (b) (AB 215, Statutes of 2021), any subsequent draft revision, the local government must post the draft revisions on its website and email a link to all individuals and organizations that have previously requested notices related to local governments housing element at least seven days before resubmitting to HCD.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government fails to adopt a compliant housing element within 120 days of the statutory deadline (October 15, 2021), then any rezoning to accommodate the regional housing needs allocation (RHNA), including for lower-income households, shall be completed no later than one year from the statutory deadline. Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i).

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

We are committed to assist the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Sohab Mehmood, of our staff, at sohab.mehmood@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

Enclosure

APPENDIX CITY OF LAWNDALE

The following changes are necessary to bring the City's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos.shtml>. Among other resources, the housing element section contains HCD's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at <http://www.hcd.ca.gov/community-development/building-blocks/index.shtml> and includes the Government Code addressing State Housing Element Law and other resources.

A. Review and Revision

Review the previous element to evaluate the appropriateness, effectiveness, and progress in implementation, and reflect the results of this review in the revised element. (Gov. Code, § 65588 (a) and (b).)

The element was not revised to address this finding. As stated in HCD's prior review, while the element lists the past programs and includes a discussion of appropriateness of programs in the sixth cycle, it generally does not address this requirement. For example, in most cases, progress in implementation should still be reported and effectiveness of programs should be evaluated. This is particularly important for Programs 10 (Residential Development on Vacant and Underutilized Sites), 13 (Lot Consolidation), 14 (Zoning Ordinance Monitoring) and 16 (Permit Processing), as well as the significant lack of progress toward the lower-income and moderate-income regional housing needs allocation (RHNA) in the past planning period. Based on the outcomes of this evaluation, programs should be revised as appropriate.

B. Housing Needs, Resources, and Constraints

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Enforcement and Outreach: The element did not address this finding. As stated in HCD's prior review, the element must evaluate trends and characteristics related to fair housing complaints. Based on the outcomes of this evaluation, the element should summarize issues, identify and prioritize contributing factors and formulate meaningful goals and actions.

Sites Inventory: The element was not revised to address this finding. Please see HCD's prior review.

Local Data and Knowledge, and Other Relevant Factors: The element was revised to include a local and regional study that evaluated community demographics including age, education level, income, and various housing conditions. This does not address the finding. Specifically, much of what is included in this report is duplicative of the analysis in the housing needs section and assessment of fair housing. As stated in HCD's prior review, the element must include local data, knowledge, and other relevant factors to discuss and analyze any unique attributes about the City related to fair housing issues. The element should complement federal, state, and regional data with local data and knowledge where appropriate to capture emerging trends and issues, including utilizing knowledge from local and regional advocates and service providers. For example, the element summarized various surveys and outreach efforts that the City conducted as part of the housing element update. The element could discuss and integrate relevant feedback into various components of the assessment of fair housing. Additionally, the element should consider other relevant factors such as historical land use, zoning (e.g., lack of multifamily zoning), governmental and nongovernmental spending including transportation investments, historical patterns of segregation, or other information that may have impeded housing choices and mobility.

Actions and Metrics: The element was revised to include an updated table listing of programs and actions that correspond with the City's identified fair housing issues and contributing factors. This did not address HCD's prior review. Specifically,

1. As stated in HCD's prior review, actions must be significant and meaningful to overcome identified patterns and trends. Several of the identified programs are repetitive from the last planning period with little modifications and/or are required actions that simply comply with state law. These programs will likely not have a significant impact on fair housing issues in the planning period and rather maintain the status quo.
 2. As stated in HCD's prior review, actions must correspond to contributing factors. The element listed various continuing factors such as lack of investment in specific neighborhoods but did not include meaningful actions to directly address the factors that contributed to these issues.
 3. As stated in HCD's prior review, actions must have metrics to target meaningful affirmatively furthering fair housing (AFFH) outcomes and measure program effectiveness in addressing fair housing issues during the planning period. None of the identified programs included metrics and milestones.
 4. Lastly, as stated in HCD's prior review, programs must generally address enhancing mobility strategies, place-based strategies for revitalization and conservation, increasing housing choices and affordability in high opportunity areas, and addressing displacement risks. The element did not include programs to implement place-based strategies and to increase housing choices and affordability in higher opportunity areas.
2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and*

an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)

Shortfall of Sites (Above Moderate): The element identifies a shortfall of 573 units for the above moderate-income regional housing need allocation (RHNA) after completing required rezoning. The element also indicated that the shortfall has been addressed by utilizing a surplus of residential capacity for the moderate and lower-income RHNA. For your information, to facilitate compliance with No Net Loss law, as part of re-adoption, the electronic sites inventory should be updated to reflect a shift in capacity from the lower and moderate-income surplus into the above moderate-income capacity.

Additionally, the element stated that the sites inventory includes a capacity of 500 units for the above moderate-income and moderate-income category (p. 88). However, the sites inventory only showed a capacity of 493 moderate and above moderate-income units. The element should resolve these discrepancies.

Realistic Capacity: While the revised element included a methodology for calculating residential capacity on identified sites, the element should include information to support these assumptions. For example, the element should list recent developments by zone, allowable density, built density and affordability.

Additionally, the element did not address HCD's prior review regarding demonstrating the likelihood of residential in zones where the underlying zoning allows for 100 percent nonresidential uses. As stated in HCD's prior review, the element indicates a housing overlay will be applied to nonresidential sites to accommodate residential development. However, the element must account for the likelihood of nonresidential uses in this proposed zone, including an analysis based on indicators such as development trends, performance standards or other relevant factors. For example, the element could commit to residential performance standards in the mixed-use overlay. Depending on the results of a complete analysis, the element may need to adjust residential capacity calculations, policies, and programs accordingly.

Suitability of Nonvacant Sites: The revised element's analysis of nonvacant sites lists various factors that are indicative of redevelopment potential and then reflects those factors to each individual site. However, as stated in HCD's prior review, the methodology must consider the jurisdiction's past experience with converting existing uses to higher density residential development, local and/or regional development trends, and other regulatory incentives or standards to encourage residential development on these sites. Specifically, to reflect development trends, the element could include local and/or regional examples demonstrating existing uses redeveloping into residential development. For your information, when including examples, the element should list specific site characteristics that relate to the factors utilized in the analysis. Lastly, if the City cannot demonstrate a track record for redeveloping nonvacant sites, the element could utilize development trends in the surrounding areas and should consider strong incentives and programs that will encourage and facilitate redevelopment on these sites. This is especially important given that the City's entire

RHNA is accommodated on nonvacant sites and significantly lacks progress towards the lower and moderate-income RHNA from the last planning period.

Lastly, HCD's prior review stated that the housing element relies upon nonvacant sites to accommodate more than 50 percent of the RHNA for lower-income households and the element must make findings (e.g., adopted resolution) based on substantial evidence that the existing uses are not an impediment to additional residential development and will likely discontinue in the planning period. (Gov. Code, § 65583.2, subd. (g)(2).) The adopted resolution did not make any findings regarding nonvacant sites. The revised element must be re-adopted with findings through an adopted resolution that the existing use will not impede additional residential development. HCD will send examples under separate cover.

Sites Identified in Prior Planning Periods: As stated in HCD's prior review, the element must clarify which sites were identified in the prior planning periods.

Availability of Infrastructure: The revised element stated that existing sewer facilities do not have the capacity to accommodate the RHNA and that this will be addressed through the General Plan, updates to the Hawthorne Specific Plan and accompanying environmental review document. However, the element must include a program with specific commitments to expand and improve sewer capacity to accommodate the RHNA during the planning period.

Zoning for a Variety of Housing Types (Emergency Shelters): While the revised element states that there are no additional development standards in the M-1 zone for emergency shelters, it must demonstrate compliance with emergency shelter parking requirements. Pursuant to AB 139 (Chapter 335, Statutes of 2019) emergency shelters are only required to provide sufficient parking to accommodate all staff working in the emergency shelter, provided that the states do not requirement more parking for emergency shelters than other residential or commercial uses within the same zone. The element should describe compliance with these requirements or include programs as appropriate.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

Land-Use Controls: The element was revised to include some development standards for accessory dwelling units (ADU). This did not address HCD's prior review. As stated in HCD's prior review, the analysis should address parking, including the number of spaces and enclosure requirements, heights, and minimum lot sizes particularly for zones allowing multifamily uses. The analysis should address impacts on housing supply (e.g., number of units), costs and timing. Based on the outcomes of a complete

analysis, the element should include programs to address or remove the identified constraints.

Local Processing and Permit Procedures: While the revised element included one sentence regarding the timing for the City's design review process, it generally was not revised to address this finding. As stated in HCD's prior review, the element must evaluate the design review procedure for impacts as a potential constraint on housing supply, cost, timing and approval certainty. For example, the analysis should address the typical number of hearings and list and evaluate approval findings for impacts on approval certainty.

Constraints on Housing for Persons with Disabilities: The element was not revised to address HCD's prior findings regarding reasonable accommodation and the definition of family. Please see HCD's prior review. In addition:

- *Community Care Facilities* – HCD's prior review stated that the element must describe and analyze how community care facilities serving seven or more persons are approved. The element stated that the City does not currently address these uses and will include a program conditionally allowing these in high density multifamily zones (i.e., R-4 and MU Overlay zones). 1) The element did not include a program to amend the zoning code to address these uses and 2) for your information, excluding these uses from residential zones and/or subjecting these uses to subjective findings is generally considered a constraint. The element should include programs committing to approval of these uses with objectivity and certainty in all residential zones.
4. *An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, the cost of construction, the requests to develop housing at densities below those anticipated in the analysis required by subdivision (c) of Government Code section 65583.2, and the length of time between receiving approval for a housing development and submittal of an application for building permits for that housing development that hinder the construction of a locality's share of the regional housing need in accordance with Government Code section 65584. The analysis shall also demonstrate local efforts to remove nongovernmental constraints that create a gap between the locality's planning for the development of housing for all income levels and the construction of that housing. (Gov. Code, § 65583, subd. (a)(6).)*

Approval Time: While the revised element includes a discussion regarding the appeal process after a project is approved (p. 68), it still must identify and analyze the length of time between receiving approval for a housing development and submittal of an application for building permits.

C. Housing Programs

1. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Government Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing. (Gov. Code, § 65583, subd. (c)(1).)*

As noted in Finding B2, the element does not include a complete site analysis, therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types.

2. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Findings B3 and B4, the element requires a complete analysis of potential governmental and nongovernmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints.

3. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. (Gov. Code, § 65583, subd. (c)(5).)*

As noted in Finding B1, the element must include a complete assessment of fair housing. Based on the outcomes of that analysis, the element must add or modify programs.

D. Quantified Objectives

Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b) (1 & 2).)

HCD's prior review stated that the element could consider quantified objectives for rehabilitation and conservation beyond preserving at-risk affordable units. The element did not include any revisions and the City responded with "noted." However, as noted in HCD's prior review, quantified objectives do not represent a ceiling but rather should set a target goal for the City to achieved based on the needs of its residents. Additionally, the assessment of fair housing and outreach section all indicate the communities needs and interest in improving, rehabilitating, and conserving the existing housing stock. Specifically, survey responses from residents highlighted the need to complete modest to major rehabilitation to their existing homes. The housing element should set objectives that aim to respond to the communities needs and concerns.



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

DATE: September 19, 2022

TO: Honorable Mayor and City Council

FROM: Cynthia Rodriguez, Administrative Assistant II 

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 LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: September 19, 2022

TO: Honorable Mayor and City Council

FROM: Cynthia Rodriguez, Administrative Assistant

SUBJECT: Conference with Legal Counsel – Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case.

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