



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, May 2, 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. **Consideration of Claim Against the City**
Recommendation: that the City Council reject the claims filed by Jorge Sanchez Principe and instruct staff to process the appropriate correspondence to the claimants.
- 2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2205-020, authorizing the payment of certain claims and demands in the amount of \$608,887.64.

3. **Minutes of the Lawndale City Council Regular Meeting – April 18, 2022**
Recommendation: that the City Council approve.

G. ADMINISTRATION

4. **South Bay Workforce Investment Board (SBWIB) Appointment – Business Private Sector Representative**

Recommendation: that the City Council (a) review the submitted information from Mr. Edward J. Leiva, as supported by the SBWIB; (b) re-affirm the SBWIB 's nomination of Mr. Edward J. Leiva as the City of Lawndale' s SBWIB representative on the Business Private Sector seat, filling the remaining term from July 1, 2022 to June 30, 2026, and direct staff to provide that name to the SBWIB for the Inglewood Chamber of Commerce's final approval; **or** (c) Direct staff to open up nominations for additional applications including advertising the opening on the City's website and social media platforms; and (d) bring the nomination applications to an upcoming City Council meeting and provide direction to staff to provide a name to the SBWIB for the Inglewood Chamber of Commerce's final approval, to fill the upcoming vacancy on the City of Lawndale's SBWIB Business Private Sector seat, filling the remaining term of July 1, 2022 to June 30, 2026.

5. **Award of Construction Contract for to Hardy and Harper, Inc. and Construction Management Services to SA Associates for the Redondo Beach Blvd. Street Improvement Project (from Artesia Blvd. to Prairie Ave.) Project No. 2021-02 Bid No. BN-2110-10**

Recommendation: that the City Council (a) award the construction contract in the amount of \$2,111,000 to Hardy and Harper, Inc. for the Redondo Beach Blvd. Street Improvement Project (b) award construction management services in the amount of \$191,000 to SA Associates for the Redondo Beach Blvd. Street Improvement Project and (c) approve the construction contingency amount of \$422,200 for the project to avoid delays and facilitate timely project completion.

6. **Pedestrian Crossing Statistics Review- All City Management Crossing Guard Service**

Recommendation: that the City Council consider one of the following: (a) make no changes to the existing agreement between the City of Lawndale and All City Management Services, Inc. and continue to provide services at all 10 crosswalk (b) eliminate the location with the fewest number of recorded crossings at the controlled intersection of Manhattan Beach Blvd. and Prairie Ave. and continuing services at nine (9) remaining locations (c) eliminate the two locations with the fewest number of recorded crossings at the controlled intersections of Manhattan Beach Blvd. and Prairie Ave., and Marine Ave. and Freeman Ave. and continuing services at eight (8) remaining locations (d) eliminate the three locations with the three of the four fewest number of recorded crossings at the controlled intersections of Manhattan Beach Blvd. and Prairie Ave., Marine Ave. and Freeman Ave., and W. 169th St. and Hawthorne Blvd. or Manhattan Beach Blvd. and Freeman Ave. and continuing services at seven (7) remaining locations.

7. Report on Fence Permit Update

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

H. CITY MANAGER REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

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

J. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, May 16, 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 May 2, 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

DATE: May 2, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director 

SUBJECT: Consideration of Claims for Damage against the City

BACKGROUND

The City of Lawndale received a claim for property damage filed by Jorge Sanchez Principe (Claimant) on April 19, 2022. The claim filed alleged that on April 12, 2022, the windshield of their personal vehicle was damaged by the tree seed that fell on vehicle while parked near 4226 Manhattan Beach Boulevard, Lawndale, CA.

STAFF REVIEW

The City's third party claims administrator, Carl Warren & Company, reviewed and completed investigation regarding filed claim. Based on the Carl Warren's review, it was determined that liability for the claim could not be assigned to the City. As a result, Carl Warren recommends that the City reject the claim as filed.

LEGAL REVIEW

None.

RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Jorge Sanchez Principe and instruct staff to process the appropriate correspondence to the claimants.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Jorge Sanchez Principe (3032179 - JBG)



CITY OF LAWDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

'22 APR 19 4:47pm

Claim No.: _____

Instructions:

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

CITY OF LAWDALE			
Claimant's Name	Jorge Sanchez Principe	Claimant's Occupation	DHL Driver
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address		Claimant's Business Phone #	

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

When did DAMAGE or INJURY occur? Date: 4-12-2022 Time: 7:00 AM
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE

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

Near the address of 4226 on the street of Manhattan Bch Blvd

Describe in detail how the DAMAGE or INJURY occurred.

The damage occurred due to an over grown tree that drops debris of heavy wooden tree seed pods. The debris of the tree hit the top right passenger side of my windshield that caused a big crack.

Why do you claim the city is responsible?

I believe the city is responsible for the damage the tree debris caused to my vehical because the tree is on city property. If the tree's were regularly maintained/trimmed it would've prevented this damage to my vehical.

Describe in detail each INJURY or DAMAGE

Big crack on the top right passengers side of my vehicals windshield.

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

Damages incurred to date (exact):	\$	Estimated prospective damages as far as known:	\$
Damage to property	\$ 1,114.97	Future expenses for medical and hospital care	\$
Expenses for medical and hospital care	\$	Future loss of earnings	\$
Loss of Earnings	\$	Other prospective special damages	\$
Special Damages for	\$	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$		
Total Damages incurred to date	\$ 1,114.97		
Total amount claimed as of date of presentation of this claim			\$ 1,114.97

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

Were paramedics or ambulance called? _____ If so, name city or ambulance _____

If injured, state date, time, _____

name and address of doctor of your first visit _____

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

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

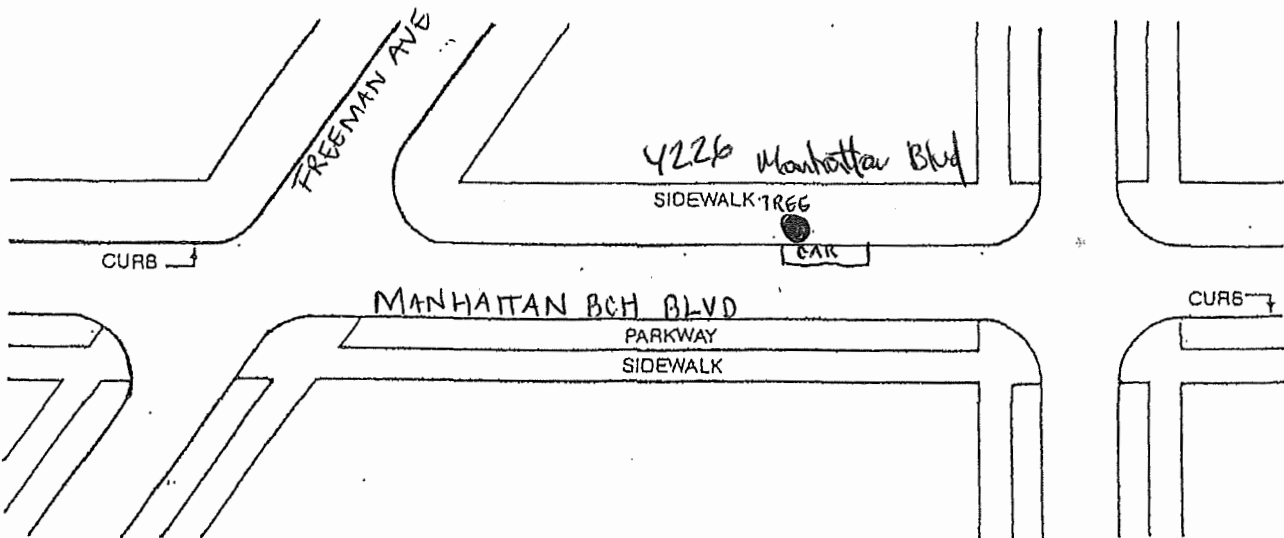
DOCTORS and HOSPITALS:

Hospital _____ Address _____ Date of Hospitalization _____

Doctor _____ Address _____ Date of Treatment _____

Doctor _____ Address _____ Date of Treatment _____

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



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

Typed/Printed Name

Date

Jorge Sanchez

4/15/2022



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

4/27/2022

TO: City of Lawndale

ATTENTION: Raylette Felton

RE: Claim : Jorge Principe V. City of Lawndale
Claimant : Jorge Principe
Member : City of Lawndale
Date Rec'd by Mbr : 04-19-2022
Date of Event : 04-12-2022
CW File Number : 3032179 JBG

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

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

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

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | A Venbrook Company

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com

RESOLUTION NO. CC-2205-020

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$608,887.64**

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

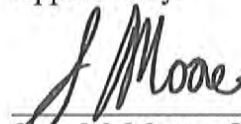
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the City Manager, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

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 202569 through 202611
for the aggregate total of \$608,887.64 are hereby authorized.

Effective Date: May 2nd, 2022

Approved by:



Sean M. Moore, City Manager

PASSED, APPROVED AND ADOPTED this 2nd day of May, 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-2205-020 at a regular meeting of said Council held on the 2nd day of May, 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

Claims and Demands Paid By Check:

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		608,887.64

Check Register Report

Date: 04/13/2022
Time: 4:40 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							
202569	04/14/2022	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	BEEHIVE REMOVAL ON PALM TREE	1,750.00
202570	04/14/2022	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - FEB. 2022	39,917.28
202571	04/14/2022	Printed		0155A	CALIF. CONTRACT CITIES ASSOC.	2021-22 MEMBERSHIP DUES	3,600.00
202572	04/14/2022	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	2,870.00
202573	04/14/2022	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	28,268.80
202574	04/14/2022	Printed		5702	DIV OF THE STATE ARCHITECT	Q1 2022 CASP FEE REPORT	534.80
202575	04/14/2022	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	9,861.61
202576	04/14/2022	Printed		7883	DIANA LEE	BUILDING PERMIT REFUND	4,606.54
202577	04/14/2022	Printed		4779	LUCILLE SMITH ELEM SCHOOL PTA	DONATION FROM PAT KEARNEY	500.00
202578	04/14/2022	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	683.28
202579	04/14/2022	Printed		5669	ORTCO INC	INSTALL. REPLACEMT EQUIPMENT	2,700.00
202580	04/14/2022	Printed		7827	SA ASSOCIATES	CONSTRUCTION INSPECTION SVCS -	21,027.00
202581	04/14/2022	Printed		1044	SJALIC CONTRACTORS CORPORATION	INGLEWOOD AVE ST. IMPROV	362,378.45
202582	04/14/2022	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING MAINTENANCE SVCS.	19,475.00
202583	04/14/2022	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	11,972.67
202584	04/14/2022	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	973.05
202585	04/14/2022	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	6,265.00
202586	04/14/2022	Printed		3938	TRANSTECH ENGINEERS INC	STAFF AUGMENTATION SVCS -	10,050.00
202587	04/14/2022	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,085.52
202588	04/14/2022	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,657.15
202589	04/14/2022	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	80.95
202590	04/14/2022	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	2,583.83
202591	04/14/2022	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	18.59
Total Checks: 23							532,859.52
Total Payments: 23							532,859.52
Total Payments: 23							532,859.52

Check Register Report

Date: 04/25/2022
Time: 7:57 am
Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale	BANK: WELLS FARGO BANK N.A					Page: 1	
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
202592	04/21/2022	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES - MAR. 2022	8,073.50
202593	04/21/2022	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL- CITY	45.00
202594	04/21/2022	Printed		2207	ASAP SIGN & BANNER, LLC	CITY LOGO FOR MSD & FLAG FOR	297.68
202595	04/21/2022	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	2,400.23
202596	04/21/2022	Printed		1056	AT&T GLOBAL SERVICES, INC.	TELEPHONE SYSTEM MAINTENANCE	865.57
202597	04/21/2022	Printed		7382	BLUEPRINT SERVICE	SPECS FOR PROJ 2022-9 &2022-10	428.76
202598	04/21/2022	Printed		0182	CITY OF LAWNDALE PETTY CASH	PETTY CASH REIMBURSEMENT	357.39
202599	04/21/2022	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINTENANCE -	6,771.30
202600	04/21/2022	Printed		7884	PETIA DIMOVA	MCK GARDEN-PLOT#7 REFUND	35.00
202601	04/21/2022	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	3,555.77
202602	04/21/2022	Printed		3377	HF & H CONSULTANTS, LLC	SOLID WASTE CONSULTING SERVICE	16,425.75
202603	04/21/2022	Printed		7562	KOFF & ASSOCIATES INC	RECRUITMENT - DIRECTOR OF	1,245.00
202604	04/21/2022	Printed		0308	LOS ANGELES COUNTY	TRAFFIC ENFORCEMENT SPECIAL	31,561.29
202605	04/21/2022	Printed		4566	MYERS & SONS HI WAY SAFETY INC	DELINEATORS & STENCILING	1,658.75
202606	04/21/2022	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	271.82
202607	04/21/2022	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR FOR VEH# 501	20.00
202608	04/21/2022	Printed		0346	SPARKLETT'S	BOTTLE WATER SERVICE-	655.73
202609	04/21/2022	Printed		3373	VERIZON WIRELESS	M2M SHARE DATA LINE- PREV PMT	50.04
202610	04/21/2022	Printed		0480	VISTA PAINT	PAINT SUPPLIES- CSD BUILDING	827.10
202611	04/21/2022	Printed		0493	ZUMAR INDUSTRIES, INC	NO PARKING SIGNS	482.34
Total Checks: 20							76,028.12
Checks Total (excluding void checks):							

Total Checks: 20

Total Payments: 20

Total Payments: 20

Checks Total (excluding void checks):

Bank Total (excluding void checks):

Grand Total (excluding void checks):

**MINUTES OF THE
LAWNDALDE CITY COUNCIL REGULAR MEETING
April 18, 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, City Attorney Gregory M. Murphy, Assistant to the City Manager/Human Resources Director Raylette Felton, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Municipal Services Director Michael Reyes, Acting Director of Community Development Jared Chavez, Public Works Director Julian Lee

B. CEREMONIALS

Councilmember Pat Kearney led the flag salute and Pastor Jimmy Orellana, with Calvary Chapel South Bay, provided the inspiration.

C. PUBLIC SAFETY REPORT

Los Angeles County Sheriff's Department Captain Duane Allen summarized the recent law enforcement activities and commended everyone who attended the Coffee with a Cop event and Starbucks for hosting the event.

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

Gary Adams, Resident, partially read an email he stated he sent to City Council regarding potential code violations for RJ's Construction Supply, business located on 4505 Manhattan Beach Blvd., and requested disciplinary actions be enforced for the violations. Gary Adams commended Sheriff Officer for issuing parking citations to the heavy duty trucks parked on Mansel Ave. and the California Highway Patrol for clearing up the homeless encampment near the 405 freeway and Hawthorne Blvd.

Louis Lee II, President of Eubanks Conservatory of Music and Arts, followed up on a proposed partnership with the City of Lawndale.

Arnie Carrillo, Branch Manager of RJ's Construction Supply, spoke of the changes the business is making to be a good neighbor.

Jay Gould, Resident, spoke of concerns with Metro and a meeting Metro did not attend.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the public comments.

Councilmember Pat Kearney inquired on the vision plan proposed by Louis Lee II, President of Eubanks Conservatory of Music and Arts.

Mayor Robert Pullen-Miles responded Eubanks Conservatory of Music and Arts seeks to use the City's Media Studio and recommended staff further review due to issues with a private entity using public government resources.

City Manager Sean M. Moore responded staff will follow up with Louis Lee II.

Councilmember Pat Kearney requested a meeting to be scheduled with Metro and invite Lawndale residents to attend.

Mayor Pro Tem Rhonda Hofmann Gorman requested the Metro meeting details from Resident Jay Gould to bring up during an upcoming Metro C Line (Green) Extension Project subcommittee meeting.

City Manager Sean M. Moore responded he will coordinate a meeting with Metro and place item on an Agenda.

Councilmember Sirley Cuevas requested the meeting with Metro be held at the proposed project site.

City Manager Sean M. Moore responded he will make the arrangements.

Councilmember Bernadette Suarez concurred with Mayor Robert Pullen-Miles regarding potential concerns with the use of public government equipment by a private entity and Councilmember Pat Kearney's request to meet with Metro and the residents.

Councilmember Sirley Cuevas responded the date of the meeting with Metro was April 13th at 4:00 p.m.

F. CONSENT CALENDAR

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Recognition of 100th Birthday Charles "Mac" MacQuarrie**
Recommendation: that the City Council receive and file.
3. **Redondo Beach Transit Center Use Agreement for Lawndale Beat Fixed-Route Transportation System**

Recommendation: that the City Council (a) approve the attached Redondo Beach Transit Center Use Agreement between the City of Redondo Beach and the City of Lawndale and (b) authorize Mayor Robert Pullen-Miles to sign the attached agreement.

4. **Quarterly Investment Report for the Quarter Ended March 31, 2022**

Recommendation: that the City Council receive and file the Quarterly Investment Update for the quarter ended March 31, 2022.

5. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2204-017, authorizing the payment of certain claims and demands in the amount of \$673,765.64.

6. **Minutes of the Lawndale City Council Regular Meeting – April 4, 2022**

Recommendation: that the City Council approve.

Mayor Robert Pullen-Miles read item no. 2, recognizing the 100th Birthday of Charles “Mac” MacQuarrie.

A motion by Councilmember Pat Kearney to approve the consent calendar was seconded by Councilmember Bernadette Suarez and carried by a vote of 5-0.

G. PUBLIC HEARING

7. **Amendment to the Lawndale Municipal Code to Comply with the Requirements of Senate Bill 9**

Recommendation: that the City Council (a) conduct a public hearing (b) determine that Ordinance No. 1188-22 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Division 13 (commencing with Section 21000) of Public Resources Code and Government Code sections 65858.21(j) and 66411.7(n) because an ordinance adopted to implement the rules of Senate Bill 9 is not considered a project under Division 13 and (c) approve Ordinance No. 1188-22 by four fifths (4/5) vote of the City Council to extend Interim Urgency Ordinance No. 1186-22 by 10 months and 15 days.

Acting Director of Community Development Jared Chavez reported on the Amendment to the Lawndale Municipal Code to comply with the Requirements of Senate Bill 9.

Mayor Robert Pullen-Miles opened the public hearing at 7:09 p.m.

Public Testimony

Gary Adams, Resident, inquired what the change means to new construction for residential properties.

Acting Director of Community Development Jared Chavez responded she can provide the draft ordinance and meet to explain.

City Manager Sean M. Moore added the City is extending the 45 day moratorium by 10 months and 15 days to complete a comprehensive ordinance in compliance with Senate Bill 9. City Manager Sean M. Moore mentioned the City is at least 89% R2 zone and less than 25% is R1 zone which is applicable to SB9.

Mayor Robert Pullen-Miles closed the public hearing at 7:10 p.m.

A motion by Councilmember Pat Kearney to determine that Ordinance No. 1188-22 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Division 13 (commencing with Section 21000) of Public Resources Code and Government Code sections 65858.21(j) and 66411.7(n) because an ordinance adopted to implement the rules of Senate Bill 9 is not considered a project under Division 13 and approve Ordinance No. 1188-22 by four fifths (4/5) vote of the City Council to extend Interim Urgency Ordinance No. 1186-22 by 10 months and 15 days. Councilmember Bernadette Suarez second the motion which carried by a vote of 5-0.

8. Case No. 22-09 Consideration of an Urgency Ordinance to Establish Rules and Regulations for Carwash Facilities within the City of Lawndale

Recommendation: that the City Council (a) conduct a public hearing (b) determine that Ordinance No. 1189-22 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, Title 14, Section 15060, subdivision (c)((2), because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061 subdivision (b)(3) because the activity has no potential for resulting in physical change to the environment, direct or indirectly and so is not a project and (c) approve Ordinance No. 1189-22 by a four-fifths (4/5) vote of the City Council.

Acting Director of Community Development Jared Chavez provided the staff report for Case No. 22-09 Consideration of an Urgency Ordinance to Establish Rules and Regulations for Carwash Facilities within the City of Lawndale.

Councilmember Bernadette Suarez inquired if the rules and regulations apply to current carwash applications or apply to new applications.

Acting Director of Community Development Jared Chavez responded the Urgency Ordinance would affect new applications received after 30 days the ordinance is approved.

City Manager Sean M. Moore added the ordinance does not affect existing or previously approved carwashes only new proposals or expansion on an existing facility.

Mayor Robert Pullen-Miles opened the public hearing at 7:14 p.m.

Public Testimony

Gary Adams, Resident, expressed concern on waiving environmental considerations on future carwash applications and spoke about the existing business Bellagio Car Wash.

City Manager Sean M. Moore and Mayor Robert Pullen-Miles clarified the requirements being waived are for the proposed moratorium, not environmental considerations on future carwash applications.

Mayor Robert Pullen-Miles closed the public hearing at 7:16 p.m.

A motion by Councilmember Pat Kearney to determine that Ordinance No. 1189-22 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, Title 14, Section 15060, subdivision (c)((2), because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061 subdivision (b)(3) because the activity has no potential for resulting in physical change to the environment, direct or indirectly and so is not a project and approve Ordinance No. 1189-22 by a four-fifths (4/5) vote of the City Council. Councilmember Sirley Cuevas second the motion which carried by a vote of 5-0.

H. ADMINISTRATION

9. Approval of Adjustment to 2021-2022 Budget for Staff Reclassification

Recommendation: that the City Council approve the reclassification from Code Enforcement I to Code Enforcement II in the 2021-2022 budget.

Municipal Services Director Michael Reyes provided the staff report for the approval of Adjustment to 2021-2022 Budget for Staff Reclassification.

A motion by Councilmember Pat Kearney approve the reclassification from Code Enforcement I to Code Enforcement II in the 2021-2022 budget. Councilmember Sirley Cuevas second the motion which carried by a vote of 5-0.

10. Award of Construction Contract to Superior Pavement Markings, Inc. and Inspection Services to RKA Consulting Group for the FY 2021/2022 Citywide Sign Replacement Project No. 2022-12

Recommendation: that the City Council (a) award construction contract in the amount of \$933,309 to Superior Pavement Markings , Inc. for the FY 2021/2022 Citywide Sign Replacement Project, (b) award construction management services in the amount of \$106,275 to RKA Consulting Group for the FY 2021/2022 Citywide Sign Replacement, (c) approve the construction contingency amount of \$186,662 for the project to avoid delays and facilitate timely project completion, (d) authorize the Director of Finance to decrease the appropriations from the Proposition C funds for the Redondo Beach Blvd (Hawthorne Blvd – Artesia Blvd) Improvement Project (207-310-700.277) by \$719,168, (e) authorize the Director of Finance to appropriate \$719,168 from Proposition C Unappropriated Fund Balance to the account number 207-310-700.281 Capital Improvement Program for FY 2021/2022 Citywide Sign Replacement Project and (f) authorize the Director of Finance to appropriate \$507,078 from Measure M Unappropriated Fund Balance to the account number 272-310-700.281 Capital Improvement Program for FY 2021/2022 Citywide Sign Replacement Project.

Public Works Director Julian Lee provided the staff report for the Award of Construction Contract to Superior Pavement Markings, Inc. and Inspection Services to RKA Consulting Group for FY 2021/2022 Citywide Sign Replacement Project No. 2022-12.

Councilmember Pat Kearney inquired if Proposition C and Measure M funds will expire.

Public Works Director Julian Lee responded Proposition C funds will expire on June 30, 2022.

Councilmember Pat Kearney commented on his concern with receiving only one bid and he would like to see a total of 3 bids submitted in the future.

Public Works Director Julian Lee responded many contractors are committed to other projects and unable to respond to the bid due to the timeline constraints for completion within 60 days to avoid lapsing the Proposition C funds.

A dialogue ensued between City Council and staff regarding the potential lapse in Proposition C funding if project not completed before deadline, type and quantity of replacement signs, and the overall project tasks.

City Manager Sean M. Moore explained due to the staff turnover in the Finance Department the notification regarding the funding lapse was received late.

Mayor Robert Pullen-Miles inquired if the proposal cost is in line with the typical cost for this type of work.

Public Works Director Julian Lee responded the price of the contract is lower than what staff anticipated and have worked with contractor in the past.

Councilmember Cuevas requested a spreadsheet listing funds and expiration dates to avoid this issue in the future.

City Manager Sean M. Moore responded he will work with staff to develop a list of funds and their expiration dates for staff to use.

Mayor Pro Tem Rhonda Hofmann Gorman requested staff to be reminded of a minimum of 3 bid submissions for project needed.

Councilmember Bernadette Suarez requested a “master” spreadsheet to be shared among all departments and not just for one City department.

Mayor Robert Pullen-Miles indicated he is comfortable with the proposal that is under the expected estimate.

A motion by Councilmember Bernadette Suarez to award construction contract in the amount of \$933,309 to Superior Pavement Markings , Inc. for the FY 2021/2022 Citywide Sign Replacement Project, award construction management services in the amount of \$106,275 to RKA Consulting Group for the FY 2021/2022 Citywide Sign Replacement, approve the construction contingency amount of \$186,662 for the project to avoid delays

and facilitate timely project completion, authorize the Director of Finance to decrease the appropriations from the Proposition C funds for the Redondo Beach Blvd (Hawthorne Blvd – Artesia Blvd) Improvement Project (207-310-700.277) by \$719,168, authorize the Director of Finance to appropriate \$719,168 from Proposition C Unappropriated Fund Balance to the account number 207-310-700.281 Capital Improvement Program for FY 2021/2022 Citywide Sign Replacement Project and authorize the Director of Finance to appropriate \$507,078 from Measure M Unappropriated Fund Balance to the account number 272-310-700.281 Capital Improvement Program for FY 2021/2022 Citywide Sign Replacement Project. Councilmember Sirley Cuevas second the motion which carried by a vote of 4-1, [yes: 4 and no: 1].

11. Street Parking Study of Mansel Ave.

Recommendation: that the City Council approve the removal of the existing two signs “No Parking, 8:00 a.m. - 4:00 p.m., Monday through Friday” in order to add approximately four street parking spaces.

Public Works Director Julian Lee provided the staff report for the Street Parking Study of Mansel Ave.

A motion by Councilmember Pat Kearney approve the removal of the existing two signs “No Parking, 8:00 a.m. - 4:00 p.m., Monday through Friday” in order to add approximately four street parking spaces. Mayor Pro Tem Rhonda Hofmann Gorman second the motion which carried by a vote of 5-0.

12. Approval and Amendment to the City-wide Salary and Pay Schedule and Salary and Benefits Resolution for Central Management Employees

Recommendation: that the City Council (a) adopt Resolution No. CC-2204-018, approving the Amendment to the Schedule of Salary and Benefits for the Central Management Employees; (b) allocate \$19,536 from the General Fund Salaries Line Item 100-501.100 for this adjustment; and (c) adopt Resolution No. CC-2204-019, approving the amendment to the 2021-2022 City-wide Salary and Pay Schedule.

Assistant to the City Manager/Human Resources Director Raylette Felton provided the staff report for the proposed Amendment to the City-wide Salary and Pay Schedule and Salary and Benefits Resolution for Central Management Employees.

A motion by Councilmember Pat Kearney to adopt Resolution No. CC-2204-018, approving the Amendment to the Schedule of Salary and Benefits for the Central Management Employees; allocate \$19,536 from the General Fund Salaries Line Item 100-501.100 for this adjustment; and adopt Resolution No. CC-2204-019, approving the amendment to the 2021-2022 City-wide Salary and Pay Schedule. Councilmember Sirley Cuevas second the motion which carried by a vote of 5-0.

13. Approve and Authorize the Purchase of Citywide Telephone Equipment and Service Plan

Recommendation: that the City Council (a) authorize the Finance Department to allocate \$58,000 from the Restricted Urban Development Fund, Operating Transfers-Out (215-160-560.100) to the General Fund, Operating Transfers-In (100-000.480.100) and (b)

approve and authorize the City Manager or designee to purchase citywide telephone equipment and data service plan in an amount not to exceed the approved budgeted amount of \$58,000.

Assistant to the City Manager/Human Resources Director Raylette Felton provided the staff report for authorization to Purchase of Citywide Telephone Equipment and Service Plan.

Councilmember Sirley Cuevas inquired if an additional landlines will remain in place in case the phone system shuts down.

Assistant to the City Manager/Human Resources Director Raylette Felton responded the City will keep 9 landlines in the operating emergency center through AT&T.

A motion by Councilmember Pat Kearney to authorize the Finance Department to allocate \$58,000 from the Restricted Urban Development Fund, Operating Transfers-Out (215-160-560.100) to the General Fund, Operating Transfers-In (100-000.480.100) and approve and authorize the City Manager or designee to purchase citywide telephone equipment and data service plan in an amount not to exceed the approved budgeted amount of \$58,000. Councilmember Sirley Cuevas second the motion which carried by a vote of 5-0.

14. Comprehensive Annual Financial Report (CAFR)

Recommendation: that the City Council receive and file the Comprehensive Annual Financial Report for the Year Ended June 30, 2021.

Evelyn Morentin-Barcena, CPA, Rogers, Anderson, Malody & Scott, LLP, the City's auditing firm, provided the report and presentation on the Comprehensive Annual Financial Report (CAFR).

Mayor Robert Pullen-Miles inquired if the City is in good standing after the audit.

Evelyn Morentin-Barcena responded the firm did not find anything that was materially misstated, emitted or any inappropriate disclosures.

Terry P. Shea, CPA, Partner, Rogers, Anderson, Malody & Scott, LLP, thanked the City for the opportunity to serve and concurred with Evelyn Morentin-Barcena. Terry P. Shea indicated the City was able to add over \$4 million to the General Fund balance, which is good news.

City Council reached a unanimous consensus to receive and file the report.

15. Updated Illegal Fireworks Suppression Plan for 2022

Recommendation: that the City Council review the Illegal Fireworks Suppression Plan and give direction to staff as to which option is most favorable moving forward.

Municipal Services Director Michael Reyes provided the staff report for the updated illegal fireworks suppression plan for 2022 with 3 options for consideration.

Mayor Pro Tem Rhonda Hofmann Gorman inquired if the Los Angeles County Sheriff's Department Lieutenant will visit the most active areas and if Municipal Services Department

staff could provide notices to residents, door to door, encouraging residents to report illegal fireworks.

A dialogue ensued between City Council and staff regarding the illegal fireworks suppression plan, delivering information, making contact with residents, effectiveness of illegal fireworks suppression plan in prior year, and options for addressing hot spots this year.

Municipal Services Director Michael Reyes offered to meet with Mayor Pro Tem Rhonda Hofmann Gorman for specifics to the plan and work with staff.

City Manager Sean M. Moore responded staff can put something together and send to the City Attorney and City Council for review.

Randall Abram, Resident, spoke about the illegal fireworks suppression plan and adding new deputies.

Louis Lee II, President of Eubanks Conservatory of Music and Arts, suggested City designate a controlled area for use of fireworks and offered to support.

Dina, Resident inquired if the sheriff deputies ride single or double and added the sound of fireworks effects the elderly and pets.

Municipal Services Director Michael Reyes responded two deputies ride together.

Gary Adams, Resident, spoke about illegal firework concerns as fire hazards and rubbish on the street.

Councilmember Sirley Cuevas inquired if the Municipal Services staff can also observe and report the use of illegal fireworks.

Municipal Services Director Michael Reyes responded Municipal Services staff are not trained, concerned by potential danger and would need to follow up with Sheriff Captain, City Attorney and City Manager to discuss the safety.

Councilmember Sirley Cuevas inquired if the City is able to issue citations for any fireworks debris left behind.

Municipal Services Director Michael Reyes responded it can be challenging to issue a citation for firework debris unless it can be proven.

Councilmember Pat Kearney responded he concurs with Councilmember Sirley Cuevas however Municipal Services Department does not have enough staff and proposed City Council monitor and report illegal firework use . Councilmember Pat Kearney further mentioned the City in the past hosted fireworks shows in Lawndale but it was discontinued. Councilmember Pat Kearney responded he agrees with option 2.

Councilmember Bernadette Suarez concurs with option 2.

A motion by Councilmember Sirley Cuevas to direct staff to move forward with option 2 of the Illegal Fireworks Suppression Plan: Follow protocols introduced in the 2021 Illegal Fireworks Suppression Plan but altering the Special Assignment Officers (SAO's) schedule shift to begin on June 20, 2022, two weeks prior to the July 4th holiday. This option would allow for SAO's to continue to work their normal schedules with a two week period of time dedicated to illegal firework suppression, so as not to take away from their regular tasks of gang suppression and homelessness details. Also under this option City Staff would run ads on social media to solicit the sale of illegal fireworks so that citations may be issued and fireworks confiscated when sales are attempted. Councilmember Pat Kearney second the motion which carried by a vote of 5-0.

I. ITEMS FROM CITY COUNCILMEMBERS

16. Presentation from Mr. Kenneth Miller - Lawndale Times Newspaper

Requested by Councilmember Sirley Cuevas.

Recommendation: that the City Council receive a presentation from Mr. Kenneth Miller.

Mr. Kenneth Miller, Lawndale Times Newspaper, spoke about success stories of Lawndale, his background and reputation in the community and journalism and reported on the Lawndale Times Newspaper proposal for the City.

Mayor Pro Tem Rhonda Hofmann Gorman inquired about the frequency of print for the community.

Mr. Kenneth Miller responded editions can be released monthly to start.

Mayor Pro Tem Rhonda Hofmann Gorman inquired if Lawndale history stories will be included.

Mr. Kenneth Miller responded all ideas are welcomed as the newspaper is Lawndale's.

Councilmember Bernadette Suarez commented regarding digital and print publications to reach different audiences and looking forward to seeing paper progress.

Councilmember Sirley Cuevas inquired who will reach out to the businesses of Lawndale for advertisement.

Mr. Kenneth Miller responded he will work with the Lawndale businesses for advertisement.

Councilmember Sirley Cuevas inquired what would the monthly cost be to the City.

Mr. Kenneth Miller responded he is pursuing a partnership with the City and requesting to be considered when the City has a budget for advertising.

Mayor Robert Pullen-Miles responded City Council will continue discussions regarding types of partnerships can be developed.

17. Recruitment and Retention of Deputy Sheriff's- Support Letter Requested by Rudy Bermudez, Association for Los Angeles Deputy Sheriffs

Requested by Councilmember Pat Kearney.

Recommendation: that the City Council provide direction on the Mayor and City Councilmembers signing such letter and, if approved, direct the City Manager's office to finalize and mail the letter to Supervisor Holly J. Mitchell, as requested by Association for Los Angeles Deputy Sheriffs (ALADS).

Councilmember Pat Kearney reported on the letter supporting deputies with Los Angeles County Sheriff's and the public safety services.

A dialogue ensued between City Council and staff regarding the potential costs to the City and the current hiring freeze.

A motion by Councilmember Pat Kearney to approve and direct the City Manager's office to finalize and mail the Recruitment and Retention of Deputy Sheriff's- Support Letter Requested by Rudy Bermudez, Association for Los Angeles Deputy Sheriffs to Supervisor Holly J. Mitchell, as requested by Association for Los Angeles Deputy Sheriffs (ALADS). Mayor Pro Tem Rhonda Hofmann Gorman second the motion which carried by a vote of 5-0.

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

Councilmember Pat Kearney attended the Sheriff's Liability Trust Fund Oversight Committee and the Lawndale Easter Egg Hunt. Councilmember Pat Kearney commended staff for the event and has comments regarding future events.

Councilmember Bernadette Suarez attended the South Bay Cities Council of Governments Legislative Committee and Lawndale Easter Egg Hunt. Councilmember Bernadette Suarez requested an item to be placed on an agenda related to fences and why permits are required.

Councilmember Sirley Cuevas attended a virtual meeting with the County of Los Angeles of Public Health, a tour of West Basin Municipal Water District Reclamation Plant in the City of El Segundo, and the Lawndale Easter Egg Hunt. Councilmember Sirley Cuevas commended staff for the event and recommended a separate event time and activities for persons with disabilities. Councilmember Sirley Cuevas requested an item to be placed on an agenda related to crossing guard study.

Mayor Pro Tem Rhonda Hofmann Gorman attended Lawndale Easter Egg Hunt and mentioned she will present ideas to Community Services Director Mike Estes for the next Easter event. Mayor Pro Tem Rhonda Hofmann Gorman mentioned Caltrans homeless encampments cleaned up near the 405 freeway and commended City staff for assisting Caltrans in its efforts and would like to continue working to do more.

Mayor Robert Pullen-Miles commented regarding the homeless encampments and services needed in the City. Mayor Robert Pullen-Miles attended the Lawndale Easter Egg Hunt, Easter Celebration hosted by Restoration of Life Church, and the Memorial Service for Betty Day, founder of Watts Gang Task Force.

J. CLOSED SESSION

At 9:41 p.m. the City Council entered into Closed Session.

19. Conference with Labor Negotiator

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager, the city attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees

20. Conference with Legal Counsel – Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(1) for the matter entitled *Arcadia, et al. v. So. Cal. Edison Corp.*, Santa Barbara Superior Court Case No. 20 CV 02026

At 9:47 p.m. the City Council entered back into open session.

City Attorney Gregory M. Murphy reported that the City Council met in Closed Session to discuss the items listed on the Closed Session agenda. The City Council was updated on the item and there was no reportable action taken.

K. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 9:48 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: //



CITY OF LAWDALE

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

May 2, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager *[Signature]*

PREPARED BY: Diane Parsley, Executive Assistant *[Signature]*

SUBJECT: **South Bay Workforce Investment Board -
Appointment to Vacancy on the Lawndale Business Private Sector Seat**

BACKGROUND

In 1983, the City of Lawndale entered into a joint powers agreement with the cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, and Redondo Beach to establish an employment and training system under the federal Job Training Partnership Act. The agreement established a Business Private Industry Council consisting of representatives from (a) the private sector and (b) educational agencies, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and the public employment service.

Each member city appoints representatives to the Business Private Sector Seat on the basis of the proportion of its respective share of funds received under the act. The City of Lawndale has two (2) Business Private Sector seats with the South Bay Workforce Investment Board (SBWIB).

The most recent make up of Lawndale's two seats are as follows:

- 1.) **Roderick Edison - MAX Out, Inc.** **Term: July 1, 2020 to June 30, 2024**
The City Council approved the SBWIB recommendation of appointment on April 19, 2021 to fill a partial vacancy that would end June 30, 2024.
- 2.) **Chris Patronas - Lucky Strike Café** **Term: July 1, 2018 to June 30, 2022**
The City Council approved the SBWIB recommendation of appointment on July 16, 2020 to fill a partial term that was available on July 1, 2020 that would end June 30, 2022

The resignation of Chris Patronas on January 7, 2022 has created a vacancy. On March 21, 2022 Mayor Pullen-Miles was informed of the need to fill this seat.

The SBWIB intends to leave the vacant seat empty up to the end of the term, June 30, 2022, and plans to fill the seat with a new term that begins on July 1, 2022 for four years.

Any business organization in the City can make a recommendation to the City Council for an individual's appointment to the Business Private Sector seat or the City Council can submit their own recommendation to the SBWIB. The SBWIB states that the business representative can be someone who has a business interest inside or outside of the City they represent.

The appointee must be available to attend eight (8) meetings per year, consisting of four (4) meetings of the quarterly SBWIB Board and four (4) quarterly committee meetings. The appointee will be assigned a committee during an orientation with Jan Vogel, SBWIB Executive Director/Chief Executive Officer, once the appointment process is completed. The completion of a Fair Political Practices Commission Statement of Economic Interest – Form 700 is also required.

STAFF REVIEW

The SBWIB has informed the City of Lawndale of a vacancy that will need to be filled due to the resignation of Mr. Chris Patronas.

The SBWIB has submitted a name for consideration, and supports the nomination of Mr. Edward J. Leiva, a business investor and entrepreneur in the City of Lawndale. Mr. Leiva's background information is attached. The Business Private Sector seat will be filled for the new term of July 1, 2022 to June 30, 2026, once the approval process with the SBWIB is completed.

The City of Lawndale's support of an applicant will be forwarded to the Inglewood Chamber of Commerce (via the SBWIB) for final approval within the SBWIB jurisdiction.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council:

- a) Review the submitted information from Mr. Edward J. Leiva, as supported by the SBWIB; and choose one of the following (b) or (c) below:
- b) Re-affirm the SBWIB's nomination of Mr. Edward J. Leiva as the City of Lawndale's SBWIB representative on the Business Private Sector seat, for a new term beginning July 1, 2022 to June 30, 2026, and direct staff to provide that name to the SBWIB for the Inglewood Chamber of Commerce's final approval; or
- c) Direct staff to open up nominations for additional applications, including advertising the opening on the City's website and social media platforms; and bring the nomination applications to an upcoming City Council meeting and provide direction to staff to provide a name to the SBWIB

City Council Meeting – May 2, 2022

South Bay Workforce Investment Board Appointment to the Lawndale Business Private Sector Seat

for the Inglewood Chamber of Commerce's final approval, to fill the upcoming vacancy on the City of Lawndale's SBWIB Business Private Sector seat, filling a new term of July 1, 2022 to June 30, 2026.

Attachments:

1. Email from Jan Vogel, SBWIB, to Mayor Pullen-Miles and City Manager Sean Moore, regarding the available position
2. Business background information from Mr. Edward J. Leiva, Leiva Group LLC
3. SBWIB 2022 Board and Committee Meeting Schedules

Diane Parsley

From: Jan Vogel <jvogel@sbwib.org>
Sent: Thursday, March 24, 2022 3:40 PM
To: Sean Moore
Cc: Diane Parsley
Subject: FW: SBWIB Board Membership - Lawndale
Attachments: Edward Leiva Bio .docx

Importance: High

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

Good Afternoon City Manager Moore,

I am sending this request over to you as per Mayor Pullen-Miles. We are respectfully requesting that the City of Lawndale initiate the process to appoint Mr. Leiva or another business private sector representative to serve on the SBWIB at the City's next regularly scheduled City Council Meeting or at your earliest convenience.

Please let me know if you have any questions.

Thank you,
 Jan Vogel
 Executive Director
 South Bay Workforce Investment Board
 11539 Hawthorne Blvd, Suite 500
 Hawthorne, CA 90250
[\(310\) 970-7700](tel:(310)970-7700)
jvogel@sbwib.org
www.sbwib.org

noencrypt:

From: Jan Vogel
Sent: Monday, March 21, 2022 1:06 PM
To: 'RPMLawndale@aol.com' <RPMLawndale@aol.com>
Subject: SBWIB Board Membership - Lawndale
Importance: High

Good Afternoon Mayor Pullen Miles,

Currently, there is one Lawndale Business Private Sector vacancy on the South Bay Workforce Investment Board (SBWIB), which needs to be filled. This seat was previously held by Mr. Chris Patronas, Owner of the Lucky Star Cafe who resigned due to his inability to attend meetings. Mr. Edward Leiva, CEO/Designated Broker for Leiva Group LLC has

expressed interest in joining the SBWIB as a business private sector representative for the City of Lawndale. The term of office for this seat, will be effective July 1, 2022, and will expire on June 30, 2026.

The SBWIB supports the nomination of Mr. Leiva and respectfully requests that the City of Lawndale please initiate the process to appoint Mr. Leiva or another business private sector representative to serve on the SBWIB at the City's next regularly scheduled City Council Meeting or at your earliest convenience.

If you have any questions or require assistance, please contact me, or my assistant, Sha'Ron Berry, at (310) 970-7700.

Thank you once again for your support of the South Bay Workforce Investment Board.

Thank you,

Jan Vogel

Executive Director

South Bay Workforce Investment Board

11539 Hawthorne Blvd, Suite 500

Hawthorne, CA 90250

(310) 970-7700

jvogel@sbwib.org

www.sbwib.org

noencrypt:

NoEncrypt

Edward J. Leiva
CEO/Leiva Group LLC
CEO/ Leiva Holdings Inc
CEO/Cofounder Azucanela LLC

Edward J. Leiva is a Latin-American business investor and entrepreneur managing Azucanela LLC, Leiva Group LLC and Leiva Holdings Inc. where he serves as the chief executive officer since 2010. Edward is distinguished by his ability to identify, leverage, and develop talent and business opportunities.

Throughout his career, he has been a champion for disadvantaged youth by creating training programs and new opportunities for this sector. He has a contagious enthusiasm and passionate belief in people that inspires them to become responsible, stronger, and more valuable contributors to their organizations and communities.

His background includes managing a diversified portfolio of Residential and Commercial properties in Southern California. He has co-founded Azucanela LLC the first Churreria in the south bay with 3 locations currently and looking to expand business footprint. He holds a California and Georgia Real Estate Brokers license which he uses to manage and co-owns a full Real Estate boutique agency where they manage multiple commercial, single/multi-family homes, and HOAs around the beach areas and south bay.

Eduardo Leiva
Designated Broker BRE# [01923749](#)
Georgia Real Estate Broker #421285

www.leivagroup.com

Leiva Group LLC
DRE#[01944317](#)
Georgia Corporation #79665
[4646 Manhattan Beach Blvd., Ste. A](#)
[Lawndale, CA 90260](#)
Mobile: [310.956.5212](#)
Fax: 424.426.0901
eleiva@leivagroup.com

SOUTH BAY WORKFORCE INVESTMENT BOARD
 11539 Hawthorne Blvd., Suite 500, Hawthorne, CA 90250
 (2 blocks South of Imperial Hwy - Entrance on 116th Street)
 Office 310-970-7700 * Fax 310-970-7711

2022 Meeting Schedule

<u>Entity</u>	<u>Scheduled Dates</u>
South Bay Workforce Investment Board Wayne Spencer, Chair Meets Quarterly on the 3 rd Thursday at 9:00 a.m.	January 20, 2022 April 21, 2022 July 21, 2022 October 20, 2022
SBWIB Inc. Board/SBWIB Executive Committee Wayne Spencer, Chair Meets Monthly on Thursdays at 9:00 a.m. SBWIB, Inc. Board of Directors meeting begins at 9:00 a.m. followed by the SBWIB Executive Committee at 9:30 a.m.	January 13, 2022 February 10, 2022 March 10, 2022 April 14, 2022 May 12, 2022 June 9, 2022 July 14, 2022 August 11, 2022 September 15, 2022* October 13, 2022 November 10, 2022 December 8, 2022
Business, Technology and Economic Development Committee Mohammad Naser, Chair Meets Quarterly on the 1 st Wednesday at 9:00 a.m.	January 5, 2022 April 6, 2022 July 6, 2022 October 5, 2022
Performance and Evaluation Committee Glenn Mitchell, Chair Meets quarterly on Tuesday's at 9:00 a.m.	February 15, 2022 May 17, 2022 August 16, 2022 November 15, 2022
One Stop Policy Committee Maria Camacho, Chair Meets Quarterly on Wednesday's at 9:00 a.m.	February 16, 2022 May 18, 2022 August 17, 2022 November 16, 2022
Youth Development Council Committee Patricia Donaldson, Chair Meets Quarterly on the 1 st Tuesday at 9:00 a.m.	February 1, 2022 May 3, 2022 August 2, 2022 November 1, 2022

*=Changed due to holiday
 10/25/2021



CITY OF LAWDALE

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

DATE: May 2, 2022

TO: Honorable Mayor and City Council

FROM: Sean Moore, City Manager 

PREPARED BY: Julian Lee, Director of Public Works/City Engineer 
Alex Chou, Associate Engineer 

SUBJECT: **Award of Construction Contract to Hardy and Harper, Inc., and Construction Management Services to SA Associates for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue, Project No. 2021-02**

BACKGROUND

Redondo Beach Boulevard is a major highway that runs northeast and southwest providing access to the I-405 Freeway and connects to several major highway systems that transport the average daily traffic of 65,000 commuters to surrounding South Bay cities. Over the years, the roadway pavement on Redondo Beach Boulevard has deteriorated due to its large volume of traffic. Redondo Beach Boulevard has a Pavement Condition Index (PCI) average rating of 26 out of 100. This has caused rising maintenance expenses, growing numerous roadway repairs, and endless temporary asphalt concrete patches that have increased congestion and delays to all users of the roadway.

In October 2019, the City Council awarded the professional engineering design services to KOA Corporation, topographic survey services to Case Land Surveying, and geotechnical soil testing services to Twining, Inc. In October 2021, the City Council approved the project plans and specifications and authorized staff to solicit bids for Construction.

The project limits for Redondo Beach Boulevard is from Artesia Boulevard to Prairie Avenue. The scope of work includes the pavement rehabilitation by 7 feet edge milling of existing pavement, 4-inch of cold-in-place-recycling (CIR), 2-inch of asphalt rubber hot mix (ARHM) overlay, reconstruction of localized asphalt pavement failures, removal and reconstruction of damaged concrete sidewalk, curb and gutter, cross gutters, driveway approaches, installation of medians, installation of 4-inch future irrigation conduits, ADA curb ramps, utility cover adjustments, reconnecting existing curb drains, installation of new water meter, replacement of traffic loops, replacement of traffic signs, thermoplastic striping, pavement markings, installation of bicycle lanes, and other related appurtenances.

Furthermore, Redondo Beach Boulevard is a shared roadway between the Cities of Redondo Beach, Torrance, and Lawndale. The City of Redondo Beach shares approximately 35% of Redondo Beach Boulevard from Artesia to Hawthorne Boulevard and the City of Torrance shares approximately 11% of Redondo Beach Boulevard from Prairie Avenue to Hawthorne Boulevard, and the remaining belong to the City of Lawndale. Staff reached out to the Cities of Redondo Beach and Torrance concerning the

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project and they are willing to participate in the proposed pavement rehabilitation and share their proportion of construction costs.

STAFF REVIEW

Bids were received and opened on Tuesday, January 25, 2022, by the City Clerk's office staff in accordance with City bidding procedures. Six (6) bids were received with bid bonds, evidence of contract licensing, insurance coverage, and project references for contracts of similar size and scope. Bids received are listed in the table below:

Bidders	Bid Amount
*Sequel Contractors, Inc., Santa Fe Springs, CA	\$1,774,650.00
Hardy and Harper, Inc., Lake Forest, CA	\$2,111,000.00
Toro Enterprises, Inc., Oxnard, CA	\$2,179,628.00
All American Asphalt, Corona, CA	\$2,182,169.00
Excel Paving Company, Long Beach, CA	\$2,247,755.00
Sully-Miller Contracting Co., Brea, CA	\$2,553,000.00
<i>Engineer's Estimate</i>	<i>\$2,100,000.00</i>

* *The lowest apparent bidder withdraws bids from the project.*

On January 31, 2022, the City Clerk's office received a letter from Sequel Contractors, Inc., for the Request for Relief of Bid from the project due to substantial mathematical errors that occurred during the preparation of the actual final cost of the project.

Subsequently, the City Attorney and staff have reviewed the Request for Relief of Bid letter and recommended the City Clerk to accept the Relief of Bid letter from Sequel Contractors, Inc., in compliance with the Public Contract Code Sections 5100 through 5110, "Relief of Bidders". On February 16, 2022, the City Clerk's office approved and provided a release letter to Sequel Contractors, Inc., from the project.

Therefore, staff reviewed the bid from Hardy and Harper, Inc., from Lake Forest, California, evaluating the accuracy, cost, experience, and references. As a result of the bid analysis, staff finds Hardy and Harper, Inc., has submitted the second-lowest responsible and responsive bid for the project in the amount of \$2,111,000.00. By the Public Contract Code Sections 5100 through 5110, the public entity may award it to the second-lowest bidder.

In addition, staff sent a Request for Proposal for the Construction Management Services to ten (10) engineering firms in December 2021. On January 27, 2022, the City Clerk's office received a total of ten (10) proposals from engineering firms for construction management services. Staff examined and reviewed the submitted proposals based on several factors including technical knowledge, staff

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experiences, scope of work, qualifications, and service fee schedule. The proposal rankings are as follows:

Rank	Engineering Firm	Fee Amount
1	SA Associates	\$191,000.00
2	NV5	\$194,610.00
3	KOA Corp	\$339,900.00
4	Infrastructure Engineers	\$144,780.00
5	Interwest Consulting Group	\$231,965.00
6	S2 Engineering	\$440,118.60
7	Willdan	\$190,810.00
8	Transtech Engineers	\$235,170.00
9	FCG Consultants	\$173,900.44
10	Pacifica Services	\$414,350.00

The proposal submitted by SA Associates from Arcadia, California provided the most optimal plan with qualified technical knowledge, relevant team experiences, and in-depth understanding of the scope of work and project requirements.

LEGAL REVIEW

The City's standard construction and professional services contracts, which are included in the project specifications template, have been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

On March 21, 2022, the City Council approved the funding agreement with Los Angeles County Metropolitan Transportation Authority (Metro) including the Project Readiness Certification for the project. In April 2022, the City received a copy of the executed funding agreement from Metro.

Full funding for this project will be available from Metro's Funding Agreement No. 9200000000F9101 in Proposition C 25 Grant funds and Measure R funds. Metro will provide 65% of the construction cost with Proposition C 25 Grant funds and the City will fund the remainder of 35% local match construction cost using Proposition C Local Return fund. The City's local match will also be funded with Measure R funds from the South Bay Council of Governments (SBCOG).

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The current FY 2021-22 budget includes funding for this project. Total project cost estimate and total project available funding breakdown are as follows:

Project Cost Estimate:

Construction Bid Amount	\$2,111,000.00
Construction Contingency (20%)	\$ 422,200.00
Construction Management Services	\$ 191,000.00
Total Project Cost Estimate	\$2,724,200.00

Available Funds:

Proposition C 25 Grant funds	\$2,175,726.00
Measure R funds	\$1,039,262.00
Local Match (Prop C fund)	\$ 147,025.00
Total Project Available Funding	\$3,362,013.00

RECOMMENDATION

Staff recommends that the City Council:

1. Award the construction contract in the amount of \$2,111,000 to Hardy and Harper, Inc., for the Redondo Beach Boulevard Street Improvement Project;
2. Award construction management services in the amount of \$191,000 to SA Associates for the Redondo Beach Boulevard Street Improvement Project; and
3. Approve the construction contingency amount of \$422,200 for the project to avoid delays and facilitate timely project completion.

ATTACHMENT

1. Construction Agreement
2. Construction Management Services Agreement
3. Call for Projects Proposition C and Measure R Funding Agreement, FTIP No. LAF9101
4. Project Location Map

ATTACHMENT 1
Construction Contract Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of May, 2022 by and between the **CITY OF LAWDALE, CALIFORNIA**, hereinafter referred to as the "**City**," and **Hardy and Harper, Inc.**, hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**Redondo Beach Boulevard Street Improvement Project, Project No. 2021-02**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and plans.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: City agrees to pay and Contractor agrees to accept in full payment for this Work or Improvement the stipulated sum of **Two Million One Hundred Eleven Thousand and 00/100 Dollars (\$2,111,000.00).**

City agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

ARTICLE IV: All work to be done under this contract shall be completed within **one hundred-sixty (160) calendar days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 10 days and shall include data supporting the request.

ARTICLE V: Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the City, or the City may deduct from any payments due or to become due to Contractor, the sum of \$1000.00 per day.

Execution of this Agreement shall constitute agreement by the City and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

ARTICLE VI: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VII: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VIII: Contractor acknowledges and agrees that he and any subcontractor under him must comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (DIR) available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

ARTICLE IX: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE X: The Contractor hereby agrees that the Contractor and any subcontractor under him submit weekly to the DIR directly and provide copy to City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

ARTICLE XI: Pursuant to Labor Code Section 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations prior to performing any work under this Agreement. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE XII: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert witness fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE XIII: Contractor's services are being provided to the City as that of an independent contractor. Contractor represents and warrants that the personnel used to provide services to the

City pursuant to this Agreement are classified by Contractor as employees. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any persons Contractor used to provide services under this Agreement are employees of the City.

ARTICLE XIV: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XV: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XVI: It is to be made known that the improvement contemplated in the performance of this contract may require by the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XVII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XVIII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XIX: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE XX: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**CITY: CITY OF LAWNDALE,
CALIFORNIA**

Dated _____, 20____

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Dated _____, 20____

CONTRACTOR: _____

By:

AUTHORIZED REPRESENTATIVE

TITLE

By:

AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

ATTACHMENT 2
Construction Management Services Agreement

CITY OF LAWDALE
CONTRACT SERVICES AGREEMENT FOR
REDONDO BEACH BOULEVARD STREET IMPROVEMENT PROJECT
PROJECT NO. 2021-02

This Contract Services Agreement (“Agreement”) is made and entered into this 2nd day of May, 2022, by and between the City of Lawndale, a municipal corporation (“City”), and SA Associates (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation

must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred Ninety-one Thousand and 00/100 dollars (\$191,000.00)** ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

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

resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than **June 30, 2023**.

4.0 COORDINATION OF WORK

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

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

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

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

(d) Professional Liability or Error and Omissions Insurance. A policy of \$2,000,000.00 insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except

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

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

6.0 RECORDS AND REPORTS

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

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

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

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex,

marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:
SA Associates
a California corporation

By: _____
Name: Shahnawaz Ahmad

Title: President

By: _____
Name:

Title:

Address: 1130 W. Huntington Drive, Unit 12
Arcadia, CA 91007

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall provide the following services in connection with this project:

SCOPE OF WORK ITEMS

Our Work Approach for your project is divided into three phases as follows:

- Pre-Construction Services
- Construction Phase Services
- Post Construction Services

Pre-Construction Services:

1. Conduct a kick-off meeting with the City staff and all involved parties to discuss the scope of the project.
2. Perform a constructability review of the plans and specifications to ensure the feasibility and constructability of proposed improvements.
3. Perform a thorough review of the final bid documents prior to start of construction. Verify quantities provided in the bidding documents. Provide results to the City and make recommendations on any identified ambiguities or omissions.
4. Determine requirements, and identify any necessary permits from City, various utility companies, State, and Federal agencies as required to construct and operate the improvements.
5. Assist the City in preparing a list of affected utilities. Prior to commencement of construction, assist the City in preparing a notice to utilities identifying the impact of the project on their utilities and for any relocation required.
6. Review the project plans and conduct a job walk to verify the site conditions. Determine the construction requirements, constraints, sequence of operations, methods of traffic control, and related project activities/events. Determine any interference with current or future projects and make recommendations for construction staging and phasing.
7. Take photos and video of the existing site conditions.
8. Attend the pre-bid conference and the job walk meeting. Assist the City in responding to bidders questions.
9. Public Relations. Public relations is an important aspect of any construction project involving impact to the public either with traffic or access to residences and businesses. We will attend community meetings, if necessary, as well as conduct door-to-door

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briefings with residences and business owners to explain the project, the timing, and how impacts to the individuals can be resolved. This effort is particularly important with businesses where lack of access will cost them money and business. We will provide the impacted public and businesses our cell phone numbers to call 24/7.

Construction Phase Services:

1. Attend the Pre-Construction Conference.
2. Conduct progress meetings with the General Contractor, the City Project Manager, and other involved parties to discuss the progress of the project. Follow up on the issues raised at these meetings to expedite resolution and closure to issues.
3. Establish and implement coordination, tracking, and communication procedures among City, Construction Inspector, Designer, and Contractor.
4. Establish and implement procedures for reviewing and processing requests for clarification and interpretation of the contract documents, shop drawings, samples and other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications, and the maintenance of field logs. Assist City in notifying the public prior to performing construction work that will impact them.
5. Provide field observation during construction. We will conduct detailed site observations of the general progress of the work to determine if the work is proceeding in accordance with the contract documents.
6. The Construction Inspector will:
 - Attend all meetings, ensure compliance with the contract documents
 - Coordinate and schedule sampling and testing of construction materials, soil, AC compaction etc.
 - Retain materials delivery tickets prior to placement of material
 - Record up-to-date construction information to use in preparation of the record drawings
 - Prepare daily reports
 - Report to City any violations to any applicable regulations
 - Maintain a copy of the contract documents and construction-related documents at the site
 - Coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City
7. Prepare construction inspection reports. The on-site observer will complete a daily report of events that occur at the jobsite. SA Associates will implement a format for these reports which will include the following:
 - Contractor's working hours on the jobsite. A separate log will be maintained if the contractor works two shifts or nights.

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- Contractor and subcontractor personnel and equipment on the jobsite.
 - Weather conditions and observations as to the effect on the progress of the work.
 - Decisions or directions given to the contractor. Items of this nature would be those of usual work progress with directions to be included in a more formal manner.
 - Daily utilization of the contractor and subcontractor equipment on the site, but obviously idle or in temporary storage will be so noted on the report.
 - Observations connected with the progress of the work including deficiencies or violations of contract requirements by the contractor.
 - Materials delivered to the job site, together with indication as to results of inspection thereof.
 - Observed or potential delays and apparent causes. The contractor's reaction to these delays will be noted.
 - Data relative to claims, extras or deduction. This should include those noted and agreed, as well as potential claims or items of disagreement.
 - Lists of visitors, including testing laboratory representatives or others.
8. Review the contract documents and verify that all the required permits have been obtained for the construction of the project.
 9. Review shop drawings submitted by the contractor for compliance with the project requirements.
 10. Administer, Review and Track Requests for Information (RFI's), Requests for Clarifications (RFC's), and Shop Drawings.

SA Associates will establish and implement a Request for Information (RFI) procedure for use in providing resolutions to inquiries from the contractor regarding interpretations and clarifications of the plans and specifications.

The Inspector will review contract documents and interpret the drawings as necessary to answer the questions raised by the contractor. The Inspector will determine if resolution can be developed by application of the plans, typical details, the specifications, and applicable codes and standards. If the resolution cannot be determined from these or similar documents, the Inspector will consult with the design engineer and ask for the design engineer's interpretation. If the design engineer is authorized to develop additional design details necessary to resolve a problem, SA Associates will coordinate through the engineer, the development of a revised design so that it is compatible with field conditions or status of the work, with the goal of minimizing or mitigating the impact on the contractor's work.

11. Contract Change Orders (CCO's) may be requested by the City, the contractor, the Construction Inspector, or the design engineer. Upon receipt of a proposed change, the Construction Inspector will determine the necessity of the change, check for propriety, consider other methods of accomplishing the work, method of compensation, effect on

contract time, estimate of cost, the contractor's reaction to the proposed change, and the probability of final approval.

If the Construction Inspector determines that a proposed change is warranted, a proposed change order file will be established. Documents, prepared by the Construction Inspector describing the work, will be transmitted to the contractor for pricing. Concurrently, independent estimate of cost and time impact will be prepared by the City and Construction Inspector. Upon receipt of the contractor's quotation, the Construction Inspector will review and compare it to the independent estimate. Based on the review, the Construction Inspector will either recommend approval to the City, or recommend rejection. If negotiation is authorized, the Construction Inspector will conduct the negotiations with the Contractor.

For work where a unit cost is not determined prior to performing the work, the Inspector will collect time and material sheets at the end of each day.

All documentation regarding change orders will be maintained, including dates of notification by Contractor, interim steps, recommendation by Inspector, and final decision.

12. SA Associates will assist the City to reach an agreement with the Contractor regarding disputes.
13. Review the Contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.
14. If required, SA Associates will review and maintain the Contractor's Certified Payrolls.
16. Labor Compliance:
 - Perform field interviews with the contractor's work force on the payment of prevailing wages and fringe benefits
 - Conduct labor compliance interviews of Contractor's and Subcontractor's employees. Provide and ensure proper posting of the appropriate Federal And State Wage Determinations and labor compliance posters on the project site.
 - Obtain copies of the certified payrolls and fringe benefit statements from the Contractor on a weekly basis.
 - Review the payroll records, interview forms, daily logs, and compare for accuracy.
17. Prepare weekly statement of working days.
18. Provide videotape and photographic documentation of project site prior to, during, and after construction. Ensure that any survey markers disturbed by the Contractor are restored by the Contractor.
19. Maintain a set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications, and changes.

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20. Coordinate any certified technical inspections, field testing, or laboratory testing required for the project. Ensure that Contractor has notified utilities affected by the project.
21. Review and monitor the contractor's safety program. The inspector will enforce on-site safety requirements and will report to City on any observed deviations from the plan.
22. Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation, and traffic control plans. Inspector will enforce traffic control safety requirements in and around construction zones.
23. Review the Contractor's "Best Management Practices" plan prior to beginning of construction. Monitor the Contractor's implementation to prevent storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
24. Review of Storm Water Pollution Prevention Plans (SWPPP) as required by the City.
25. At the completion of the project, coordinate inspection of the work to determine if any work is incomplete. Prepare a punch list of the incomplete work and provide to the Contractor and City. Coordinate subsequent inspections to confirm that incomplete work has been completed satisfactorily.
26. The Construction Inspector will maintain a copy of the plans on the site with all the changes. Upon completion of construction, SA Associates will conduct an As-Built verification, and prepare and provide a copy of the As-Built plans to the City.
27. Assist City in maintaining a good relationship with the public. Construction Inspector will immediately report to the City any inconvenience to the public and will try to remedy arising problems as soon as possible, subsequent to discussion with the City.
28. Testing Services
 - Provide field monitoring, testing and inspection for the street pavement work.
 - Perform laboratory tests on subgrade, base and asphalt materials.
 - Prepare and submit daily inspection reports
 - Provide geotechnical and materials inspection and testing and perform continuous and periodic inspections.

Post Construction Services:

1. Contract closeout services will include the administration of the transfer of the project to the City, coordination of warranty activities, and demobilization of the Contractor and CM Staff.
2. At the completion of the project, coordinate inspection of the work to determine if any work is incomplete. Prepare a punch list of the incomplete work and provide to the

SA ASSOCIATES

Contractor and City. Coordinate subsequent inspections to confirm that incomplete work has been completed satisfactorily.

3. Obtain lien waivers, bonds, warranties, and other documents required by the Contract Documents from the Contractor.
4. Prepare a final certificate of substantial completion and recommendation to the City for final acceptance of the project.
5. At the completion of the project, turn over all documents including final redline as-built drawings. Coordinate the completion of final as-built drawings. A final project report will be prepared summarizing the project and performance of the contractor.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

City of Lawndale Construction Management Services for Redondo Beach Boulevard Street Improvement Project Project No. 2021-02		Project Schedule	
Task Name	Duration	Start	End
1 Construction Management & Inspection Services	180 days	Mon 10/20/21	Mon 10/20/22
2 Pre-Construction Services	10 days	Mon 10/20/21	Mon 10/20/21
3 Mobilization	1 day	Mon 10/20/21	Mon 10/20/21
4 Constructability Review	4 days	Tue 10/26/21	Tue 10/26/21
5 Review Bid Documents & Permit Information	4 days	Tue 10/26/21	Tue 10/26/21
6 Review Traffic Control Plans	1 wk	Mon 10/26/21	Mon 10/26/21
7 Determine Permit/Outside Agency Requirements	2 days	Mon 10/26/21	Mon 10/26/21
8 Review Pre-Construction Submittals	1 wk	Mon 10/26/21	Mon 10/26/21
9 Coordinate Soil Sampling & Compaction Testing	4 days	Tue 10/26/21	Tue 10/26/21
10 Utilities Investigation	1 day	Mon 10/26/21	Mon 10/26/21
11 Job-Watch/Verify Site Conditions (Photos/Video)	116 days	Mon 10/26/21	Mon 10/26/22
12 Construction Phase Services	181 days	Mon 10/26/21	Mon 10/26/22
13 Progress Meetings	23 wks	Tue 10/26/21	Tue 10/26/21
14 Construction Administration	23 wks	Tue 10/26/21	Tue 10/26/21
15 Construction & Communications Procedures	23 wks	Tue 10/26/21	Tue 10/26/21
16 Ensure Coordination with Utility Companies & Affiliated Agencies	23 wks	Tue 10/26/21	Tue 10/26/21
17 Record Management & Document Control	23 wks	Tue 10/26/21	Tue 10/26/21
18 Field Observation	23 wks	Tue 10/26/21	Tue 10/26/21
19 Construction Inspection Reports	23 wks	Tue 10/26/21	Tue 10/26/21
20 Review Contractor Documents	23 wks	Tue 10/26/21	Tue 10/26/21
21 Administer, Review & Issue RFIs/Change Orders	23 wks	Tue 10/26/21	Tue 10/26/21
22 Review Contractor's Schedule of Construction - Critical Path	23 wks	Tue 10/26/21	Tue 10/26/21
23 Administer Change Orders (C/O's)	23 wks	Tue 10/26/21	Tue 10/26/21
24 Labor Compliance	23 wks	Tue 10/26/21	Tue 10/26/21
25 Provide Weekly Statement of Work/Log Entry	23 wks	Tue 10/26/21	Tue 10/26/21
26 Ensure Protection and Photographic Documentation	23 wks	Tue 10/26/21	Tue 10/26/21
27 Review Contractor's Inspection	23 wks	Tue 10/26/21	Tue 10/26/21
28 Coordinate Training/Inspection	23 wks	Tue 10/26/21	Tue 10/26/21
29 Review/Verify Traffic Control Public Safety Plans	23 wks	Tue 10/26/21	Tue 10/26/21
30 Review Contractor's BMP/Storm Water/MPDES Compliance	23 wks	Tue 10/26/21	Tue 10/26/21
31 Review SLOPPs	23 wks	Tue 10/26/21	Tue 10/26/21
32 As-Built Verification	23 wks	Tue 10/26/21	Tue 10/26/21
33 Assist City with Public Relations	23 wks	Tue 10/26/21	Tue 10/26/21
34 Post Construction Services	15 days	Tue 10/26/21	Tue 10/26/21
35 Prepare As-Built Plans	2 wks	Tue 10/26/21	Tue 10/26/21
36 Perform Final Inspections of Work/Prepare Punchlist	1 wk	Tue 10/26/21	Tue 10/26/21
37 Obtain Lien Waivers, Bonds, Warranties, etc.	1 wk	Tue 10/26/21	Tue 10/26/21
38 Prepare Final Certificate of Substantial Completion	1 wk	Tue 10/26/21	Tue 10/26/21
39 Transfer Final Documents to City	1 wk	Tue 10/26/21	Tue 10/26/21

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

CONSTRUCTION MANAGEMENT SERVICES FOR
REDONDO BEACH BOULEVARD STREET IMPROVEMENT PROJECT
Project No. 2021-02

FEE PROPOSAL

Task	Total	
	Hours	\$
A. Pre-Construction Engineering Services	58	9,000
B. Construction Management/Inspection Services	1,152	152,000
C. On-Call Materials Testing & Geotechnical Services	8	30,000
TOTAL	1,218	191,000

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Construction Manager	\$ 160.00
Quality Assurance/Quality Control	\$ 225.00
Engineer	\$ 160.00
Designer/Technician	\$ 102.00
Construction Inspector	\$ 128.00
Secretary	\$ 95.00

Reimbursable In-House Costs

Photo Copies	\$ 0.15/each
Blueprints	\$ 0.50/S.F.
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	\$ 0.62/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

Note: Rates effective to December 31, 2022

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ATTACHMENT 3

Call for Projects Proposition C and Measure R
Funding Agreement
FTIP No. LAF910

9200000000F9101
CALL FOR PROJECTS PROPOSITION C AND MEASURE R
FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into effective as of July 1, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lawndale ("GRANTEE") for the Redondo Beach Boulevard Improvements Project, LACMTA Call for Projects ID# F9101, Measure R Project ID# MR312.49, and FTIP# LAF9101 (the "Project").

WHEREAS, as part of the 2015 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2015, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement; and

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009; and

WHEREAS, the LACMTA Board, at its January 22, 2015 meeting, programmed \$1,600,000, in Measure R Funds to GRANTEE for Construction, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the LACMTA Board, at its April 27, 2017 meeting, reduced the programmed Measure R Funds from \$1,600,000 to \$1,039,262 and reprogrammed the Measure R Funds as follows: \$272,954 in Fiscal Year (FY) 2016-17 and \$766,308 in FY 2017-18, to align with the Call for Projects Proposition C 25% Programmed Years; and

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, approved scope changes to eliminate freeway ramp improvements, traffic signals at the Hawthorne Boulevard, I-405 Southbound Off-Ramp, and Prairie Avenue intersections, and add new signal at I-405 Northbound On-Ramp. The revised scope of work reduced the Call for Projects Proposition C 25% funds from \$3,362,792 to \$2,175,726; and

WHEREAS, the LACMTA Board on July 22, 2021, approved the reprogramming of the Call for Projects Proposition C 25% Funds to FY 2021-22; and

WHEREAS, the Call for Projects Funds for the Project are currently programmed as follows: \$2,175,726 in Proposition C 25% funds in FY 2021-22. The Measure R Funds are currently programmed as follows: \$272,954 in Fiscal Year (FY) 2016-17 and \$766,308 in FY 2017-18. The total designated for Construction of the Project is \$3,214,988; and

WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend Measure R Funds lapsing date to meet Construction time frame.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Reporting and Expenditure Guidelines
8. Attachment D-1 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Attachment G – Project Readiness Certification
12. Attachment H – Sustainable Design Elements Requirements Special Grant Conditions (2015 and beyond Call for Projects only)
13. Attachment I – Special Grant Conditions
14. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

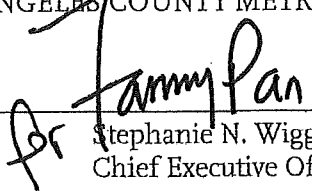
FTIP#: LAF9101

CFP# F9101/MR# MR312.49
Funding Agreement# 9200000000F9101

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

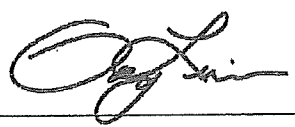
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 3/31/2022
for Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

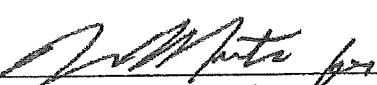
By:  Date: 3/8/2022
Deputy

GRANTEE:

CITY OF LAWNSDALE

By:  Date: 3-28-22
Robert Pullen-Miles
Mayor

APPROVED AS TO FORM:

By:  Date: 3/21/22
Gregory M. Murphy
City Attorney

ATTEST:

By:  Date: 3/30/22
Erica Harbison
City Clerk

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Redondo Beach Boulevard Improvements Project. LACMTA Call for Projects ID# F9101, Measure R Project ID# MR312.49, FTIP #LAF9101.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Proposition C 25% funds and Measure R funds. The Proposition C 25% and the Measure R funds together are referred to as "the Funds".
 - 2.2 To the extent the Proposition C 25% funds are available, LACMTA shall make to GRANTEE a grant of the Proposition C 25% funds for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 24, 2015, granted the Funds to GRANTEE for the Project. LACMTA Board of Directors' action of July 22, 2021 approved reduction of scope of work which reduced the Proposition C 25% to \$2,175,726 and reprogrammed the funds. The Funds are programmed over one-year, FY 2021-22.
 - 2.3 To the extent the Measure R funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of January 22, 2015, granted the Measure R Funds for the Project. LACMTA Board of Directors' actions of April 27, 2017 and July 22, 2021 reduced the Measure R Funds to \$1,039,262. The Funds are programmed over two years, FY 2016-17 and FY 2017-18.
3. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
4. Attachment B-1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Construction & Engineering in writing. If the LACMTA's Senior Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Senior Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.

5. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment C. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

6. This grant shall be paid on a reimbursement basis. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment D). GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report, the form which is attached as Attachment D-1. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.

7. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

8. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment H. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment H.

9. An executed "Project Readiness Certification" is attached as Attachment G, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

10. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, (iv) the Expenditure Plan, (v) the lapse date of the Funds or (vi) Special Grant Conditions, shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.

11. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: MATT ABBOTT
LACMTA PROJECT MANAGER
MAIL STOP 99-22-7
PHONE (213) 922-3071
Email: abbottm@metro.net

GRANTEE's Address:

ALEX CHOU
CITY OF LAWNSDALE
14717 BURIN AVE
LAWNSDALE, CA 902603
PHONE (310) 973-3260
Email: achou@lawnsdalecity.org

12. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds') to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment F to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the

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Funding Agreement# 9200000000F9101

grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment D) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. INVOICE BY GRANTEE:

3. Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 4.1 of this Agreement, , shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Call for Projects ID# F9101, Measure R Project ID# MR312.49, and
FA # 9200000000F9101
Matt Abbott; Mail Stop 99-22-7

3. USE OF FUNDS:

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Measure R Ordinance and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment C). To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment I-1, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking

policy, see

http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf.

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was initially approved. The Project right-of-way and the Project facilities constructed or reconstructed on the Project site, and/or Project real property purchased to implement the Project, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used for the use as originally stated in the Scope of Work or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment D-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

5. **AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment D) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures Report shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

5.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Measure R Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Measure R Ordinance.

5.9 GRANTEE shall certify quarterly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.11 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant of Proposition C and Measure R funds subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

7.5 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.6 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
 - a. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) expending the Proposition C 25% Funds granted under this Agreement for allowable costs by June 30, 2024 (lapse date), within 36 months from July 1 of the FY 2021-22, final Fiscal Year in which funds are programmed.
- (v) expending the Measure R Funds granted under this Agreement for allowable costs by June 30, 2024 (lapse date).

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. **COMMUNICATIONS:**

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury,

death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A PROJECT FUNDING
CALL FOR PROJECTS PROPOSITION C AND MEASURE R

Project Title:

PROGRAMMED FUNDS

PROGRAMMED FUNDS	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Budget
Prop C 25%							
PAED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PS&E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RW Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Const. Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Programmed Prop C 25%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Measure R							
PAED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PS&E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RW Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Const. Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$272,954.00	\$766,308.00	\$ -	\$ -	\$ -	\$ -	1,039,262.00
Total Programmed Measure R	\$272,954.00	\$766,308.00	\$ -	\$ -	\$ -	\$ -	1,039,262.00
Local Match (Local Prop C)							
PAED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PS&E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RW Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Const. Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Programmed Local Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funds Programmed	\$272,954.00	\$766,308.00	\$ -	\$ -	\$ -	\$2,322,751.00	\$3,362,013.00

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

CALL FOR PROJECTS PROPOSITION C AND MEASURE R Program - Funding Agreement Projects - 9200000000F9101
Project Title: REDONDO BEACH BLVD. IMPROVEMENTS Project#:CFP # F9101 and MR # MR312.49
PROGRAMMED SOURCES OF FUNDS

[illegible]

CALL FOR PROJECTS PROPOSITION C AND MEASURE R Program - Funding Agreement Projects - 9200000000F9101
Project Title: REDONDO BEACH BLVD. IMPROVEMENTS Project#: CFP # F9101 and MR # MR312.49
PROGRAMMED SOURCES OF FUNDS

[illegible]

FTIP #: LAF9101
Subregion ID: 312

Project#: CFP# F9101/MR#312.49
Funding Agreement#: 9200000000F9101

**CALL FOR PROJECTS PROPOSITION C AND MEASURE R PROGRAM - FUNDING
Agreement
ATTACHMENT C
SCOPE OF WORK**

PROJECT TITLE: REDONDO BEACH BOULEVARD IMPROVEMENTS

PROJECT LOCATION:

This Project is on Redondo Beach Boulevard in the City of Lawndale

PROJECT LIMITS:

Redondo Beach Boulevard from north of Artesia Boulevard to east of Prairie Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The Project includes operational, aesthetic, multi-modal, and pavement improvements to Redondo Beach Boulevard from Artesia Blvd, north-east to Prairie Avenue.

Specific project components include the following:

- Addition of Class-II bike lanes and Class III bike routes throughout the project limits;
- Pavement improvements throughout the project limits, not to exceed 19% of total project cost;
- Construction of landscaped raised median islands for future drought tolerant landscaping;
- ADA improvements including sidewalk and curb ramp construction; and
- Traffic striping and pavement markings, and new traffic signs.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	000,000
PS and E	000,000
R/W Support	000,000
R/W Capital	000,000
Construction Support	400,000
Construction Capital	<u>2,962,013</u>
Total Budget	\$ 3,362,013

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.

FTIP #: LAF9101
Subregion ID: 312

Project#: CFP# F9101/MR#312.49
Funding Agreement#: 9200000000F9101

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)		
Develop Solicitation Package	October 2021	December 2021
Solicitation Response	December 2021	January 2022
Evaluations		
Selection		
Board Approval Process	January 2022	February 2022
Contract Award	February 2022	March 2022
Fully Executed Contract		
Excavation		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
Environmental		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
Concrete		
Form Work		
Rebar Placement		
Pole Placement		
Traffic Control		
TMP		
Structural		
False Work		
Iron Placement		
Pole Placement		
Utilities		
DWP		
SCE		
LADOT		
Materials		
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
Electrical		
Power U/G Communication		
A/G Testing/Acceptance		

FTIP #: LAF9101
Subregion ID: 312

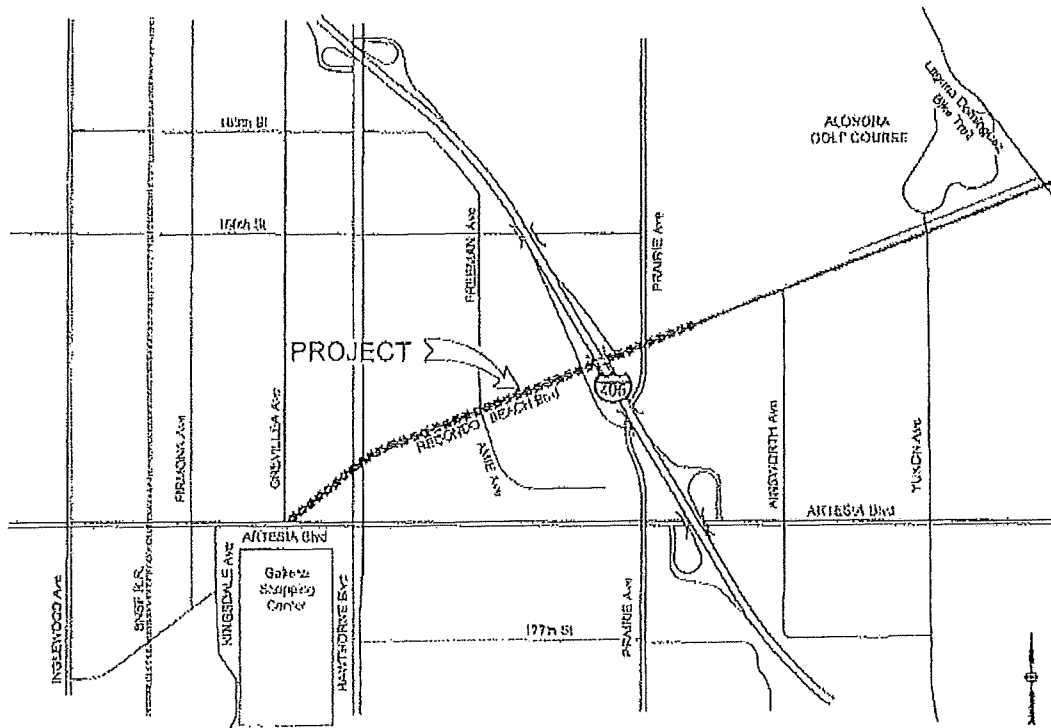
Project#: CFP# F9101/MR#312.49
Funding Agreement#: 9200000000F9101

	START DATE	COMPLETION DATE
Landscape		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction/close out project	N/A	
Change Orders		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

FTIP #: LAF9101
Subregion ID: 312

Project#: CFP# F9101/MR#312.49
Funding Agreement#: 9200000000F9101

ATTACHMENT C -Location Map(s)



Vicinity Map
REDONDO BEACH Blvd
from Artesia Blvd to Prairie Ave
NTS

FA ATTACHMENT D

REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D-1) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her/her designee.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

**LACMTA FA CFP & [EME/MR/MM-MSP]
ATTACHMENT D-1
QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	92XXXXXXXXXXXXXX
Quarterly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296 after the close
of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
of documentation may not be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment C) for further information.

*Updates required

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA CFP Grant \$	LACMTA EME/MR/MM- MSP Grant \$	Other - City Match, etc.	Total \$
Project ID #	FXXXX	MRXXXX, or MXXXX.X		
Project Quarter Expenditure				
This Quarter Expenditure	\$ -	\$ -	\$ -	\$ -
Retention Amount (5% or 10% p				\$ -
Net Invoice Amount (Less Retention)	\$ -	\$ -	\$ -	\$ -
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)	\$ -	\$ -	\$ -	\$ -
Total Project Budget				\$ -
% of Project Budget Expended to Date	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Balance Remaining	\$ -	\$ -	\$ -	\$ -

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2019-2020 ☐ 2020-2021 ☐ 2021-2022
☐ 2022-2023 ☐ 2023-2024

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA Project Mgr.	Name:	
	Phone Number:	
	e-mail:	
Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and recalculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule
 ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
 ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO CFP GRANT	\$ CHARGED TO EMC, MR OR MM-MSP	\$ CHARGED TO OTHER FUNDS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
TOTAL		\$ -	\$ -	\$ -	\$ -

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

 Signature

 Date

 Name

 Title

Los Angeles Metropolitan Transportation Authority
2021 Federal Transportation Improvement Program (\$000)

TIP ID LAF9101

Implementing Agency Lawndale, City of

Project Description: Project includes design features to accommodate the future widening of I-405 off-ramps (pending details when Caltrans will perform this), re-striping, traffic signal upgrades at five locations, turn pockets where geometrically possible, 0.7 Miles of class II bike lanes, concrete bus pads, pavement upgrade, addition of landscaped median islands, and concrete repairs for ADA compliance. Minimal right-of-way will be required for installing additional turn pockets.

SCAG RTP Project #: 1AL04
 Study: N/A Is Model: YES Model #: F9101
 PM: Miguel Alvarez - (310) 973-3265
 Email: MAlvarez@lawndalecity.org
 LS: N LS GROUP#:
 Conformity Category:
 NON-REPORTABLE TCM

System :Local Hwy Route : Postmile: Distance: Phase: Bid/Advertise Phase Completion Date 02/01/2023

Lane # Extd: 4 Lane # Prop: 4 Imprv Desc: Intersections at Prairie Av, SB off-ramp, NB on-ramp, and Hawthorne Blvd lane additions/modifications and signal timing modifications. At Hawthorne Blvd, WB and second NB left turn added. No for medians. Nov 2021 eg loc.
 Toll Rate: 0.00 Toll Colc Loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: South Bay Cities COG
 CTIPS ID: EA #: PPNO:

Program Code: ITS02 - SIGNAL SYNCHRONIZATION Stop Loc:

	PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL
AGENCY - Agency	PE		\$0							\$0
	RW		\$0							\$0
	CON		\$1,187							\$1,187
	SUBTOTAL		\$1,187							\$1,187
PC25 - Los Angeles County Proposition "C25"	PE		\$0							\$0
	RW		\$0							\$0
	CON		\$2,176							\$2,176
	SUBTOTAL		\$2,176							\$2,176
	TOTAL		\$3,363							\$3,363
TOTAL PE: \$0			TOTAL RW: \$0		TOTAL CON: \$3,363			TOTAL PROGRAMMED: \$3,363		

- General Comment: The total projects cost has changed.
- Modeling Comment: The total projects cost has changed.
- TCM Comment: The total projects cost has changed.
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised Amendment 21-18 - In Progress

Change reason: MINOR CHANGE

Total Project Cost **\$3,363**

#

ATTACHMENT F BOND REQUIREMENTS

#

The provisions of this Attachment I apply only if and to the extent some or all of the Measure R funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Measure R funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Measure R funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Measure R funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment I and notify LACMTA of such designations.



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

FTIP No. LAF9101

FA Attachment G PROJECT READINESS CERTIFICATION

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the Redondo Beach Boulevard Improvements (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE or has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Public Works Director for the City of Lawndale, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.


Signature

03/31/2022

Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption
03/21/2022

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Call Grant Amount	Measure R Amount	Local Match Amount	Total Project Cost
\$ 2,175,726	\$1,039,262	\$ 147,025	\$ 3,362,013

- 3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Julian Lee	Director of Public Works	100%

- 4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2024

- 5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approval
03/21/2022

(Submit Governing Authority Clerk stamped agenda/minutes)

ATTACHMENT H
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:

- a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.

- b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:

1. A list of the sustainable design elements which will be included in the Project.
2. A summary description of mitigation measures committed through project environmental review.
3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

FTIP# LAF9101

CFP# F9101/ MR# MR312.49
FA# 9200000000F9101

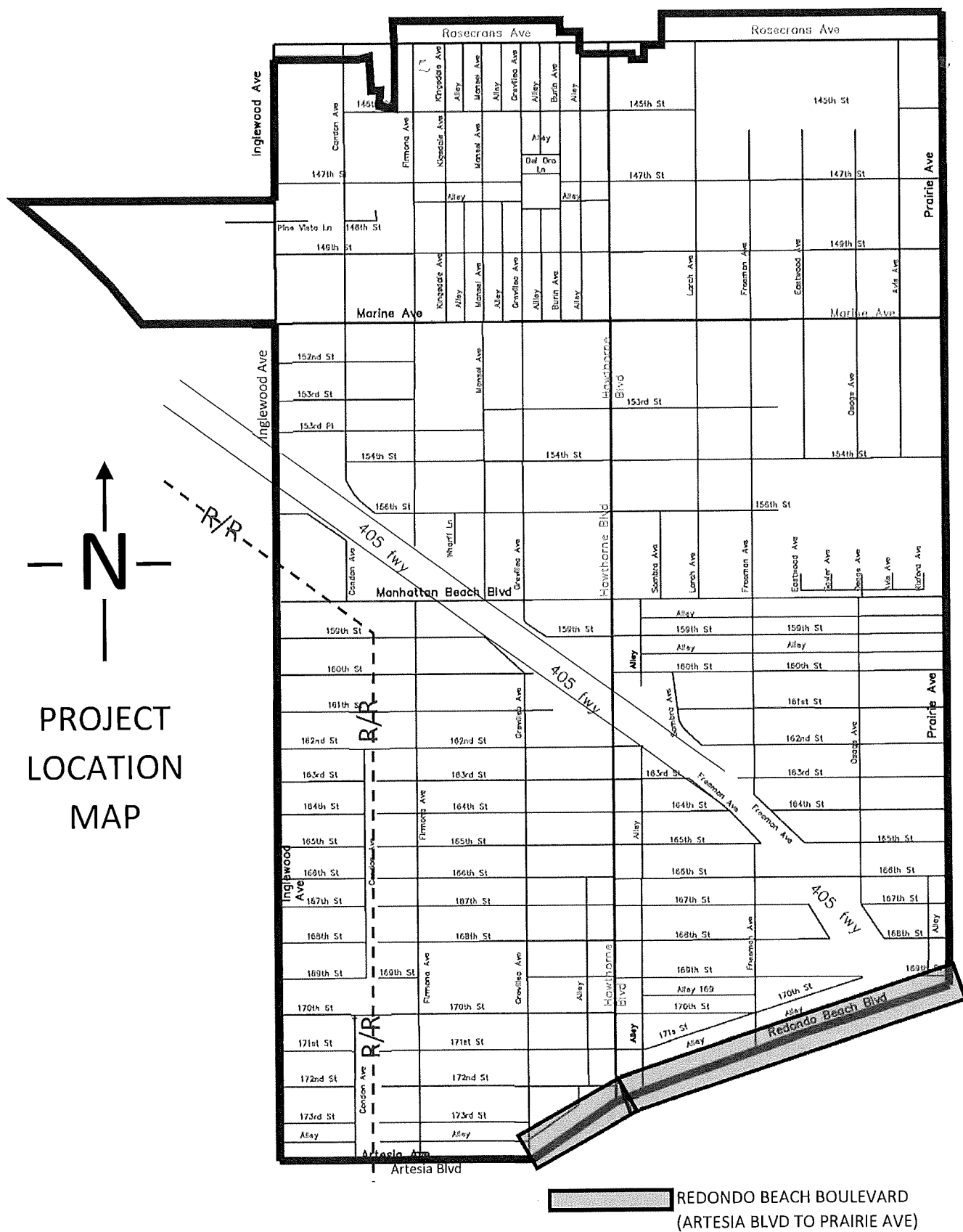
3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.
4. LACMTA's Sustainability Policy Manager Contact Information:
Paul Backstrom
BackstromP@metro.net
(213) 922-2183

ATTACHMENT I
SPECIAL GRANT CONDITIONS

The 2015 COUNTYWIDE CALL FOR PROJECTS Board Report No. 23 dated September 16, 2015 included various projects specific condition imposed by the LACMTA.

- Bicycle and Pedestrian Counts – GRANTEE must collect before- and after- bicycle and pedestrian counts (when applicable and as directed by the Metro Project Manager) on a mid-week day and weekend, excluding winter months. The “after” counts should not be taken until six (6) months after the completion of the project. GRANTEE shall submit bicycle and pedestrian count data and upload the data to the SCAG/Metro Bike County Data Clearinghouse (<http://www.bikecounts.luskin.ucla.edu/>). The methodology for conducting counts is described in “conducting Bicycle and Pedestrian Counts”, a manual jointly produced by the Southern California Association of Governments (SCAG) and Metro. The manual is available at http://www.metro.net/projects/call_projects/.
- GRANTEE is required to coordinate and seek input with Metro Planning and Operations and other municipal operators for any potential effect to transit service as necessary.
- Class I (off-street bike path), Class IV (cycle-tracks), and Class II buffered/protected bicycle lanes and enhanced bicycle boulevards (with physical traffic calming elements on parallel low-volume streets) may be substituted for bike improvements originally included in the scope, and must be pre-approved by the Metro Project Manager. Class III (routes) bicycle facilities without physical traffic calming devices are not eligible for funding.
- If the City chooses to contract with a vendor other than Metro's Bikeshare vendor, they will not be eligible for Operations and Maintenance support unless they agree to the interoperability objectives (including fully participating in a title sponsorship program) outlined in the July 2015 Board Meeting.

ATTACHMENT 4
Project Location Map

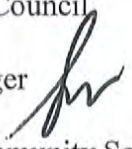




CITY OF LAWNDALE

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

May 2, 2022

TO: Honorable Mayor and City Council
FROM: Sean M. Moore, City Manager 
PREPARED BY: Mike Estes, Director of Community Services 
SUBJECT: School Crossing Guard Program, Review of Pedestrian Crossing Statistics

BACKGROUND

At the August 16, 2021, City Council meeting, the two-year agreement for school crossing guard services with All City Management Services, Inc. (ACMS) was considered by the City Council. During the discussions, the City Council desired to implement a “flexible” scheduling system.

STAFF REVIEW

Per the City Council’s direction on August 16, 2021, the flexible scheduling system was included in the existing agreement allowing the City of Lawndale to reduce the number of crossing locations from the existing ten (10) crosswalk locations to no fewer than seven (7).

Student and Pedestrian Count Methodology:

During the discussions, Community Services Department staff suggested the City take advantage of the pedestrian count service offered by ACMS to their clients free of charge. In addition, City staff suggested that a two-month survey period would provide adequate statistical data at each of the ten (10) crosswalk locations to make sound decisions regarding the school crossing guard program.

Informal Student and Pedestrian Count Survey:

It is important to understand that the pedestrian count service offered by ACMS is an informal process and cannot be considered a formal study. Because the pedestrian counts are completed by each crossing guard supervising his/her respective location and not by someone specifically dedicated to that particular job, the counts are likely not 100% accurate.

In addition, please note that the crossing guard attendants record all pedestrian crossings to include students, parents and others who may cross at one of the ten (10) supervised crossing locations.

Survey Study Period:

ACMS began recording pedestrian crossings the first day of school on Wednesday, August 25, 2021. The pedestrian count process continued for approximately two months (43 school days) and concluded on Friday, October 22, 2021, for both AM and PM shifts.

The table below is a summary of student and pedestrian counts for each of the ten (10) crosswalk locations being serviced by ACMS. Each crossing location is ranked in inverse order for the two-month period, or 43 total school days:

Abbreviated Pedestrian Count Table

Rank (L to H)	Crosswalk Location	Total AM Crossings	Total PM Crossings	Total Crossings	Daily Average
10	Manhattan Beach Blvd/Prairie Ave.	73	82	155	3.6
9	Freeman Ave/Marine Ave.	96	72	168	3.9
8	W.169 th St/Hawthorne Blvd.	96	87	183	4.3
7	Freeman Ave/Manhattan Beach Blvd.	93	103	196	4.6
6	Firmona Ave/Manhattan Beach Blvd.	114	135	249	5.8
5	Marine Ave/Osage Ave.	119	150	269	6.3
4	W. 147 th St/Hawthorne Blvd.	129	168	297	6.9
3	Firmona Ave/Marine Ave.	278	238	516	12
2	W. 154 th St/Osage Ave.	492	531	1,023	23.8
1	W.154 th St/Prairie Ave.	600	610	1,210	28.1
Totals	N/A	2,090	2,176	4,266	99.2

Crosswalks with the Fewest Pedestrian Crossings:

Per the pedestrian counts provided by ACMS, the four crosswalk locations with the fewest number of crossings are: 10) Manhattan Beach Blvd and Prairie Avenue, a controlled intersection with an average 3.6 individuals crossing per day; 9) Freeman and Marine avenues, a controlled intersection with an average 3.9 individuals crossing per day; 8) W. 169th Street and Hawthorne Blvd., an uncontrolled intersection with an average 4.3 individuals crossing per day; and 7) Manhattan Beach Blvd. and Freeman Avenue, a controlled intersection with an average of 4.6 individuals crossing per day.

Staff has concerns about the potential elimination of the crossing location at W. 169th. Street and Hawthorne Blvd. due to the fact that this location is a non-controlled intersection.

Summary:

Of the four crosswalks mentioned above with the fewest number of pedestrian crossings, three of them are two-way controlled intersections: Manhattan Beach Blvd/Prairie Avenue, Marine Avenue/Freeman Avenue and Manhattan Beach Blvd/Freeman Avenue. A fourth crossing location, W. 169th Street and Hawthorne Blvd., is a two-way, non-controlled intersection which crosses a State Highway (SR 107), or more commonly known as Hawthorne Boulevard.

If there are financial considerations, the City has the contractual authority to reduce the number of crosswalks to no fewer than seven (7) locations, or any locations fewer than the existing ten (10). Regardless of the City Council's decision, as it pertains to the number of crossing locations being supervised, the existing agreement will not need to be amended due to the flexible scheduling clause in the existing agreement.

LEGAL REVIEW

None.

FISCAL IMPACT

There will be no fiscal impact if there are no crossing locations eliminated from service. However, if there are changes to the number of crossing locations serviced, the City will see nominal cost savings.

RECOMMENDATION

Staff recommends that the City Council consider one of the following options:

1. Make no changes to the existing agreement between the City of Lawndale and All City Management Services, Inc. and continue to provide services at all 10 crosswalk locations;
2. Eliminate the location with the fewest number of recorded crossings at the controlled intersection of Manhattan Beach Blvd. and Prairie Avenue and continuing services at nine (9) remaining locations;
3. Eliminate the two locations with the fewest number of recorded crossings at the controlled intersections of Manhattan Beach Blvd./Prairie Avenue, and Marine Avenue/Freeman Avenue and continuing services at the eight (8) remaining locations;
4. Eliminate the three locations with the three of the four fewest number of recorded crossings at the controlled intersections of Manhattan Beach Blvd./Prairie Avenue, Marine Avenue/Freeman Avenue, and W. 169th Street/Hawthorne Blvd. or Manhattan Beach Blvd./Freeman Avenue and continuing services at the seven (7) remaining locations.



CITY OF LAWDALE

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

DATE: May 2, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Jared Chavez, Acting Director of Community Development 

SUBJECT: **Fence Permits**

BACKGROUND

On April 18, 2022 the City Council requested staff provide information on fence permits. Staff conducted research on the history of fences within the City of Lawndale.

The City of Lawndale has had fencing requirements since before it was incorporated in 1959. In 1991 the City Council adopted Resolution No. CC-9106-43 which had various permit fees including a "Fence Permit", however, no regulations were established in the zoning code. In 1994 the City Council directed staff to draft an Ordinance that required zoning permit approval before the installation of a fence or wall within residential areas. At the time, it was determined that fence permits were needed because it was common that residential fences were installed without meeting regulations. To resolve the issue and to prevent timely and costly measures to correct zoning violations, the City decided to require a zoning fence permit when installing fences in residential areas. The initial fence permit fee in 1991 was \$50 to review the application and plans. In 1994, when the new Ordinance requiring fence permits was adopted, a new and lower fee of \$30 was also adopted.

In 2017 Community Development Staff conducted research on the Planning Department's fee schedule and found that the fees were outdated and deficient which resulted in the City using General Fund money to subsidize development. This resulted in diversion from General Fund monies away from much needed City services such as that of public safety. Staff completed a study on fees and calculated an hourly rate for a range of tasks. Staff brought Resolution No. CC-1712-59 to the City Council on December 4, 2017 recommending the fee be increased from \$30 to \$324.25. The City Council adopted the resolution based on staff's findings and recommendations.

In FY 2020-21 the Finance Department commenced a fee study with support from ClearSource Financial Consulting (ClearSource) to provide an up-to-date analysis of the City's current costs to provide fee-related services. In the study, it was concluded that the current rate for certain services in the Planning Department were not up to date with surrounding cities. In this study, fence permits were included and were proposed to be increased to a new updated fee. The City Council received and reviewed a report from the Finance Department and on April 5, 2021 the City Council adopted Resolution No. CC-2104-017 adopting the new fee schedule and increasing the fence permit cost from \$324.25 to \$420.

STAFF ANALYSIS

Staff conducted research on the different types of fence permits offered by different cities in the South Bay.

- **City of Palos Verdes**
 - o *Planning fence permit required for fences up to 7 ft. Cost \$1,992.*
 - o *Building fence permit required for fences over 7 ft. Cost \$1.54 per sq.ft. ei. 100 sq. ft. wall/fence = \$154.00*
- **City of Hermosa Beach**
 - o *Planning Conditional Use Permit for Fences/Walls \$2,295*
 - o *Building fence/wall/hedge permit required for fences above 42 inches tall (Based on Value of work)*
- **City of Inglewood**
 - o *Planning fence permit \$56 for single family, \$139 for multi-family/commercial*
 - o *Building wall up to 6 ft. \$105 per linear foot, above 8ft additional \$100 per linear foot*
- **City of Torrance**
 - o *Planning Fence Height exception permit above 3 ft. Cost \$731*
 - o *Building permit required above 3ft height. Cost varies by height and material.*

As illustrated above, cities that require fence permits not only require planning approval, but also require building permits. The City of Lawndale does not require building permits for fences, but does require the Planning permit which costs much less. Additionally, the cities that require building permits for fence permits require property surveys and property owner consent which can be very costly, time consuming, and cumbersome for residents.

CONCLUSION

The City of Lawndale requires fence permits to regulate the zoning code and prevent future zoning violations. The fence permit fees cover staff's time of reviewing the applications and completing inspections.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends that the City Council receive and file the fence permits report.

ATTACHMENTS

- a) Resolution No. CC-9106-43
- b) Resolution No. 783-95
- c) Resolution No. CC-1712-059
- d) Resolution No. CC-2104-017
- e) Cities Fees and Requirements

ATTACHMENT A
Resolution No. CC-9106-43

RESOLUTION NO. CC-9106-43

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAWDALE, CALIFORNIA, ESTABLISHING
RATES TO BE CHARGED FOR VARIOUS PLAN CHECK
FEES, INSPECTIONS, APPROVAL OF SUBDIVISION
AND FINAL PARCEL MAPS, AND FENCE PERMITS**

WHEREAS, City Resolution No. CC-9007-76 established rates in 1980 to be charged applicants for various planning applications required by the City Zoning Ordinance; and

WHEREAS, it is the intent of the City Council to amend the rates to include plan check fees for City public works review of residential and commercial projects, counter plan checks, subdivision and final parcel maps, fence permits, and to increase all current plan check and inspection fees by the CPI (4.32).

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

SECTION 1. That the following rates are added to the rates charged by the City for planning and zoning applications as established in Resolution No CC-9106-43, said following rates shall be effective on July 1, 1991:

Residential plan check	\$ 100
Commercial plan check	\$ 200
General plan check & plan	\$ 25
Subdivision map	\$ 1,000
Final parcel map	\$ 1,000
Fence permit	\$ 50

SECTION 2. That pursuant to Lawdale Municipal Code, Chapter 17.12.040, the fee schedule for plan checking and building inspection fees as established in Resolution No. CC-9010-103 shall be increased by four and one-half percent (4.52) effective July 1, 1991.

SECTION 3. Upon the recommendation of the Community Development Director, the City Council may waive fees as it deems appropriate.

**RESOLUTION NO. CC-9106-43
ESTABLISHING RATES FOR
PLANNING FEES**

Current Fence Standards

17.48.050 Fences, hedges and walls.

A. A fence, hedge, or wall shall not exceed six feet in height in any side or rear yard or forty-eight inches in height in the required front yard setback area in any residential zone.

B. 1. All corner lots shall maintain for safety vision purposes a triangular area at the street intersection corner of the lot which triangle shall be formed by the front and side lot lines and a diagonal line drawn between two points located fifteen feet along the front and side lot lines from their point of intersection, or, in case of a rounded lot corner, from the point of intersection of the extension of said lot lines. Within said triangular area only a maximum forty-eight-inch high wrought-iron, chain link or other see-through fence as defined herein may be permitted by the director of planning and building; provided, that no visual obstruction will be caused by such see-through fence.

2. As defined in this section, "see through" fence means a fence whose vertical or horizontal members do not exceed one inch in width or diameter and are a minimum of three inches apart.

C. The height of any fence, hedge or wall in any residential zone shall be measured at the highest natural grade within three feet of either side of the fence, hedge or wall. The fence, hedge or wall may vary in an amount not to exceed six inches to allow for variation in the topography. (Ord. 595-88 § 3: prior code § 3-2-B-4.5)

ATTACHMENT B
Resolution No. 783-95

ORDINANCE NO. 783-95

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, ADDING SECTIONS 17.48.050 D and 17.48.050 E TO THE LAWDALE MUNICIPAL CODE REQUIRING A ZONING PERMIT FOR FENCES OR WALLS IN RESIDENTIAL ZONES.

WHEREAS, residents install fences and walls that do not meet standards set forth in the Lawndale Municipal Code and/or the Uniform Building Code; and

WHEREAS, it is the intent of the City to ensure the health, safety and general welfare of citizens residing or working within Lawndale; and

WHEREAS, the fence permit fee will recover costs incurred by the City for processing fence permits and performing field inspections.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS;

SECTION 1. That Section 17.48.050 D is hereby added to the Lawndale Municipal Code to read as follows:

- D. Before the installation, construction or erection of a new fence or wall, replacement of an existing fence or wall or addition to an existing fence or wall, a fence/wall permit shall first be obtained from the Community Development Department notwithstanding exceptions listed below. For the purposes of recovering costs incurred by the City for the processing of fence/wall permits and inspections the City Council shall establish by Resolution a fence/wall permit fee.

A single fence permit may be issued to include fencing anywhere on the property, which is subject to the requirement for a permit and which is proposed to be constructed under the authority granted by such permit.

Exceptions:

1. No permit is required for fence or wall which is two (2) feet or less in height.
2. No permit is required for a fence or wall which is not within a required residential zone setback.

ORDINANCE NO. 783-95
ADDING SECTIONS 17.48.050 D AND E
TO THE LAWDALE MUNICIPAL CODE

3. No permit is required for a fence or wall which may extend into a required residential zone setback provided that all of the following conditions are complied with:
 - a. the fence or wall is not located in any required front yard, and
 - b. the fence or wall is in compliance with the height limit requirement for its location on the lot; and
 - c. the fence or wall extends in a direction that is at a minimum angle of sixty (60) degrees from the nearest property line.
4. No permit is required for the repair or replacement of an existing fence or wall provided that all of the following conditions are complied with:
 - a. the fence or wall is in compliance with the height limit requirement for its location on the lot; and
 - b. the repair or replacement to such fence or wall, in any twelve month period, is to less than twenty five (25) percent of the straight line horizontal linear dimension of the fence; and
 - c. the repair or replacement to such fence or wall, is made with the same materials and construction as the existing fence.
5. No permit is required for temporary construction site fencing as required by Section 17.36.200 of the Lawndale Municipal Code.
6. No permit is required for securing fencing which has been approved or required by the City, to secure abandoned or damaged structures.
7. No permit is required for the replacement of an existing fence or wall that has been damaged or destroyed through no fault of the owner/applicant.

SECTION 2. That Section 17.48.050 E is hereby added to the Lawndale Municipal Code to read as follows:

- E. Every fence permit issued under the provisions of this code shall expire if the work authorized by such permit is not completed within one hundred eight (180) days from the date of issuance of such permit.

ORDINANCE NO. 783-95
ADDING SECTIONS 17.48.050 D AND E
TO THE LAWNDALE MUNICIPAL CODE

SECTION 3. If any section, subsection, clause or phrase of this Ordinance is for any reason, held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared unconstitutional.

SECTION 4. Pursuant to CEQA Guidelines Section 15063, an Initial Study has been prepared for this Text Amendment. After reviewing the Initial Study, the proposed Negative Declaration, and all comments received during the public review process, the City Council has determined that the project will not have a significant impact upon the environment. As a result of its review of the aforementioned documents, the City Council hereby approves the Negative Declaration and authorizes the Community Development Director to issue a Notice of Determination pursuant to CEQA Guidelines Section 15075.

Pursuant to Title 14, California Code of Regulations, Section 753.5(c)(1), the City Council has determined that, after considering the record as a whole, there is no evidence that the proposed Text Amendment will have the potential for any adverse affect on wildlife resources or the habitat upon which the wildlife depends. Furthermore, on the basis of substantial evidence, the City Council hereby determines that any presumption of adverse impact has adequately been rebutted, and therefore, pursuant to Fish and Game Code Section 711.4 and Title 14, California Code of Regulations Section 753.5(a)(3), the Text Amendment is not required to pay Fish and Game Department Filing Fee.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation, and shall post same at the City Hall, the Civic Center building and the United States Post Office, Lawndale Branch.

PASSED, APPROVED AND ADOPTED this 22nd day of May 1995.

Harold E. Hofmann
MAYOR, CITY OF LAWDALE

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LAWDALE)

I, NEIL K. ROTH, City Clerk of the City of Lawndale, California, do hereby certify that the foregoing Ordinance No. 783-95 was duly introduced at a regular meeting of said City Council held on the 8th day of May, 1995, and was duly approved and adopted at a regular meeting of said City Council held on the 22nd day of May 1995, by the following roll call vote:

AYES: Hofmann, Lagerquist, Rudolph, Marthens, Rhodes

NOES: None

ABSENT: None

ABSTAIN: None

Neil K. Roth
CITY CLERK, CITY OF LAWDALE

APPROVED AS TO FORM:

W. W. W.
CITY ATTORNEY, CITY OF LAWDALE

ORDINANCE NO. 783-95
ADDING SECTIONS 17.48.050 D AND E
TO THE LAWDALE MUNICIPAL CODE

City of Lawndale

INTER-DEPARTMENT MEMORANDUM

To: Patrick P. Importuna **From:** William D. Woolard
Dept: City Manager **Dept:** Community Development
Subject: Planning Text Amendment **Date:** May 22, 1995
 No. 95-03: Require a
 Zoning Permit to Install
 Fences and Walls
 in Residential Zones.

OBJECTIVE:

The Community Development Department is recommending adoption of a text amendment which requires residents installing fences and walls in residential zones to obtain a zoning permit and provides for specific exceptions.

BACKGROUND:

The City Council at its last meeting, reviewed proposed Planning Text Amendment No. 95-03, made minor revisions and introduced per Ordinance No. 783-95.

DISCUSSION:

The Council consensus was to amend proposed Section 17.43.050D1 to require fences and walls over two feet in height to obtain a permit.

Any fence or wall two (2) feet or less in height would be exempt from the permit requirement.

RECOMMENDATION:

Staff recommends that the City Council ADOPT Ordinance No. 783-95.



William D. Woolard
Community Development Director



By: Grant Taylor
Associate Planner

Attachment: Ordinance No. 783-95

City of Lawndale

INTER-DEPARTMENT MEMORANDUM

To: Patrick P. Importuna From: William D. Woolard
Dept: City Manager Dept: Community Development
Subject: Planning Text Amendment Date: May 8, 1995
 No. 95-03: Fence Permit

OBJECTIVE

The Community Development Department is recommending approval of a text amendment which requires residents installing fences and walls in residential zones to obtain a zoning permit and provides for specific exceptions. In addition, the Commission is recommending the Council reduce the fence permit fee from fifty dollars (\$50.00) to thirty dollars (\$30.00).

BACKGROUND

In September of 1994 the City Council requested that Staff draft an Ordinance that requires approval of a zoning permit before installation of a fence or wall in residential zones.

It is quite common for residential fences to be installed that do not meet Municipal Code requirements. The Ordinance was drafted to provide the City with the review of fences before installation and to prevent timely and costly measures that may be required to correct or remove illegal fences.

On April 12, 1995 the Planning Commission adopted Resolution No. 95-09 recommending approval of Planning Text Amendment No. 95-03.

DISCUSSION

The Planning Commission approved the requirement to have residents obtain a permit before installation of a fence or wall in residential zones. However, the Commission felt that not all fences should require a permit and directed Staff to provide several exemptions to a fence permit.

Staff originally proposed an all encompassing Ordinance that required a permit for any fence or wall in a residential zone; however, the Commission requested seven exemptions. Staff has no objection to all but one of the exemptions. Staff is concerned with the exemption that states: "no permit is required for a fence or wall which is four (4) feet or less in height".

Staff suggested exempting fences two feet or less in height to permit residents to install low planter barriers, small retaining walls, and similar installations. Because fences in front setback areas cannot exceed four feet in height, the provision that exempts fences four feet or less would only require permits for fences in side and rear setback areas between four and six feet in height. The majority of complaints received by the City, pertain to fences constructed in the front setback areas which are over four feet high. In addition, fences on corner lots are required to have a fifteen foot triangular area that is not obscured by a solid fence for vision safety purposes. A provision that exempts fences in front setback areas, does not allow the City to review these fences and advise residents of code requirements.

Following are the proposed exemptions:

1. No permit is required for a fence or wall which is four (4) feet or less in height.
2. No permit is required for a fence or wall which is not within a required residential zone setback.
3. No permit is required for a fence or wall which may extend into a required residential zone setback provided that all of the following conditions are complied with:
 - a. the fence or wall is not located in any required front yard, and
 - b. the fence or wall is in compliance with the height limit requirement for its location on the lot; and
 - c. the fence or wall extends in a direction that is at a minimum angle of sixty (60) degrees from the nearest property line.
4. No permit is required for the repair or replacement of an existing fence or wall provided that all of the following conditions are complied with:
 - a. the fence or wall is in compliance with the height limit requirement for its location on the lot; and
 - b. the repair or replacement to such fence or wall, in any twelve month period, is to less than twenty five (25) percent of the straight line horizontal linear dimension of the fence; and
 - c. the repair or replacement to such fence or wall, is made with the same materials and construction as the existing fence.

5. No permit is required for temporary construction site fencing as required by Section 17.36.200 of the Lawndale Municipal Code.
6. No permit is required for securing fencing which has been approved or required by the City, to secure abandoned or damaged structures.
7. No permit is required for the replacement of an existing fence or wall that has been damaged or destroyed through no fault of the owner/applicant.

The Commission directed Staff to include a single fence permit for all fencing on one property. In addition, the Commission requested a permit expiration date for installation which is 180 days (6 months).

The Commission felt that fifty dollars for a fence permit is excessive. The City fee schedule was recently reviewed by Management Services Institute (MSI) and they recommend that the City should charge approximately thirty dollars for a fence permit.

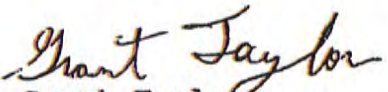
RECOMMENDATION

Staff recommends that the City Council:

- 1) APPROVE Planning Text Amendment No. 95-03 per Ordinance No. 783-95; and
- 2) APPROVE a thirty dollar (\$30.00) fee for fence permits per Resolution No. CC-9505-30.



William D. Woolard
Community Development Director



By: Grant Taylor
Associate Planner

Attachments: Ordinance No. 783-95
Resolution No. CC-9505-30
4/12/95 Planning Commission Report

PTA9503M

City of Lawndale

INTER-DEPARTMENT MEMORANDUM

To:	William Woolard	From:	Grant Taylor
Dept:	Community Development	Dept:	Community Development
Subject:	Planning Text Amendment No. 95-03, Requiring Fence/Wall Permits	Date:	April 12, 1995

OBJECTIVE:

To present to the Planning Commission a proposal to require proposed fences and walls obtain a zoning permit in residential zones before installation.

BACKGROUND:

At the last Planning Commission meeting of March 22, 1995 the Commission reviewed Planning Text Amendment No. 95-03, requiring zoning permits for fences and walls in residential zones. The Commission gave Staff direction to make three additions and revisions to the proposed ordinance.

DISCUSSION:

The Commission requested that an additional exception should be added to allow residents to replace damaged fences or walls due to circumstances beyond their control. For example, if a car were to damage or destroy a fence/wall, the resident should be allowed to repair or replace the fence/wall without a permit. Language has been added to state:

7. "No permit is required for the replacement of an existing fence or wall that has been damaged or destroyed through no fault of the property owner or applicant."

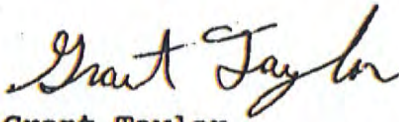
The Commission requested that one permit should include any amount of fencing on a property. Language has been added to state:

A single fence permit may be issued to include fencing anywhere on the property, which is subject to the requirement for a permit and which is proposed to be constructed under the authority granted by such permit.

In addition, the Commission felt fifty dollars is too excessive for a fence permit. Staff proposes to present a resolution to the City Council that would reduce the fence permit fee to thirty dollars.

RECOMMENDATION:

1. That the Planning Commission certify the negative declaration; and,
2. That the Planning Commission APPROVE Planning Text Amendment No. 95-03 and adopt Resolution No. 95-09; and
3. That the Planning Commission direct Staff to present a resolution to the City Council that would set a fee of thirty dollars (\$30.00) for a fence permit.



Grant Taylor
Associate Planner

Attachments: Planning Commission Resolution no. 95-09
Negative Declaration
Planning Commission report dated 3/22/95
City Council Resolution No. CC-9106-43
Lawndale Municipal Code Section 17.48.050

RESOLUTION NO. 95-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWNDAL, CALIFORNIA, RECOMMENDING APPROVAL OF PLANNING TEXT AMENDMENT NO. 95-03, REQUIRING FENCES/WALLS IN RESIDENTIAL ZONES WITHIN THE CITY OBTAIN A ZONING PERMIT.

WHEREAS, residents install fences that do not meet standards set forth in the Lawndale Municipal Code and/or the Uniform Building Code; and

WHEREAS, it is the intent of the City to ensure the health, safety and general welfare of citizens residing or working within Lawndale; and

WHEREAS, the fence permit fee will recover costs incurred by the City for processing fence permits and performing field inspections.

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

Section 1.

Findings

- A. That the text amendment would reduce the number of fences which are constructed in violation of the requirements of the Lawndale Municipal Code.
- B. That the text amendment would provide a process which would encourage the construction of fences which would be in compliance with the existing requirements of the Lawndale Municipal Code.
- C. That the text amendment would provide the City with the authority to require a permit for fence construction and for the collection of a fee to offset the City's plan review, permit issuance and site inspection costs.

Section 2.

Environmental Document

That the Planning Commission hereby determines that the proposed text amendment would not have any significant effects upon the environment. Staff has therefore determined that a Negative Declaration is warranted. Further the project will have a minimis impact on fish and wildlife and therefor is exempted from

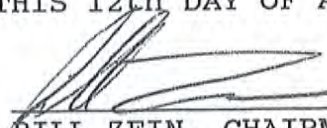
RESOLUTION NO. 95-09
RECOMMENDING APPROVAL OF
PLANNING TEXT AMENDMENT NO. 95-03

State Fish and Game Code Section 711.4 for payment of Fish and Game Department Filing Fee for a Negative Declaration.

Section 3.

That the Planning Commission hereby recommends to the City Council the adoption of Planning Text Amendment No. 95-03 in the form as shown in the attached draft Ordinance.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF APRIL, 1995.


BILL ZEIN, CHAIRMAN
LAWNDALE PLANNING COMMISSION

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LAWNDALE)

I, WILLIAM D. WOOLARD, COMMUNITY DEVELOPMENT DIRECTOR for the City of Lawndale, California, do hereby certify that the foregoing Resolution No. 95-09 was duly approved and adopted by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the 12th day of April, 1995 by the following roll call vote:

AYES: ZEIN, NICOLOPULOS, GOTTRON, WEINSTEIN

NOES: RAMSEY

ABSENT: NONE

ABSTAINED: NONE


WILLIAM D. WOOLARD
COMMUNITY DEVELOPMENT DIRECTOR

RESOLUTION NO. 95-09
RECOMMENDING APPROVAL OF
PLANNING TEXT AMENDMENT NO. 95-03

RZPTA9503D.002

ATTACHMENT C
Resolution No. CC-1712-059

RESOLUTION NO. CC-1712-059

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
ESTABLISHING THE AMOUNT OF ADMINISTRATIVE FEES PURSUANT TO
CHAPTER 3.32 OF THE CITY OF LAWDALE MUNICIPAL CODE**

WHEREAS, the City Council desires to recover all or a portion of the estimated costs of providing services; and

WHEREAS, on December 4, 2017, staff reported that the current fee structure does not recover the cost of services provided and is below the average of fees charged for similar services by adjacent municipalities; and

WHEREAS, Section 3.32.030 of the Lawndale Municipal Code authorizes the City of Lawndale to recover the estimated reasonable costs of providing these services and further provides that the City Council shall establish such fees by resolution; and

WHEREAS, the City Council has reviewed the draft updated fee schedule and finds the proposed fee schedule is consistent with the requirements of state law and the Lawndale Municipal Code; and

WHEREAS, a notice of public hearing for this matter was published in the Daily Breeze on November 23, 2017; and

WHEREAS, a public hearing was held by the City Council at its regular meeting on December 4, 2017, and all interested parties were given an opportunity to be heard regarding this matter.

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

Section 1. The City Council finds and determines that the recitals above are true and correct and incorporated herein by this reference.

Section 2. That, effective February 5, 2018, the administrative fees set forth in Exhibit "A" attached hereto and incorporated herein, are hereby established pursuant to Section 3.32.030 of the Lawndale Municipal Code and the California Government Code Sections 66000 et seq..

Section 3. That the City Council finds and determines that the imposition of fees is not a "project" under the California Environmental Quality Act ("CEQA") as defined in Section 15378(b)(4) of the CEQA Guidelines.

Section 4. The fees established by this Resolution shall supersede all previously established fees for the same service.

Section 5. For the reasons described above, the City Council does hereby further approve the revised fee schedule, attached to this Resolution as Exhibit "A", and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

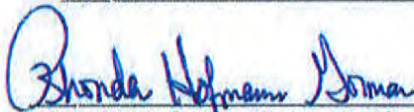

Robert Pullen-Miles, Mayor

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-1712-059 at a regular meeting of said Council held on the 4th day of December, 2017, by the following roll call vote:

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


Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:


Tiffany J. Israel, City Attorney

Exhibit "A"

Proposed Planning Department Fees

<u>Fee Type</u>	<u>(Current Fee)</u>	<u>Proposed Fee</u>
Special Use Permit		
- Non Development Project	\$1,800	\$5,062.75 Deposit
- Development Project	\$1,800	N/A
Zone Change/Specific Plan Amendment/Planning Text Amendment	\$2,500	\$6,764.69 Deposit
General Plan Amendment	\$2,000 \$400 with Zone Change	\$6,764.69 Deposit
Variance	Planning Commission – \$1,800	\$3,682.86 Deposit
Variance	Director Review – \$1,000	\$3,276.22 Deposit
Land Use Determination	\$265	\$2,542.61 Deposit
Tentative Parcel/Tract Map	\$2,600	\$3,470.11 Deposit
Time Extension	\$100	\$2,122.61 Deposit
Appeals	\$350	\$2,262.61 Deposit
Lot Line Adjustment/ Lot Merger	\$575	\$1,074.48 Deposit

<u>Fee Type</u>	<u>(Current Fee)</u>	<u>Proposed Fee</u>
Final Parcel/Tract Map	\$2,000	\$2,914.33 Deposit
Environmental Impact Report Review	\$2,000 with other entitlements - \$400	\$7,272.25 Deposit
Negative Declaration/Mitigated Negative Declaration	\$600	\$4,472.25 Deposit
Administrative/Plan Check Review Wireless	\$535 plus \$2500 deposit	\$5,452.36 Deposit
Development Permit	\$2,000 With SUP - \$400	\$4,187.75 Deposit
Design Review	\$200	\$1,404.61 Deposit
Apt/Condo Conversion	\$2,800	\$5,062.75 Deposit
Site Plan Review/Planning Plan Check		
- Residential	\$100	\$1813.61 Deposit
- Commercial	\$200	\$1813.61 Deposit
Covenants, Conditions, Restrictions (CC&R's)	N/A	\$965 Deposit
Residential Property Report	\$80	\$205.30 Flat Fee
Flat Work Permit/Inspection	N/A	\$236.75 Flat Fee
Fence Plan/Inspection	\$30	\$324.25 Flat Fee
Temporary Banner/ Sign Review and Inspection	\$30	\$67.25 Flat Fee
Minor Development	\$100	\$1,194.61 Flat Fee

Business License Review/App	N/A	\$139.04 Flat Fee
Fee Type	(Current Fee)	Proposed Fee
CD Directors' Determination	N/A	\$293.68 Flat Fee
Restrictive Use Covenant	\$300	\$842.86 Flat Fee
Zoning Verification Letter Per property	N/A	\$472.50 Flat Fee
Shed Permit	N/A	\$236.75 Flat Fee
Planning Letter	N/A	\$472.50 Flat Fee
Research	N/A	\$402.50 Flat Fee
Re-Inspection	N/A	\$140 Flat Fee

ATTACHMENT D
Resolution No. CC-2104-017

RESOLUTION NO. CC-2104-017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAWNDALE, CALIFORNIA, ADOPTING A REVISED
SCHEDULE OF VARIOUS USER AND REGULATORY FEES**

WHEREAS, this action is exempt under the California Environmental Quality Act (CEQA), Article 18, Statutory Exemptions, Section 15273(a) Rates Tolls Fares and Charges; and

WHEREAS, this hearing to set fees was duly noticed pursuant to Government Code Section 6062a – Manner of Publication – for new fees and increases; procedures; and

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, the City recently completed a study to identify the cost of providing various user and regulatory fee-related services; and

WHEREAS, the study examined fee-related services provided by the City, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City Council finds that providing these services is of special benefit to applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these services from applicants who have sought or require the City's services by revising its schedule of fees; and

WHEREAS, the City Council hereby finds that the study provides adequate evidence to conclude that the revised fees do not exceed the cost to provide the services for which the fees are charged; and

WHEREAS, the City Council desires that annually the City Manager may update the fees based on the annual percentage change in the all-urban Consumer Price Index for Los Angeles, Riverside, Anaheim (CPI). If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year; and

WHEREAS, in adopting this Resolution, the City Council is taking action only on those fees for the services, programs or products set forth in Exhibit "A" which have been modified from prior resolutions of the City Council. The remaining fees that have not been modified from prior resolutions shall remain in full force and effect.

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby adopts the fees and charges as set forth in attached Exhibit "A" and incorporated by this reference.

SECTION 3. Any new or adjusted fees adopted by this Resolution shall go into effect July 1, 2021.

SECTION 4. The City Clerk shall certify the passage and adoption of this resolution.

SECTION 5. The fees established by this Resolution shall repeal and replace all previously established fees for the same service, including but not limited to, Resolutions CC-8905-032, CC-9008-80, CC-9111-83, CC-9203-16, CC-9512-117, CC-9805-35, CC-0003-25, CC-0103-025, CC-0201-001, CC-0209-069, CC-0212-088, CC-0403-019, CC-0412-096, CC-0611-077, CC-0701-002, CC-0701-005, CC-0704-017, CC-0708-050, CC-0712-083, CC-0901-004, CC-0905-032, CC-0910-056, CC-9610-118, CC-9711-94, CC-9805-35, CC-1003-018, CC-1009-051, CC-1012-010, CC-1012-070, CC-1201-010, CC-1204-026, CC-1205-032, CC-1205-038, CC-1210-067, CC-1301-002, CC-1302-010, CC-1303-014, CC-1407-031, CC-1606-031, CC-1709-044, CC-1710-052, CC-1712-059, CC-1802-004, CC-1906-026, CC-1908-039, CC-0501-002, CC-2001-004, CC-2006-027, and CC-2009-052.

PASSED, APPROVED, and ADOPTED this 5th day of April, 2021.

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-2104-017 at a regular meeting of said Council held on the 5th day of April 2021, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



Schedule of User and Regulatory Fees

Effective July 1, 2021

Table of Contents

Note: This Fee Schedule does not include all fees, rates, or charges that may be imposed by the City. Examples of excluded items include, but are not limited to, building permit and plan review fees, development impact fees, utility rates, and punitive fines and penalties.

FEE SCHEDULE	PAGE
Administrative Fees / Citywide Records	1
Animal License Fees	3
Billing Rates for Fee-Related Services (Hourly / T&M Billings)	4
Business License Fees	6
Engineering and Encroachment Permit Fees	10
AB 939 Fee	15
Fireworks Stand Permit Fee	16
False Alarm Response Fees	17
Parking Permit Fees	18
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Administrative Citation	29
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City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ADMINISTRATIVE FEES / CITYWIDE RECORDS

Fee Description	Fee	Charge Basis	Note
1 Documents - Hard Copy			
a) Standard Size	\$0.10	per single-sided page	
b) Non-Standard	Actual Cost	per request	
c) Certified Copy (in addition to per page fees)	\$5	per request	
2 Election Related Fees			
a) Filing Fee - Candidates Nominations Fee	\$25		[a]
b) Filing Fee - Initiative Petition Fee	\$200		[b]
c) Election Recount Fee	Full Cost Recovery		[c]
3 Requests Requiring Special Programming or Formatting	Actual cost		
4 Digital Media (e.g. USB Flash Drive)	\$8 or actual cost; whichever is greater	per device	
5 Postage	Actual cost		
6 Retrieval and Request of Records Held in Offsite Archives	Actual cost		
7 Hourly Rate for Service Requests	See City Hourly Billing Rate Schedule or Maximum Authorized by Outside Agency (e.g. State of California)		

[a] CA Election Code 10228.

[b] CA Election Code 9202(b).

[c] CA Election Code 15624.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ADMINISTRATIVE FEES

Fee Description		Fee	Charge Basis	Note
1	Returned Check Fee			
	a) First Check	\$25	each	[a]
	b) Each Additional Check	\$35	each	[a]
2	EFT/ACH Return/Error	\$25	each	

[a] CA Civil Code Sec 1719

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ANIMAL LICENSE

Activity Description	Fee	Charge Basis	Note
Dog License			
1 Altered Animal (Spayed / Neutered)			
a) License Fee - Non-Senior	\$20	per year	
b) License Fee - Senior	\$10	per year	[a]
c) Late Penalty	50% of License Fee		[b]
d) Late Renewal	50% of License Fee		[c]
2 Unaltered Animal			
a) License Fee - Non-Senior	\$60	per year	
b) License Fee - Senior	\$30	per year	[a]
c) Late Penalty	50% of License Fee		[b]
d) Late Renewal	50% of License Fee		[c]
Animal Pick-Up / Impound Fee (City Fee)			
3 Animal Pick-Up / Impound Fee			
a) First Pick-Up / Impound	\$20	each	
b) Second Pick-Up / Impound	\$40	each	
c) Third and Each Add'l Pick-Up / Impound	\$60	each	

[a] Fee for residents at least sixty years of age.

[b] Non-registered dog is discovered by staff.

[c] Registered dog is renewed after license has expired.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

BILLING RATES FOR FEE-RELATED SERVICES (HOURLY / T&M BILLINGS)

Fee Category / Division	Position	Hourly Billing Rate	Inflator Added to Base Salary	Note
1 Planning	Director of Community Development	\$231		
2 Planning	Administrative Assistant II	\$89		
3 Planning	Senior Planner	\$151		
4 Planning	Associate Planner	\$146		
5 Planning	Uniform Hourly Billing Rate	\$154		
6 Planning	All Other Positions		3.17	[a]
7 Planning	Contract Service Support	Greater of \$154 or Pass-through + 15%		[b]
8 Building	Uniform Hourly Billing Rate	\$166		[c]
9 Building	Contract Service Support	Greater of \$166 or Pass-through + 15%		[b]
10 Public Works, Eng'rg & Encl.	Director of Public Works	\$228		
11 Public Works, Eng'rg & Encl.	Administrative Analyst	\$137		
12 Public Works, Eng'rg & Encl.	Administrative Assistant II	\$106		
13 Public Works, Eng'rg & Encl.	PWD Inspector	\$123		
14 Public Works, Eng'rg & Encl.	Associate Engineer	\$175		
15 Public Works, Eng'rg & Encl.	Assistant Engineer	\$148		
16 Public Works, Eng'rg & Encl.	Maintenance Supervisor	\$151		
17 Public Works, Eng'rg & Encl.	Maintenance Worker III	\$112		
18 Public Works, Eng'rg & Encl.	Maintenance Worker II	\$102		
19 Public Works, Eng'rg & Encl.	Maintenance Worker I	\$87		
20 Public Works, Eng'rg & Encl.	Uniform Hourly Billing Rate	\$150		
21 Public Works, Eng'rg & Encl.	All Other Positions		3.44	[a]
22 Public Works, Eng'rg & Encl.	Contract Service Support	Greater of \$150 or Pass-through + 15%		[b]
23 Municipal Services	Director of Municipal Services	\$196		
24 Municipal Services	Municipal Services Supervisor	\$138		
25 Municipal Services	Administrative Assistant II	\$96		
26 Municipal Services	Code Enforcement Officer II	\$120		
27 Municipal Services	Municipal Services Officer II	\$85		
28 Municipal Services	Uniform Hourly Billing Rate	\$110		
29 Municipal Services	All Other Positions		3.10	[a]
30 Municipal Services	Contract Service Support	Greater of \$110 or Pass-through + 15%		[b]

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

BILLING RATES FOR FEE-RELATED SERVICES (HOURLY / T&M BILLINGS)

Fee Category / Division	Position	Hourly Billing Rate	Inflator Added to Base Salary	Note
31 Finance	Director of Finance	\$197		
32 Finance	Accounting Manager	\$122		
33 Finance	Payroll/Accounting Specialist	\$80		
34 Finance	Accounting Specialist	\$71		
35 Finance	Uniform Hourly Billing Rate	\$111		
36 Finance	All Other Positions		2.58	[a]
37 Finance	Contract Service Support	Pass-through + 15% Admin		[b]
38 City Clerk	Assistant City Clerk	\$126		
39 City Clerk	Administrative Assistant II	\$66		
40 City Clerk	Uniform Hourly Billing Rate	\$96		
41 City Clerk	All Other Positions		2.09	[a]
42 City Clerk	Contract Service Support	Pass-through + 15% Admin		[b]
43 Public Safety - Police / Sheriff	Deputy Sheriff	\$137		
44 Public Safety - Police / Sheriff	Uniform Hourly Billing Rate	\$137		
45 Public Safety - Police / Sheriff	All Other Positions		3.34	[a]
46 Public Safety - Police / Sheriff	Contract Service Support	Pass-through + 15% Admin		[b]

[a] To calculate hourly rate for positions not listed, multiply base salary rate per hour by factor shown. Outcome is fully-burdened hourly rate. Fully-burdened hourly rate includes benefits, adjustment for productive hours, indirect costs, etc. Example: \$90,000 annual salary / 2,080 hours = \$43.27/hr. Multiple by factor of 3.17 to calculate fully-burdened hourly rate of \$137/hr.

[b] For deposit-based or pass-through billings.

[c] Positional billings are not used for building fees. Use uniform hourly billing rate when required.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

BUSINESS LICENSE

Activity Description	Fee	Note
BUSINESS LICENSE AND PERMIT FEE SCHEDULE		
1 Annual Business Tax	\$66	
2 Residential Rental (per Unit Over Five)	\$25	
3 Plus, Coin-operated fee (if > 9 Units)	\$66	
4 Mobile home and Boarding house (per Unit & Room)	\$11	
5 Application Fee (new applications)	\$78	[a],[b]
6 Plus, Per Employee	\$10	
7 Plus, Per Vehicle (Contractor Over Four Vehicles)	\$26	
8 Annual Renewal Fee	\$52	
9 Appeal Fee	\$52	
10 Duplicate License	\$11	
11 Change of License (Name or Address)	\$11	
12 Contractor's Vehicle Sticker	\$26	
13 Billboard Businesses		
a) First \$10,000 of Gross Receipts, plus	\$515	
b) \$10,000 to \$25,000 Gross Receipts (Per \$1,000), plus	\$52	
c) Gross Receipts Over \$25,000 (Per \$1,000)	\$21	
14 Wheeled Vehicle Business (Per vehicle)		
a) Two to three Vehicles	\$103	
b) Four to six Vehicles	\$155	
c) Seven to nine Vehicles	\$206	
d) Ten or more Vehicles	\$258	
15 Petroleum (Per barrel, over 1,800 barrels)	\$1	
16 Vending / Service Machine		
a) Stamps (per \$1,000 gross receipts)	\$6	
17 Coin-operated Machines-exclusive business		
a) First \$10,000 of gross receipts, plus	\$118	
b) \$10,000 to \$25,000 Gross Receipts (Per \$1,000), plus	\$52	
c) Gross Receipts Over \$25,000 (Per \$1,000)	\$21	
18 Benches, plus	\$52	
a) Per bench	\$14	
19 Handbills		
a) Annual	\$232	
b) Quarter; or	\$129	
c) Daily	\$26	

City of Lawndale

SCHEDULE OF USER AND REGULATORY FEES

BUSINESS LICENSE

Activity Description	Fee	Note
20 Auctioneers		
a) Auction Sale Daily	\$103	
b) Personal Property	\$103	
c) Real Estate	\$103	
d) Bankruptcy Sale (Daily)	\$103	
21 Alarm Permit	\$52	
22 Entertainment		
a) Café	\$103	
b) Carnival (Daily)	\$258	
c) Circus (Daily)	\$103	
d) Side Show (Daily)	\$103	
23 Financial		
a) Broker, Stock or Securities	\$155	
24 Collection Agency	\$258	
25 Garage Sale (Daily)	\$4	
26 Junk		
a) Auto Wrecker	\$361	
b) Junk Collector	\$52	
c) Plus, per vehicle	\$129	
d) Junk Dealer	\$515	
27 Machines		
a) Amusement devices (per machine)	\$52	
b) Juke box (per machine)	\$52	
28 Amusement Rides and Children's Rides		
a) Annual per ride	\$52	
b) Daily per ride	\$26	
c) Weekly Unlimited Number Rides	\$134	
29 Petroleum (per oil well)	\$103	
30 Retail / Services		
a) Home Occupation	\$11	
b) Locksmith	\$52	
c) Pest Control	\$52	
31 Souvenir Sales (Daily)	\$11	
32 Subscription Service		
a) CATV FEE	\$52	
b) Plus, per subscriber	\$2	
33 Transportation		
a) Passenger/Bus Transport for Hire (excludes Taxi & PUC regulated)	\$52	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

BUSINESS LICENSE

Activity Description	Fee	Note
34 Vehicles		
a) Auto Wrecker / Dismantler	\$335	
b) Parking lot	\$26	
c) Plus, per stall	\$10	
35 Film Permits (in City)		
a) Still Film:		
i) Use of Public R/W (Daily)	\$258	
ii) Use of Public Buildings (Daily)	\$258	
b) Motion Film:		
i) Use of Public R/W (Daily)	\$515	
ii) Use of Public Buildings (Daily)	\$515	
36 Residential Film (private property)		
a) Still (Daily)	\$52	
b) Motion (Daily)	\$103	
37 Ambulance Driver / Operator (private)	\$52	
38 Entertainment		
a) Arcade - per machine	\$11	
b) Bowling Alley	\$52	
i) Plus, per alley over 5 alleys	\$11	
c) Billiard / Pool Hall	\$52	
i) Plus, per table over 1 table	\$11	
d) Bingo		
i) Seller / Leasor of supplies	\$26	
ii) Equipment Renewal	\$26	
iii) Manager of Game	\$26	
e) Cabaret	\$103	
f) Dance Hall	\$258	
g) Professional Entertainment	\$103	
h) Theater / burlesque	\$515	
i) Pawnshop, Secondhand Dealer	\$206	
j) Musician / Street	\$26	
39 Games of Skill		
a) Bowling Machine	\$26	
b) Pinball Machine	\$26	
c) Pool Table	\$26	
d) Shuffleboard	\$26	
e) Mechanical Game (Device)	\$26	
f) Electronic Game (Device)	\$26	
g) Similar Devices	\$26	
40 House Number Painter	\$26	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

BUSINESS LICENSE

Activity Description	Fee	Note
41 Retail / Service		
a) Acupressure	\$155	
b) Bar, Beer	\$284	
c) Bar, Liquor	\$284	
d) Check Cashing	\$258	
e) Computer Dating / Dating Services	\$515	
f) Fortune-Telling	\$258	
g) Kennel	\$206	
h) Massage Establishment	\$412	
i) Plus: Massage Technician License	\$103	
i) Private Patrol	\$52	
j) Solicitor	\$284	
i) Solicitor Agent	\$11	
k) Solid Waste (per Truck)	\$721	
l) Taxicab Co (substantially located within City)	\$103	
m) Tobacco Retailer License	\$155	

[a] If, the license is denied, fifty dollars (\$50) shall be refundable to the applicant.

[b] Includes home occupations.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ENGINEERING AND ENCROACHMENT PERMIT FEES

Activity Description		Fixed Fee	Minimum Fee / Initial Deposit	Charge Basis	Note
Permit Issuance Fee					
1	Permit Issuance Fee - for Encroachment Permits, Excavation Permits, or Construction Permits (Issuance Fee Only, Additional Fees May Apply)	\$150		flat fee	
Permit Fee					
2	Curb and Gutter (per 200 LF or fraction thereof)	\$300		flat fee	[a]
3	Curb Drain	\$300		flat fee	[a]
4	Driveway Approach - Residential (per approach)	\$300		flat fee	[a]
5	Driveway Approach - Non-Residential (per approach)	\$450		flat fee	[a]
6	Sidewalk (per 200 LF or fraction thereof)	\$300		flat fee	[a]
7	Pavement (per 500 SF or fraction thereof)	\$300		flat fee	[a],[b]
8	Trenching (per 500 SF or fraction thereof)	\$300		flat fee	[a],[c]
9	Additional Inspection Fee / Missed Inspection Fee (each)	\$150		flat fee	
10	Inspections Outside of Normal Business Hours	1.5x standard fee / billing rate		flat fee	[d]
Encroachment Permit Fee (Holiday Specific Exceptions)					
11	Homeowner Holiday Decorations Only (non-electrical)	No charge		flat fee	[e],[f]
12	Business Issuance of "Temporary No Parking" Permit				
	a) Permit Issuance Fee, plus	\$75		flat fee	[e],[g]
	b) Per Day Fee	\$25		flat fee	[e],[g]
Construction and Demolition Materials Management					
13	Construction and Demolition Materials Management Plan - Application Plan Review and Deposit Administration Fee	\$113		flat fee	
14	Appeal of Decision to Deny Exemption or Withhold all or any Portion of Security Deposit	\$600		flat fee	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ENGINEERING AND ENCROACHMENT PERMIT FEES

Activity Description	Fixed Fee	Minimum Fee / Initial Deposit	Charge Basis	Note
Public Right-of-Way Use Permit Fees				
15 Street Closures (per day)	\$150		flat fee	
16 Lane Closures (per day, per lane)	\$75		flat fee	
17 Temporary "No Parking" (per day)			flat fee	
a) Up to 250 LF	\$75		flat fee	
b) each add'l LF	\$1		flat fee	
18 Parade/March/Procession Permit (per event)			flat fee	
a) Permit, plus	\$300			
b) actual costs of personnel other permits req'd, plus		See fee schedule		
c) Security/damage/clean-up deposit		\$1,000 - \$5,000	deposit	
19 Bus Benches (per bench)			flat fee	
a) Permit, plus	\$225			
b) Security/damage/clean-up deposit		\$500		
20 Newspaper Racks (per rack)			flat fee	
a) Permit, plus	\$75			
b) Security/damage/clean-up deposit (per application)		\$500		
21 Temporary Trash Bin/Dumpster Permit in Right-of-Way				[e]
a) Initial (up to five consecutive days)	\$75		flat fee	[e]
b) Renewal (up to additional five consecutive days)	\$75		flat fee	[e]
c) Initial deposit		\$250	deposit	[e]
22 Improvement Plan Review and Inspection (Cost Est.)				
a) Plan Review				
i) First \$250,000		5% with \$1,200 minimum fee	deposit	[h]
ii) Next \$250,000 up to \$500,000		4%	deposit	[h]
iii) Over \$500,000		3%	deposit	[h]
b) Inspection				
i) First \$250,000		5% with \$1,200 minimum fee	deposit	[h]
ii) Next \$250,000 up to \$500,000		4%	deposit	[h]
iii) Over \$500,000		3%	deposit	[h]

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ENGINEERING AND ENCROACHMENT PERMIT FEES

Activity Description	Fixed Fee	Minimum Fee / Initial Deposit	Charge Basis	Note
23 Grading Plan Review and Inspection				
a) Plan Review		\$1,200 deposit with \$600 minimum fee	deposit	
b) Inspection		\$1,200 deposit with \$600 minimum fee	deposit	
24 Landscape Plan Review and Inspection				
a) Plan Review		\$600 deposit with \$600 minimum fee	deposit	
b) Inspection		\$300 deposit with \$300 minimum fee	deposit	
25 Map Review				
a) Lot Line Adjustment		See Planning	deposit	
b) Lot Merger		See Planning	deposit	
c) Tentative Parcel/Tract Map		See Planning	deposit	
d) Final Map		See Planning	deposit	
e) Certificate of Compliance		\$1,800	deposit	
26 Report / Special Studies Review				
Review of Reports or Special Studies Not Recovered via other deposit based billings (e.g. Hydrology, soils, NPDES, SWPPP, etc.)		\$2,000	deposit	
Traffic Control				
27 Oversize Load Permit				
a) One Day	\$16		flat fee	
b) Annual	\$90		flat fee	
28 Traffic Control Plan Review				
a) Minor (Local Streets)	\$113		per location	
b) Major (Arterial Streets)	\$450		per location	
Vacation / Easement Processing				
29 Street / Alley Vacation		\$2,500	deposit	
30 Easement		\$2,500	deposit	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ENGINEERING AND ENCROACHMENT PERMIT FEES

Activity Description	Fixed Fee	Minimum Fee / Initial Deposit	Charge Basis	Note
Parking Permit District Fees				
31 Parking Permit District Application Fee				
a) Driveway Parking Permit District	\$534		flat fee	
b) Preferential or Overnight Parking Permit District	\$819		flat fee	
32 Parking Permit Issuance Fee				
a) Driveway Parking Permit (per year)	\$38		flat fee	
b) Preferential or Overnight Parking Permit				
i) One Permit per Household (per year)	\$38		flat fee	
ii) Two Permits per Household (per year)	\$40		flat fee	
33 Issuance of Replacement Permit or Second Permit	\$8		flat fee	
34 Violation Fee (per violation)	\$45		flat fee	
Franchise Review Fee				
35 Franchise Review Fee		\$5,000	deposit	
Other				
36 Time Extension	\$150		flat fee	
37 Excess Plan Review (more than 3 reviews) (per hour)		See hourly billing rate schedule	deposit	
38 Excess Inspections / Missed Inspection (each)	\$150		flat fee	
39 Other Services Provided		See hourly billing rate schedule	deposit	

[a] Fee includes up to four site visits. Additional fees apply for each additional visit/inspection.

[b] For patch, repair, and replacement of AC or PCC pavement per City Engineer. Additional fees may apply.

[c] For installation of substructure to property line for trench only. Additional fees for pavement inspection and others may apply.

[d] For hourly billings assume 2 hour minimum.

[e] No additional permit issuance fees apply.

[f] Fee waiver applies only for permits issued between the first Saturday after Thanksgiving through Christmas Eve for the installation and maintenance of non-electrical holiday decorations.

[g] Only applicable for businesses requiring additional equipment storage during specific holiday timeframes. Permit applies for up to 250

[h] Initial deposits are based on engineer's cost estimate. There is also a minimum fee payable to the City.

City of Lawndale

SCHEDULE OF USER AND REGULATORY FEES

ENGINEERING AND ENCROACHMENT PERMIT FEES

Activity Description	Fixed Fee	Minimum Fee / Initial Deposit	Charge Basis	Note
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Overview of Fee Structure

Fees may be either fixed fees (i.e. flat fees), or deposits with a minimum fee amount due. When a fee is deposit-based with a minimum fee amount due, the City will collect the initial deposit/minimum fee. The initial deposit amount represents the minimum amount the applicant will pay to the City. If the City's costs ultimately exceed the minimum fee collected, the City will bill the applicant for additional amounts due as outlined below.

Full Cost Deposits and Deposit Replenishment Policy

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

If City review costs are anticipated to exceed the initial deposit/minimum fee collected, the applicant will be notified and required to supplement the initial amount paid with an additional deposit. Any additional deposits will be collected and held by the City in a deposit account. Project billing amounts will be drawn from the deposit account.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required by the Community Development Department or Public Works Department for project evaluation or environmental review, all payment for attorney and consultant work shall be the responsibility of the applicant.

* Applicants shall be responsible for any additional materials or outside agency costs (e.g. postage, public noticing, peer review, County Recorder-Clerk Office, Department of Fish and Wildlife, etc.).

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

AB 939 FEE

Fee Description	Fee	Charge Basis	Note
1 AB 939 Fee	12%	% of gross receipts	

* Fee is included in schedule for reference purposes only. Fee was not examined or updated as part of fee study. Fee should not be updated as part of routine CPI adjustments.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

FIREWORKS STAND PERMIT FEE

Fee Description	Fee	Charge Basis	Note
1 Fireworks Stand Permit Fee	\$300	per application	[a]

[a] See LMC Chapter 8.12.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

FALSE ALARM RESPONSE FEES

Fee Description	Fee	Charge Basis	Note
False Alarm Response			
1 False Alarm Response			
a) First Response	No Charge	each	
b) Second Response	No Charge	each	
c) Third Response	\$100	each	
d) Each Additional Response	\$125	each	

* Based on number of false alarms in a 365 day period.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

PARKING PERMIT FEES

Fee Description	Fee	Charge Basis	Note
Parking Permits			
1 Parking Permit			
a) Recreational Vehicle Parking Permit	\$30	per permit	
b) Trailer and Oversized Vehicle Parking Permit	\$30	per permit	
c) Replacement of Parking Permit	\$30	per permit	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

PLANNING AND ENTITLEMENT FEES

Activity Description	Fixed Fee	Initial Deposit	Charge Basis	Note
Appeals				
1 Appeal to Planning Commission		\$2,500	deposit	
2 Appeal to City Council		\$2,500	deposit	
CEQA / Environmental Review				
3 Negative Declaration/Mitigated Negative Declaration		\$5,000	deposit	
4 Environmental Impact Report		\$10,000	deposit	
Condominium / Apartment Conversion Review				
5 Apartment / Condominium Conversion Review		\$10,000	deposit	
Covenants, Conditions, Restrictions (CC&R's)				
6 Covenants, Conditions, Restrictions (CC&Rs)		\$3,500	deposit	
Design Review				
7 Design Review		\$2,000	deposit	
Development Permit				
8 Development Permit		\$6,500	deposit	
Extension				
9 Time Extension		\$2,500	deposit	
General Plan Amendment / Specific Plan Amendment / Zone Change				
10 General Plan Amendment		\$8,000	deposit	
11 Specific Plan Amendment / Zone Change / Planning Text Amendment		\$8,000	deposit	
Land Use Determination				
12 Land Use Determination		\$3,500	deposit	
Map Review Fees				
13 Tentative Parcel/Tract Map		\$5,000	deposit	
14 Final Map		\$4,000	deposit	
15 Lot Line Adjustment		\$1,500	deposit	
16 Lot Merger		\$1,500	deposit	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

PLANNING AND ENTITLEMENT FEES

Activity Description		Fixed Fee	Initial Deposit	Charge Basis	Note
Restrictive Use Covenant					
17	Restrictive Use Covenant		\$1,000	deposit	
Site Plan Review/Planning Plan Check					
18	Site Plan Review/Planning Plan Check		\$2,500	deposit	
Special Use Permit					
19	Special Use Permit		\$8,000	deposit	
Variance					
20	Variance		\$5,000	deposit	
Wireless Facilities Plan Review					
21	Administrative/Plan Check Review Wireless		\$2,500	deposit	
Minor Permitting and Reviews (Fixed Fees)					
22	Business License Review/App	\$139		flat fee	
23	Director's Determination	\$465		flat fee	
24	Flat Work Permit/Inspection	\$390		flat fee	
25	Fence Plan/Inspection	\$420		flat fee	
26	Minor Development	\$1,875		flat fee	
27	Covenants of Easements	\$1,000		flat fee	
28	Shed Permit	\$390		flat fee	
29	Temporary Banner/Sign Review and Inspection	\$115		flat fee	
Letters / Reports / Research					
30	Planning Letter	\$450		flat fee	
31	Residential Property Report	\$240		flat fee	
32	Zoning Verification Letter Per Property	\$450		flat fee	
33	Research	\$450		flat fee	
Other					
34	Re-Inspection (each, per hour)	\$154		flat fee	
35	Expedited Service Request		1.5x standard fee and billing rates		
36	Other Services Provided		See hourly billing rate schedule		

City of Lawndale

SCHEDULE OF USER AND REGULATORY FEES

PLANNING AND ENTITLEMENT FEES

Activity Description	Fixed Fee	Initial Deposit	Charge Basis	Note
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Overview of Fee Structure

Fees may be either fixed fees (i.e. flat fees), or deposits with a minimum initial deposit collected. The initial deposit amount represents the typical minimum amount the applicant will pay to the City. If the City's costs ultimately exceed the minimum fee collected, the City will bill the applicant for additional amounts due as outlined below.

Full Cost Deposits and Deposit Replenishment Policy

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

If City review costs are anticipated to exceed the initial deposit/minimum fee collected, the applicant will be notified and required to supplement the initial amount paid with an additional deposit. Any additional deposits will be collected and held by the City in a deposit account. Project billing amounts will be drawn from the deposit account.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required by the Community Development Department or Public Works Department for project evaluation or environmental review, all payment for attorney and consultant work shall be the responsibility of the applicant.

* Applicants shall be responsible for any additional materials or outside agency costs (e.g. postage, public noticing, peer review, County Recorder-Clerk Office, Department of Fish and Wildlife, etc.).

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

VEHICLE RELEASE FEES

Fee Description		Fee	Charge Basis	Note
Vehicle Release				
1	Vehicle Release Fee	\$165	each	
Repossessed Vehicle Report Filing Fee				
2	Repossessed Vehicle Report Filing Fee	\$15	each	[a]

[a] California Government Code Section 41612.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

YOUTH SPORTS AND DAY CAMP FEES

Activity Description		Resident	Non-Resident	Charge Basis	Note
YOUTH SPORTS FEES					
1	Youth Basketball	\$60	\$85	per season	
2	Youth Soccer	\$60	\$85	per season	
3	Youth Sports Volunteer Coach Discount	50%	50%	per season	
SUMMER DAY CAMP FEES					
1	Summer Day Camp (M - Th)	\$100	\$140	per week	
2	Summer Day Camp Field Trips and Transportation	Actual Cost of field trip plus \$10 Bus Fee	Actual Cost of field trip plus \$10 Bus Fee	per field trip	
REGISTRATION REFUND PROCESSING FEE					
1	Registration Refund Processing Fee (applicable fee for sports programs, camp, class, club, excursion fees, etc.)	\$15	\$15	per refund processed	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

FACILITY RENTAL FEES

Activity Description	Rate	Charge Basis	Deposit	Note
Community Center Rental				
1 Meeting Room				
a) Full Room	\$100	per hour	\$500	
b) Half-Room	\$50	per hour	\$250	
2 Main Event Room				
a) Full Room	\$200	per hour	\$1,000 Security; \$500 Alcohol	
b) Half-Room	\$100	per hour	\$500 Security; \$500 Alcohol	
3 Kitchen Use				
a) Partial Use	\$150	per rental	\$250	
b) Full Use	\$250	per rental	\$500	
4 Stage Use	\$75	per rental	\$250	
5 Staffing	\$25	per hour		

* All hourly rental rates are rounded up to the nearest hour. Example 5.25 hour rental pays for six hours.

** Alcohol deposits are in addition to standard security deposits.

*** Depending on the rental requested, security staffing may be required. Costs for security shall be paid to the City by the applicant prior to permit approval.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

FACILITY / FIELD RENTAL FEES

Activity Description		Resident - Non-Profit	Resident - Private	Non-Resident - Non-Profit	Non-Resident - Private	Charge Basis	Deposit	Note
1	Gymnasium	\$30	\$40	\$50	\$60	per hour	\$250	
2	Baseball Fields	\$30	\$40	\$50	\$60	per hour	\$50 per field	
3	Soccer / Football Fields	\$30	\$40	\$50	\$60	per hour	\$50 per field	
4	Track	\$30	\$40	\$50	\$60	per hour	\$50 per field	
5	Snack Bar	\$75	\$100	\$125	\$150	per day	\$500	[a]
6	Park Community Room	\$40	\$45	\$50	\$55	per hour	\$250	
7	Show Wagon Mobile Traller	\$450	n/a	n/a	n/a	per rental	\$500	[b]

* All hourly rental rates are rounded up to the nearest hour. Example 5.25 hour rental pays for six hours.

** Applicants for non-profit rental rates must meet requirements established by City policy.

[a] Snack bar to be used only with concurrent field(s) permit.

[b] Flat rate for five day rental. Available for pickup and deliver Monday through Thursday only.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

FACILITY RENTAL RESERVATION CANCELLATION FEES

Activity Description	Fee	Charge Basis	Note
Facility/Field Rental Cancellation Fees / Refund Policy			
1 Refund Processing Fee (applies to all refunds processed for facility rentals)	\$15	per refund processed	
2 Cancellation Fee			
a) Cancellation Notice Received Less than 15 days before rental	100% of fees due, no refund provided	per cancellation	
b) Cancellation Notice Received 15-30 days before rental	50% of fees due, 50% refund provided	per cancellation	
c) Cancellation Notice Received 30-days before rental	0% of fees due, 100% refund provided; processing fee still applies	per cancellation	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

FACILITY RENTAL FEES

Activity Description		Rate	Charge Basis	Deposit	Note
1	Community Garden				
	Community Garden				
	a) Lawndale Resident				
	i) Senior	\$25	per year	\$25	
	ii) All Others	\$35	per year	\$25	
	b) Non-Resident	\$50	per year	\$25	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

BLOCK PARTY PERMIT FEES

Fee Description		Fee	Charge Basis	Note
Block Party Permit				
1	Block Party Permit			
	a) Permit Fee	\$100	per permit	
	b) Special Services Required from City Staff (e.g. on-site support, clean-up, etc.)	Overtime rate - 2 hour minimum	per hour	
	c) Refundable Deposit for Use of City Equipment or Special Services Required	\$500	per permit	

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

ADMINISTRATIVE CITATIONS

Activity Description	Fee	Charge Basis	Note
Administrative Citation			
1 Administrative Citation	\$100	per violation	
a) First Violation	\$250	per violation	
b) Second Violation	\$500	per violation	
c) Third Violation			
2 Administrative Citation - Violation of LMC Chapter 8.12 (Fireworks)	\$1,000	per violation	
3 Late Payment Fee for Administrative Citations			
a) First Month Late	50%	% of fine due	
b) Each Additional Month Late	10%	% of fine due	
c) Maximum Late Fees	100%	% of fine due	

* Amounts are included in schedule of user and regulatory fees for reference purposes only. Amounts are fines. See Lawndale Municipal Code Chapter 1.11 - Administrative Citations.

City of Lawndale
SCHEDULE OF USER AND REGULATORY FEES

CANCELLATION OF CITATION LINKED TO DISPLAY OF DISABLED PLACARD

Fee Description	Fee	Charge Basis	Note
1 Administrative Fee for Processing Cancellation of Citation Linked to Display of Disabled Placard	\$25	each	[a]

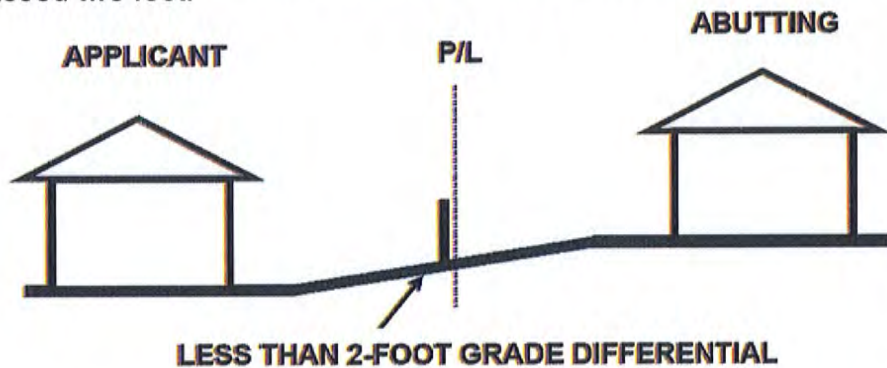
[a] California Vehicle Code Section 40226.

ATTACHMENT E
Cities Fees and Requirements

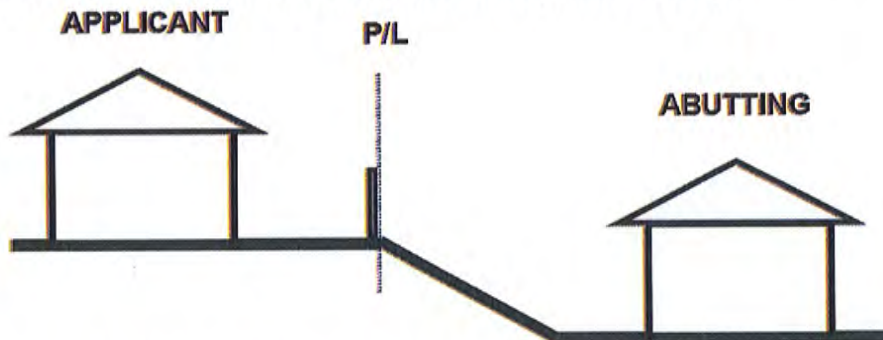
FENCE / WALL PERMIT

This permit is required for any fence or wall constructed up to 7 feet in height within the rear yard or side yard setback that is contiguous with another parcel. A fence or wall is exempt from this permit if it meets any one of the following situations:

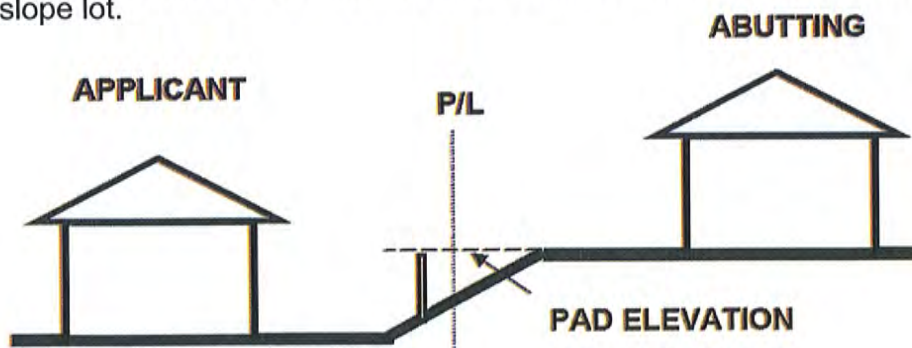
1. If the grade differential across the adjoining lots, measured perpendicular to the boundary between the two properties contiguous to or abutting the fence or wall does not exceed two feet.



2. If the lot on which the fence or wall is proposed is located upslope of any property contiguous or abutting the location of the fence, wall or hedge.



3. If the top of the fence or wall would be at an elevation lower than the pad elevation of the upslope lot.



ADDITIONAL INFORMATION

Replacement of existing fences or walls:

Existing fences or walls that have been damaged or deteriorated may be replaced without a permit if replaced at the same height or lower and with the same type of physical barrier (fence for fence or wall for wall), or with material which would be less obtrusive to potential views (i.e. stucco wall to wrought iron fence).

NOTE: A "fence" is defined as any physical barrier that allows the passage of at least 80% light and air. This includes wire mesh, steel mesh, chain link, louvered glass, transparent glass, stake and other similar materials. Please note that pursuant to Section 17.76.030(F)(5) of the RPVMC, chain link fencing is not allowed along the City's arterial streets, such as Hawthorne Blvd., Palos Verdes Drive West, South, and East, Miraleste Drive, and Crenshaw Blvd. to name a few streets.

Fences or walls in the front setback:

The Development Code restricts the heights of all structures, including fences and walls, as well as any hedge, to a height of 42 inches within a property's front setback area. Exceeding this height within the front setback area would require the approval of a Minor Exception Permit or Variance. Talk to a City Planner for more information.

Hedges:

Per Ordinance No. 546, adopted by the City Council April 1, 2014, "hedges" do not require a permit from the City. Outside of the front yard setback or intersection visibility triangle (corner lots), a hedge can grow to any height that does not significantly impair a view from surrounding properties. Hedges are limited to 42-inches in height within a property's front yard setback area. Hedges found to significantly impair the views of surrounding properties will be required to be trimmed.

IMPORTANT

- When filing your application, make certain the entire uniform application is completed and that all the required submittal materials are included, **OTHERWISE THE APPLICATION MAY NOT BE ACCEPTED FOR FILING.**
- Pursuant to Section 17.86.050 of the RPVMC, **THE CITY WILL NOT ACCEPT ANY DEVELOPMENT APPLICATION(S) FOR A LOT OR PARCEL THAT IS IN VIOLATION OF THE CITY'S MUNICIPAL CODE, UNLESS AN APPLICATION IS SUBMITTED TO CORRECT SAID VIOLATION.**
- Notice: CC&R's are private restrictions or agreements. Therefore the City is not responsible for a property owner's compliance with any CC&R's that may govern their property and the City does not enforce private CC&R's. The City recommends that property owners review their title report to see if any CC&R's govern their property, and if so, consult such CC&R's prior to submittal of their application. Additionally, property owners should review their title report for any other private property restrictions (Deed Restriction, Private Easement, etc.) that may govern their property.

FENCE / WALL PERMIT APPLICATION PROCESS

Purpose of the Fence/Wall Permit:

The purpose of a Fence/Wall Permit is to ensure that views from neighboring homes are protected from intentional or inadvertent impairment due to the placement of new fences or walls as defined in 17.02.040.

Initial Application Submittal:

The following materials must initially be submitted for a Fence/Wall Permit:

- Residential Planning Application form, completed and signed by the property owner.
- Two (2) copies of a site plan that clearly shows the following information:
 - The dimensions of the lot
 - Topography of the lot, either by elevation call-outs or topographic lines
 - All property lines and streets
 - The dimensions (length and height) and location of all existing and proposed fences and/or walls.
- Two (2) copies of a side view drawing of the proposed fence or wall, including the proposed height, materials to be used, and if helpful, a section drawing identifying the relationship between the subject property and abutting properties.
- \$198 Pre-Application Fee + \$4 Data Processing Fee = **\$202** total due
\$18 One-time Historic Data Entry Fee (per property, if applicable).

These fees are doubled for any fence or wall installed prior to obtaining a permit.

Initial Site Visit:

After the above items have been submitted and deemed complete for processing, Staff will contact the applicant to schedule a site visit to assess the proposed fence or wall. One of two determinations will be made based on Staff's initial site visit:

1. Staff will determine that there will be **no** view impairment to an adjacent home caused by the proposed new fence or wall resulting in an approval of the Fence/Wall Permit. A Planning Clearance will be provided to the applicant with Conditions of Approval.
2. Staff will determine that a potential view impairment may result to an adjacent home as a result of the new fence or wall, and the applicant will be required to complete the formal Fence/Wall Permit application process (see below).

Formal Fence/Wall Permit Submittal (if required):

If Staff determines that a formal Fence/Wall Permit application must be processed, the following additional items must be submitted by the applicant:

- Two (2) copies of a "vicinity map", prepared to scale, which shows all properties adjacent to the subject property (applicant). The "Vicinity Map" must be prepared exactly as described in the attached instruction sheet, and
- Two (2) sets of self-adhesive mailing labels and one (1) photocopy of the labels which list the property owner of every parcel which is adjacent to the subject

property (applicant). The name and address of every property owner (including applicant) must be typed on 8 1/2" X 11" sheets of self-adhesive labels. The mailing labels must be keyed to the corresponding lots, as shown on the vicinity map described above. The property owners mailing list must be prepared exactly as described in the attached instruction sheet. If the property owners mailing list is not prepared by a Title Company or other professional mailing list preparation service, the applicant must sign and submit the attached "Certification of Property Owners Mailing List" form, and

- \$1,992 formal application fee

Once the above items have been submitted, Staff will conduct site visits to the adjacent properties in order to assess if a significant view impairment will be caused by the proposed new fence or wall. Based on the site visit and potential view impairment concerns, Staff will either approve, approve with modifications, or deny the Fence/Wall Permit.

Required Approval Findings:

In order to approve a Fence/Wall Permit, the following findings must be made per Section 17.76.030(B)(3) of the RPVMC:

- 1) That the fence or wall would not significantly impair a view from the viewing of another property or a view from public property. Views shall be taken from a standing position, unless the primary viewing area is more suitable to viewing in a seated position;
- 2) That all foliage on the applicant's lot which exceeds 16 feet or the ridgeline of the primary structure, whichever is lower, and impairs a view from the viewing area of another parcel shall be removed prior to permit approval; and
- 3) That placement or construction of the fence or wall shall comply with all applicable standards and requirements of the RPV Municipal Code and General Plan.

Privacy/Pool Fencing Finding:

Notwithstanding the above Finding No. 1, the Director can approve a Fence/Wall Permit if the above Finding No. 1 can be made and either:

- 4) Denial would constitute an unreasonable invasion of the privacy of the occupants of the applicant's property and there is no method by which the property owner can create such privacy through some other means permitted by the Development Code that would not significantly impair a view from a viewing area of another parcel; OR
- 5) Denial would prevent compliance with the swimming pool fencing requirements contained in Section 17.76.030.F.3 of the Development Code and there is no reasonable method to comply that would not significantly impair a view from the viewing area of another property.

The processing time for a formal Fence/Wall Permit typically takes 1 to 2 months depending on the accuracy and completeness of the information submitted to the City and the ability to conduct the required site visits.



City of Torrance, Community Development Department Michelle G. Ramirez, Director
 3031 Torrance Blvd., Torrance, CA 90503 (310) 618-5990 Fax: (310) 618-5829
Schedule of Fees

PERMIT TYPE	BASE FEE	FEE FOR MULTIPLE FILING	NOTIFICATION FEE*	ENGINEERING MAPPING FEE
Conditional Use Permit (CUP) Tier 1	\$5,704	\$2,852	\$439	\$78
Conditional Use Permit (CUP) Tier 2	\$16,283	\$8,141	\$439	\$78
Development Permit (DVP)	\$5,289	\$2,645	\$439	---
Division of Lot (DIV)	\$3,681	\$1,840	\$439	\$78 per lot
Environmental Assessment (EAS)	\$11,213	---	\$439	---
General Plan Amendment (GPA)	\$10,189	\$7,642	\$439	---
Modification of CUP, PRE, PCR, DVP (MOD)	\$5,801	\$2,901	\$439	---
Planned Development (PUD)	\$13,114	\$9,835	\$439	---
Planning Commission Review (PCR)	\$4,631	\$2,316	\$439	\$78
Precise Plan of Development (PRE)	\$5,411	\$2,706	\$439	\$78
Tentative Tract Map (DIV)	\$8,190	\$4,095	\$439	\$78 per lot
Validation Permit (VAL)	\$7,898	---	\$439	---
Variance (VAR)	\$10,871	\$8,153	\$439	---
Waiver (WAV)	\$2,803	\$1,402	\$439	---
Zone Change (ZON)	\$11,749	\$8,812	\$439	---

*Fee plus actual publication and postage costs.

CUP Tier 1: use changes, 7 or fewer residential units, less than 15,000 SF of Commercial or Industrial space

CUP Tier 2: 8 or more residential units, 15,000 SF or greater Commercial or Industrial space

HISTORIC PRESERVATION	FEES
Certificate of Appropriateness - Demolition (HPC)	\$6,591
Certificate of Appropriateness - Extension (HPA)	\$85
Certificate of Appropriateness - Major (HPC)	\$1,365
Certificate of Appropriateness - Minor (HPA)	\$293
Certificate of Demolition	\$6,679
Historic District Designation (HPC)	\$1,475
Historic Landmark Designation (HPC)	\$1,316
Mills Act Application (HPC)	\$1,316
Mills Act Inspection FEE	\$61



City of Torrance, Community Development Department Michelle G. Ramirez, Director
 3031 Torrance Blvd., Torrance, CA 90503 (310) 618-5990 Fax: (310) 618-5829
Schedule of Fees

ADMINISTRATIVE/MISCELLANEOUS PERMITS	FEES
Carnival (EVN)	\$683
Fence Height Exception (FEN)	\$731
Landscape Plan Review Residential (LPR)	\$512
Landscape Plan Review Commercial/Industrial (LPR)	\$841
Minor Development Permit (MDP)	\$951
Minor Hillside Exemption (MHE)	\$341
Minor Modification of CUP, PRE, PCR, DVP (ADM)	\$1,146
Minor Use Permit (MUP)	\$951
Non-Residential Trailer (ADM)	\$683
Parking Lot Sales / Event Permit / Temporary Tent (EVN)	\$341
Short-Term Vacation Rental (STP)	\$225
Special Animal Permit (SAP)	\$128
Time Extension (EXT)	\$488
Title Company Information Request	\$293
View Equity Claim (VEC)	\$619
View Equity Claim Joint Claim (VEC)	\$309
View Equity Claim Notification (VEC)	\$89
View Equity Claim Joint Claim Notification (VEC)	\$44
View Equity Claim Consultant Deposit (VEC)	\$1,000
Wireless Telcom Facility (WTC)	\$3,621**
Wireless Telcom Facility (WTC) (Telecom. Commission)	\$4,583**
Wireless Telcom Facility (WTC) Consultant Review Deposit	\$4,000
Zoning Letter/Basic Zoning	\$317
Zoning Letter/Rebuild Letter/Entitlement History Research	\$488

**Fee plus actual consulting costs.

CITY OF TORRANCE
BUILDING VALUATION

FEES EFFECTIVE JULY 1, 2021 TO JUNE 30, 2022

Type V, New Residence/Additions	@	\$	138.79	Per S.F.
Garages	@	\$	53.83	Per S.F.
Carports	@	\$	22.58	Per S.F.
Patios	@	\$	13.81	Per S.F.
Decks	@	\$	13.81	Per S.F.
Residential Remodel	@	\$	67.14	Per S.F.
Chain Link/Wood Fence	@	\$	10.45	Per L.F.
Pools and Spas (Minimum)	@	\$	61.73	Per S.F.

Block Wall - 1'	@	\$	5.28	Per L.F.
Block Wall - 2'	@	\$	10.21	Per L.F.
Block Wall - 3'	@	\$	13.21	Per L.F.
Block Wall - 4'	@	\$	20.42	Per L.F.
Block Wall - 5'	@	\$	23.18	Per L.F.
Block Wall - 6'	@	\$	26.42	Per L.F.
Block Wall - 7'	@	\$	29.30	Per L.F.
Block Wall - 8'	@	\$	32.43	Per L.F.

Retaining Block Wall - 1'	@	\$	6.00	Per L.F.
Retaining Block Wall - 2'	@	\$	13.09	Per L.F.
Retaining Block Wall - 3'	@	\$	16.21	Per L.F.
Retaining Block Wall - 4'	@	\$	26.42	Per L.F.
Retaining Block Wall - 5'	@	\$	29.42	Per L.F.
Retaining Block Wall - 6'	@	\$	32.43	Per L.F.
Retaining Block Wall - 7'	@	\$	35.43	Per L.F.
Retaining Block Wall - 8'	@	\$	38.31	Per L.F.

PLANNING FEES

Permit Types	Fee Amount
Verification, research and certification	
Research fee	\$56.00
Rebuild/Zoning Verif. Letter	\$167.00
Site Plan Review (SPR)	
Preliminary Site Plan Review	\$264.00
SPR Application - Valuation up to \$5 Million	\$500 + 1% of valuation (Amount \$5 million or under)
SPR Application - Valuation over \$5 Million	\$50,500 + 0.1% of valuation (Amount over \$5 million)
SPR Appeal	\$370.00
Over the Counter Review (no application)	no fee
Design Review	
Application	\$833.00
Appeal	\$389.00
Special Use Permit*	
Application	\$1,666.00
Amendment	\$833.00
Appeal	\$942.00
Zone Variance	
Application	\$1,158.00
Amendment	\$555.00
Appeal	\$389.00
Zone Adjustment	
Application	\$867.00
Appeal	\$389.00
Sign Adjustment	
Application	\$803.00
Appeal	\$374.00
Subdivisions	
Tentative Parcel Map (TPM)	\$1,111.00
Engineering-TPM	\$444.00
Final Parcel Map (FPM)	\$833.00
Engineering-FPM	\$500.00
Tentative Tract Map (TTM)	\$3,888 + \$63/lot; \$21/condo
Final Tract Map (FTM)	\$1,944 + \$31/lot; \$10.50/condo
Engineering-TTM	\$667 + \$42/lot unit
Engineering-FTM	\$444 + \$32/lot unit
Map Revision	\$277.00

* For Condominium Conversion, please see Chapter 9, Article 10 of the Inglewood Municipal Code

Last Updated: 09/16/2021

PLANNING FEES

Permit Types	Fee Amount
General Plan Amendment	
Application	\$16,495.00
Amendment	\$2,777.00
Change of Zone Classification	
Application	\$11,810.00
Amendment	\$1,388.00
Zoning Code Amendment	
Application	\$11,736.00
Amendment	\$1,944.00
Environmental Processing	
Notice of Exemption	\$194.00
Notice of Exemption Review	\$83.00
Negative Declaration	\$1,666.00
Negative Declaration Review	\$667.00
Mitigated Negative Declaration Preparation	\$2,418.00
Mitigated Negative Declaration Review	\$888.00
EIR Review	\$12,970.00
Large Family Daycare	
Application	\$437.00
Appeal	\$277.00
Minor Modification Permit	
Application	\$277.00
Vested Structure Determination	
Application	\$277.00
Fence Permit	
Single Family	\$56.00
Multi-family or Commercial	\$139.00
Sign Permits	
Sign Permit Application	\$108.00 + 1% of valuation
Temporary Banner Permit	\$54.00
Billboard Cost of Service Fee	\$8,684.00
Property Owners List and Hearing Notification	
Processing fee	\$555.00

* For Condominium Conversion, please see Chapter 9, Article 10 of the Inglewood Municipal Code

Last Updated: 09/16/2021

PLANNING FEES

Permit Types	Fee Amount
Park Land Dedication fee, etc.	
Appeal	\$389.00
C-R Zone	
Planning Commission Review	\$389.00
Signage Design Review	\$555 + 1% of valuation
Home Occupation	
Application	\$56.00
Appeal	\$389.00
Recycling Facility Permit	
Recycling Facility Permit	\$750.00
Miscellaneous	
Planning Commission Review (Misc.)	\$833.00
Fee for Work/Land Use without a Planning permit	Permit fee + 25% Permit fee
General Plan Maintenance Fee	2.5% of Building Permit fee

* For Condominium Conversion, please see Chapter 9, Article 10 of the Inglewood Municipal Code

Last Updated: 09/16/2021

CITY OF INGLEWOOD BUILDING SAFETY FEES

Fee Types / Names		Unit Fee or Fee Calculation Methodology	Fee
Plan Check Fee for Model Buildings Beyond the Initial Model Buildings		60% of the regular plan check fee	60% of the regular plan check fee
Plan Maintenance Fee		2% of Building Permit Fee with a max of \$300.	2% of Building Permit Fee with a max of \$300.
Energy Plan Check Fee		5% of Building Permit Fee with a max of \$2000.	5% of Building Permit Fee with a max of \$2000.
Green Plan Check		5% of Building Permit Fee with a maximum of \$2000	5% of Building Permit Fee with a maximum of \$2000
Accessibility Plan Check		5% of Building Permit Fee with a maximum of \$2000	5% of Building Permit Fee with a maximum of \$2000
Additional Plan Reviews Required by Change, Additions, Revisions or After 3rd Plan Review		per hour, minimum one hour	\$171
Percent for the Arts Program		1% of valuation	1% of valuation
Percent of the Arts Fee (Valuation > \$250,000 Non-Residential Occupancies)			
Miscellaneous Items Permit Fees			
Masonry/Concrete Retaining Wall, up to 6 ft. high		Linear Foot	\$105
Masonry Concrete Wall, up to 8 ft. high (above retaining; if any [in addition to retaining wall fee])		Linear Foot	\$100
Wood/Chain Link Material or Other Similar Material		Linear Foot	\$24
Fire Sprinklers - Residential		Square Foot	\$2
Fire Sprinklers - Commercial		Square Foot	\$2
Fire Sprinkler Relocation		25% of New Installation	25% of New Installation
Pre-fabricated Fireplace		each	\$5,985
Masonry Fireplace		each	\$6,195
Wall Partitions (Commercial, Interior)		Linear Foot	\$46
Wall Partitions (Residential, Interior)		Linear Foot	\$39
Open (Unenclosed) Patio Cover (Wood or Prefabricated)		Square Foot	\$32
Enclosed Patio Cover (Wood or Prefabricated)		Square Foot	\$45
Stucco (For Color Coat Only, New Windows are Extra) Per sq. ft. of gross Wall Area		Square Foot	\$4
Window Replacement (Same Size) [Plus Stucco Fee, if Applicable]		each	\$525
Sliding Glass Door Replacement (Same Size) [Plus Stucco Fee, if Applicable]		each	\$1,575
Remodel Kitchen		Square Foot	\$116
Remodel Bath		Square Foot	\$63
Reroofing Asphalt Shingles or Composition Shingles		Square Foot	\$4
Reroofing Built-up, Hot Mop or Torch Down		Square Foot	\$3
Reroofing Tile		Square Foot	\$7
Add 1/2" plywood or OSB sheathing		Square Foot	\$2
Skylight		Square Foot	\$83
Spa or Hot Tub (Pre-Fabricated)		4 foot diameter, each	\$4,725
Spa or Hot Tub (Pre-Fabricated)		6 foot diameter, each	\$6,930
Spa or Hot Tub (Pre-Fabricated)		8 foot diameter, each	\$9,450
Spa or Hot Tub (Cast-in-Place)		Each	\$11,550

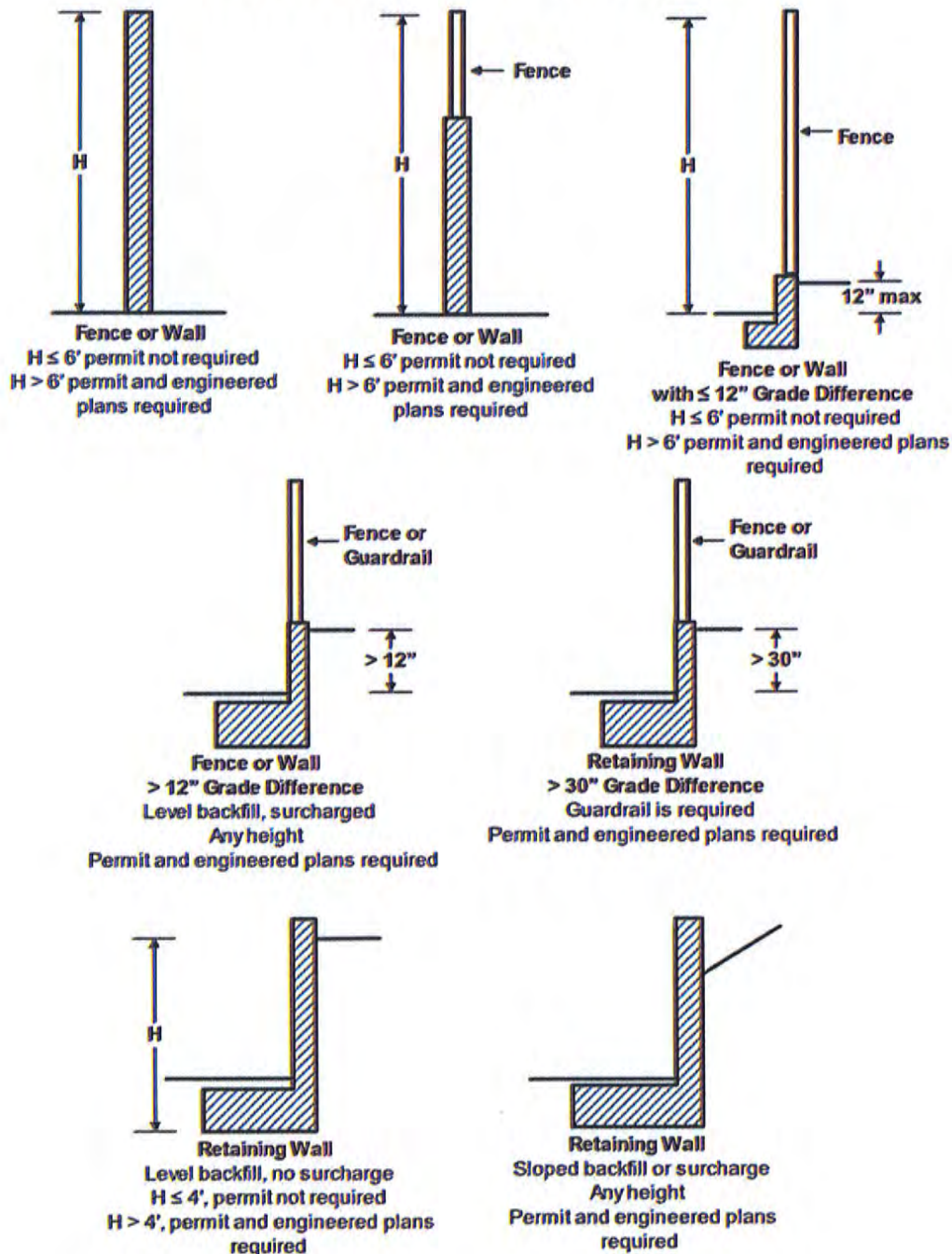


City of Manhattan Beach

Community Development Department

1400 Highland Avenue, Manhattan Beach, CA 90266
 Phone: (310) 802-5500 FAX: (310) 802-5501 TDD: (310) 546-3501

Fence and Wall Guidelines



Code References: CBC 105.2, CRC R404.4, CRC R312, MBMC 9.01.030
 Refer to Planning Division handout for allowable fence heights.

Updated 11/7/18

Visit the City of Manhattan Beach web site at www.citymb.info

92.13.1 RESIDENTIAL PURPOSES.

(Amended by O-2437)

The following provisions shall apply to all land used for residential purposes:

- a) No fence or wall three (3) feet or greater in height shall be constructed without first obtaining a building permit therefor.
- b) No metal fence or metal wall shall be permitted except when constructed of chain link, open smooth wire, ornamental wrought iron, decorative metal beams or decorative panels.
- c) No barbed wire is permitted.
- d) No fence shall be constructed which is charged or chargeable with electricity.
- e) Height limit:
 - 1) Front yard area;

Any fence, wall or hedge within the required setback area of any lot shall not exceed a height of four (4) feet nor shall be constructed of materials other than decorative material compatible with the residential structure and the scheme of the general neighborhood, explicitly excluding the use of chain link, chicken wire, hog wire and fiberglass. However, if all the following conditions are met, a fence, wall or hedge up to six (6) feet in height may be constructed in the front setback:

- A) That no portion of said fence or wall shall project nearer than ten (10) feet to the front property line except where the average front setback in a block is less than twenty (20) feet, then it shall be allowed to project no nearer than five (5) feet to the front property line. That no portion of said fence or wall shall project into a triangle, the base of which coincides with the front property line of the subject and/or adjacent property, the apex of said triangle being 90 degrees and located along a perpendicular line extending twenty (20) feet from the front property line along the centerline of the right-most driveway lane.
- B) That permanent landscaping shall be provided between fence or wall and the front property line and a permanent irrigation system be provided for all landscaping including parkways and street trees.

2) Side Yard Area:

Any fence, or wall within the required side yard setback area of any lot shall not exceed a height of six (6) feet, except that, the Planning Director, may permit a greater height, not to exceed eight (8) feet, for that portion of yard to the rear of the front forty (40) feet upon a determination that a greater height will not be detrimental to the public welfare or to abutting property and that greater height is necessary for one (1) or more of the following reasons:

- A) Enclosure of a private swimming pool or outdoor recreation area;
- B) Rear yard areas abutting commercial or multiple residential uses;
- C) Capping of a six (6) foot fence with less than an eight (8) inch cap or decoration;
- D) Fences constructed on terrain with a grade difference of one (1) foot fall in five (5) linear feet.

3) Rear yard area:

Any fence, or wall within the required rear yard setback area of any lot shall not exceed a height of six (6) feet, except that the Planning Director, may permit a greater height not to exceed eight (8) feet, upon a determination that the standards for an exception, established in Section 92.13.1. e-2) are satisfied.

4) Notice and appeal:

A) Upon receipt of an application for an exception to the side yard or rear yard area fence or wall height units, the Planning Director shall notify by mail the owner of any property which immediately abuts the fence or wall indicated on the application, that there is an application on file with the Planning Department and that the abutting property owner has ten (10) days in which to protest the application either in writing or in person;

B) If any protest is made against the application or the Planning Director grants the application or the Planning Director denies the application or grants the application with conditions, the Planning Director shall notify the protesting property owner or the applicant, as the case may be, of his decision and of the right to appeal;

C) Any property owner who has made a protest to the Planning Director, or applicant whose application has been denied or granted with conditions and who is not satisfied with the decision of the Planning Director may file an appeal with the Planning Commission. Any such appeal must be filed within twenty-one (21) days after notice of the decision of the Planning Director has been mailed and must be accompanied by a fee of one-half (1/2) the application fee provided in Section 99.1.12. of this Code.

D) The decision of the Planning Commission may be appealed to the City Council as provided in Article 5, Division 1 of this Code.

f) **Swimming Pool Enclosures:** A fence or wall shall be constructed to a minimum height of five (5) feet above adjacent property elevations in such a manner as to completely enclose any swimming pool or other body of water which, at any point, reaches a depth of twelve (12) or more inches. The wall of a building may be considered part of such wall. Such wall or fence surrounding a swimming pool or other body of water shall have no openings greater than four (4) inches in width nor less than two (2) feet in height, shall not be a ladder-like design, and shall be constructed of a material and design to prevent any access thereto except by a self-closing, self-latching gate upon which a latch is located at least four (4) feet six (6) inches above the bottom of the gate.

g) **Retaining Walls:** That portion of a wall which retains an earth bank and provides internal support to a grade shall not be considered as contributing to the permissible overall height of a fence or wall when constructed within the rear yard or interior side yard setback area, provided however:

1) That no retaining wall shall be constructed which exceeds five (5) feet in height. If the grade to be retained exceeds five (5) feet, additional retaining walls may be constructed at higher elevations provided a planter area not less than two (2) feet in width is constructed between said retaining walls and is landscaped.

2) That any retaining wall which exceeds three (3) feet in height must be topped by a wall or fence not less than three (3) feet in height unless the retaining wall is one of the lower of a series of retaining walls as described above.



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

DATE: May 2, 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.