



CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260

Phone (310) 973-3200 – www.lawndalecity.org

AGENDA OF THE LAWDALE CITY COUNCIL REGULAR MEETING LAWDALE PUBLIC FINANCING AUTHORITY REGULAR MEETING

Monday, September 18, 2023 - 6:30 p.m.

Lawndale City Hall Council Chamber
14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

How to observe the Meeting:

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

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

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

A. **CALL TO ORDER AND ROLL CALL**

B. **CEREMONIALS** (Flag Salute and Inspiration)

C. **PRESENTATION**

1. **Recognition of Candidate Nomination Finalist for the 2023 California Joint Powers Insurance Authority Capstone Award**

Presentation of Certificate of Commendation to Deputy City Manager/ Director of Human Resources Raylette Felton for her outstanding contributions and achievement in Risk Management resulting in her Candidate Nomination as a Finalist for the 2023 California Joint Powers Insurance Authority Capstone Award.

D. **PUBLIC SAFETY REPORT**

- a. Los Angeles County Sheriff's Department Update
- b. Los Angeles County Fire Department Update

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 2 through 7 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

2. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

Recommendation: that the City Council approve.

3. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2309-036 authorizing the payment of certain claims and demands in the amount of \$1,496,722.51.

4. Minutes of the Lawndale City Council Regular Meeting, August 21, 2023

Recommendation: that the City Council approve.

5. Consideration of Claims for Damage against the City

Recommendation: that the City Council reject the claim filed by Maria Villegas and instruct staff to process the appropriate correspondence to the claimant.

6. Disposal of Surplus Property

Recommendation: that the City Council approve the auctioning of City surplus property, specifically the 2011 Ford El Dorado Transit Bus, by Ken Potter Auctions located in Carson, California to the highest bidder.

7. Installation of Bus Mobile Validators for City Transportation Service

Recommendation: that the City Council 1.) approve the installation costs for installation of three pre-owned Bus Mobile Validators for the three-contractor owned Lawndale Beat Fixed-route Transportation vehicles in the amount of \$4,971.99 to be paid to Cubic Transportation Services, Inc.; or 2.) provide further direction.

LAWNDALE PUBLIC FINANCING AUTHORITY

8. Annual Accounting of Lawndale Public Financing Authority Financial Activities

Recommendation: that the Board of the Lawndale Public Financing Authority receive and file the annual accounting of financial activities.

9. Minutes of the Lawndale Public Financing Authority Annual Meeting – November 7, 2022

Recommendation: that the City Council approve.

CITY COUNCIL

H. ADMINISTRATION

10. Replacement of Community Center Kitchen Appliances

Recommendation: that the City Council approve the total cost of \$11,869.52 to purchase one Traulsen Reach-In Side-by-Side Freezer, Model Number G22010-32 and one Traulsen Reach-in Refrigerator, Model Number G100010-032 using American Rescue Plan Act (ARPA) dollars.

11. Appropriate Funds for the Removal and Replacement of Diseased Palm Trees on the east Manhattan Beach Boulevard City Median and Award Construction Services Contract to Moon Valley Nurseries.

Recommendation: that the City Council authorize the funding of \$106,049.87 for the removal and replacement of the palm trees within the west median at Manhattan Beach Boulevard and Prairie Avenue intersection. Staff also recommends that the City Council award a construction services contract in the amount of \$106,049.87 to the lowest bidder, Moon Valley Nursery, for the removal of the existing two palm trees, and planting of three (3) new date palms.

12. Notice of Completion for the City Hall and Public Works Department Roof Replacement Project

Recommendation: that the City Council 1.) Accept the project completion by ERC Roofing & Waterproofing, Inc. for the City Hall and Public Works Department Roof Replacement Project; 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the City Hall and Public Works Department Roof Replacement Project; and 3.) Authorize staff to release the retention in the amount of \$23,028.29 for the City Hall and Public Works Department Roof Replacement Project.

13. Notice of Completion - FY 2021/22 Citywide Sign Replacement Project, Project No. 2022-12

Recommendation: that the City Council 1.) Accept the project completion by Superior Pavement Markings, Inc, for the FY 2021/22 Citywide Sign Replacement Project; 2) Authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2021/22 Citywide Sign Replacement Project; and 3.) Authorize staff to release 5% retention in the amount of \$48,093.47 for the FY 2021/22 Citywide Sign Replacement Project.

14. Consideration of Senate Bill 329 – Regarding City Council Compensation

Recommendation: that the City Council 1) review and discuss this report regarding Senate Bill 329 and city council salaries; and 2) provide direction to the City Manager and staff regarding any potential amendments to the City ordinances pursuant to Senate 122 Bill 329, if any.

15. Appropriate funding to Retrofit Public Works Safety Vehicles

Recommendation: that the City Council authorize the funding in the amount of \$10,000 to retrofit four vehicles with safety equipment.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

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

K. CLOSED SESSION

17. 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.

18. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), because there is significant exposure to litigation in one (1) case. Facts unknown to the potential plaintiff.

L. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, October 2, 2023, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on September 18, 2023, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Hall

Yvette Hall, Assistant City Clerk

Presentation

September 18, 2023

City Council Meeting

Raylette Felton

Deputy City Manager/Director of Human Resources

CJPIA Capstone Award for Risk Management Finalist

Ms. Felton is the City of Lawndale's Deputy City Manager and Director of Human Resources. She is second in command, reporting to the City Manager and working daily with the City's Department Directors.

In April 2023, Lawndale City Manager Sean Moore nominated Raylette Felton as a candidate for the CJPIA Capstone Award for Risk Management.

The Capstone Award is presented annually to an individual at a member agency who best exemplifies the practice of risk management by supporting risk management efforts, coordinating risk management goals and programs, and mitigating risk exposures for their agency.

A team from the California JPIA filmed a video series spotlighting the candidates, including Ms. Felton. The Nominees judged to be most worthy of recognition were selected as finalists and invited to the Authority's Risk Management Forum this past August where the videos were shown.

The City of Lawndale is proud to announce that Raylette Felton, after her selection as a nominee, was then chosen as a finalist for the CJPIA Capstone Award. Ms. Felton's work in reducing and mitigating the City's risk exposure is recognized by this annual award from the CJPIA.

On behalf of the Lawndale City Council, we are pleased and honored to present this Certificate of Commendation to Ms. Felton recognizing her outstanding work among her colleagues in the field of risk management, and her being selected as a Finalist for the CJPIA Capstone Award.

Congratulations from all of us on the Lawndale City Council on a job very well done!

Certificate of Commendation

Presented To

Raylette Felton

City of Lawndale Deputy City Manager/Director of Human Resources

2023 CJPIA CAPSTONE AWARD FINALIST

In Recognition of your Outstanding Contributions and Achievement in Risk Management resulting in your Candidate Nomination and further selection as a Finalist for the 2023 California Joint Powers Insurance Authority Capstone Award

Mayor Robert Pullen-Miles

Mayor Pro Tem Sirley Cuevas

Councilmember Bernadette Suarez



Councilmember Pat Kearney

Councilmember Rhonda Hofmann Gorman

Presented by the Lawndale City Council
September 18, 2023



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

DATE: September 18, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk
SUBJECT: Motion Pertaining to the Reading of Ordinances

A handwritten signature in blue ink, appearing to be "YH", located next to the subject line.

BACKGROUND

California Government Code reads, in part, as follows:

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

RECOMMENDATION

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

RESOLUTION NO. CC-2309-036

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$1,496,722.51

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

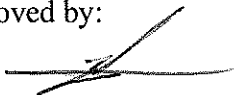
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 204768 through 204880
for the aggregate total of \$1,496,722.51 are hereby authorized.

Effective Date: September 18th, 2023

Approved by:



Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 18th day of September 2023.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2309-036 at a regular meeting of said Council held on the 18th day of September 2023, by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
8/17/2023	204768		204795	195,533.14
8/17/2023	204796		204801	30,869.20
8/24/2023	204802		204822	454,278.66
8/31/2023	204823		204844	102,112.13
8/31/2023	204845		204852	17,388.16
9/7/2023	204853		204880	696,541.22
Total Checks				1,496,722.51

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			1,496,722.51

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 08/16/2023

Time: 6:41 pm

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204768	08/17/2023	Printed		6369	AM-TEC TOTAL SECURITY INC.	SERVICE CALL FOR CITY HALL	150.00
204769	08/17/2023	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL-	50.00
204770	08/17/2023	Printed		8174	DANIELLE BUSH	CLASS FEE REFUND	93.00
204771	08/17/2023	Printed		0158	CALIFORNIA JPIA	2023/24 POLLUTION LIABILITY	2,530.00
204772	08/17/2023	Printed		1105	CDW GOVERNMENT, INC.	PRINTER FOR CSD FRONT DESK	373.95
204773	08/17/2023	Printed		0615	CLEANSTREET, LLC	CITY-WIDE STREET SWEEPING	18,243.50
204774	08/17/2023	Printed		7577	DE NOVO PLANNING GROUP	GENERAL PLAN & SPECIFIC PLAN	71,662.75
204775	08/17/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	2,004.20
204776	08/17/2023	Printed		7761	GOVINVEST INC	FY2023 GASB 75 VALUATION FEE	1,900.00
204777	08/17/2023	Printed		8043	MARCELINA HERNANDEZ	PLANNING DEPOSIT REFUND	1,446.97
204778	08/17/2023	Printed		8031	MOMAR, INC.	GRAFFITI PAINT HARDENER	544.83
204779	08/17/2023	Printed		8175	CANDELARIA PANTOJA	CLASS FEE REFUND	95.00
204780	08/17/2023	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	506.27
204781	08/17/2023	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - JULY 2023	1,246.13
204782	08/17/2023	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	528.59
204783	08/17/2023	Printed		8173	ELIZABETH SANCHEZ	PLANNING DEPOSIT REFUND	433.75
204784	08/17/2023	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	28,436.25
204785	08/17/2023	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE-	848.33
204786	08/17/2023	Printed		6349	STEAMX, LLC	PRESSURE WASHER REPAIR PARTS	366.24
204787	08/17/2023	Printed		0849	THE SAFEMART OF SO CAL INC	PADLOCK FOR RUDOLPH PARK	729.86
204788	08/17/2023	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	51,353.21
204789	08/17/2023	Printed		8121	TRAVEL SERVERS INC.	DEPOSIT - TRAVEL CLUB - GOLDEN	250.00
204790	08/17/2023	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	2,535.34
204791	08/17/2023	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	4,990.84
204792	08/17/2023	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	140.81
204793	08/17/2023	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
204794	08/17/2023	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE	4,008.30
204795	08/17/2023	Printed		6649	ERIC YANES	CLASS FEE REFUND	40.00
Total Checks: 28						Checks Total (excluding void checks):	195,533.14
Total Payments: 28						Bank Total (excluding void checks):	195,533.14
Total Payments: 28						Grand Total (excluding void checks):	195,533.14

Check Register Report

Date: 08/17/2023

Time: 10:46 am

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204796	08/17/2023	Printed		0158	CALIFORNIA JPIA	ADA SURVEY/INSPECTION &	11,000.00
204797	08/17/2023	Printed		7991	INTERWEST CONSULTING GROUP INC	CONSTRUCTION INSPECTION	1,320.00
204798	08/17/2023	Printed		7575	ROGERS, ANDERSON, MALODY &	AUDIT SERVICES FY 2022-23	8,500.00
204799	08/17/2023	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	8,100.00
204800	08/17/2023	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - JUNE 2023	136.00
204801	08/17/2023	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	1,813.20
				Total Checks: 6		Checks Total (excluding void checks):	30,869.20
				Total Payments: 6		Bank Total (excluding void checks):	30,869.20
				Total Payments: 6		Grand Total (excluding void checks):	30,869.20

Check Register Report

Date: 08/23/2023

Time: 6:17 pm

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204802	08/24/2023	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,060.00
204803	08/24/2023	Printed		2207	ASAP SIGN & BANNER, LLC	2023 BLUE FESTIVAL - LETTERING	240.00
204804	08/24/2023	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	1,378.47
204805	08/24/2023	Printed		0158	CALIFORNIA JPIA	2023/24 LIABILITY/WORKERS COMP	423,708.00
204806	08/24/2023	Printed		7765	COBURN ROOFING CO	CONS & DEMO DEPOSIT REFUND	714.00
204807	08/24/2023	Printed		7438	DEPARTMENT OF PUBLIC HEALTH	JANE ADAMS WADING POOL	274.00
204808	08/24/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	225.96
204809	08/24/2023	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	14,838.14
204810	08/24/2023	Printed		4639	INSIGHT PUBLIC SECTOR INC	CANON PRINTER FOR CSD FRONT	816.41
204811	08/24/2023	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES- GYMNASTICS	1,295.00
204812	08/24/2023	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
204813	08/24/2023	Printed		8106	KENNETH MILLER	PRSSC MEETING STIPEND	50.00
204814	08/24/2023	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	2,001.51
204815	08/24/2023	Printed		1140	PACIFIC TIRE SERVICE	4 NEW TIRES FOR VEH#510	880.00
204816	08/24/2023	Printed		0411	ROBERT PULLEN-MILES	MEAL ADVANCE - CJPIA RISK	110.00
204817	08/24/2023	Printed		7906	RKA CONSULTING GROUP	SIGN REPLACEMENT PROJ 21/22	3,380.00
204818	08/24/2023	Printed		1071	SHOETERIA INC.	WORK BOOTS FOR PWD CREW	1,345.79
204819	08/24/2023	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	76.78
204820	08/24/2023	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - FIRE CODE UPDATE	1,681.32
204821	08/24/2023	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
204822	08/24/2023	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
Total Checks: 21							Checks Total (excluding void checks): 454,278.66
Total Payments: 21							Bank Total (excluding void checks): 454,278.66
Total Payments: 21							Grand Total (excluding void checks): 454,278.66

Check Register Report

Date: 08/30/2023
 Time: 3:35 pm
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204823	08/31/2023	Printed		2207	ASAP SIGN & BANNER, LLC	CARBONLESS FORMS FOR BULKY	294.37
204824	08/31/2023	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JULY 2023	39,886.62
204825	08/31/2023	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES - MARTIAL ARTS	3,064.00
204826	08/31/2023	Printed		7971	EAN SERVICES, LLC	CAR RENTALS- JULY 4TH FIREWORK	1,096.25
204827	08/31/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - ROGER	224.12
204828	08/31/2023	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE FOR PWD	92.38
204829	08/31/2023	Printed		7786	THINH DUC HOANG	CONS & DEMO DEPOSIT REFUND	6,050.00
204830	08/31/2023	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	34,757.37
204831	08/31/2023	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
204832	08/31/2023	Printed		1140	PACIFIC TIRE SERVICE	FRONT BRAKE REPLACEMENT -	520.00
204833	08/31/2023	Printed		8157	SALVADOR PASTRANO	CONS & DEMO DEPOSIT REFUND	1,230.00
204834	08/31/2023	Printed		5216	POWERSTRIDE BATTERY	FIRE ALARM BATTERIES -	66.15
204835	08/31/2023	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	100.00
204836	08/31/2023	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
204837	08/31/2023	Printed		8178	LORENA RUIZ	CONS & DEMO DEPOSIT REFUND	105.00
204838	08/31/2023	Printed		1071	SHOETERIA INC.	WORK BOOTS FOR PWD CREW	794.66
204839	08/31/2023	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	100.00
204840	08/31/2023	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	100.00
204841	08/31/2023	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	7,200.00
204842	08/31/2023	Printed		0849	THE SAFEMART OF SO CAL INC	A BOX OF LOCKS	154.35
204843	08/31/2023	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	4,320.00
204844	08/31/2023	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	100.00
				Total Checks: 22			Checks Total (excluding void checks): 102,112.13
				Total Payments: 22			Bank Total (excluding void checks): 102,112.13
				Total Payments: 22			Grand Total (excluding void checks): 102,112.13

Check Register Report

Date: 08/31/2023

Time: 10:35 am

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204845	08/31/2023	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES - JAN. 2023	3,260.90
204846	08/31/2023	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE THRU	11,796.57
204847	08/31/2023	Printed		5273	HUNT ENTERPRISES INC	PLANNING DEPOSIT REFUND	782.50
204848	08/31/2023	Printed		0338	MANERI SIGN COMPANY	STREET SIGNS	81.57
204849	08/31/2023	Printed		8179	GERALD MCALEVEY	BL23-000195 REFUND	148.00
204850	08/31/2023	Printed		7402	SEAN MOORE	APA CONFERENCE - PARKING REIMB	32.00
204851	08/31/2023	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - CONDUCT AT CC	334.20
204852	08/31/2023	Printed		3062A	UNITED RENTALS (N.A.) INC.	PROPANE TANK REFILL	952.42
				Total Checks: 8			Checks Total (excluding void checks): 17,388.16
				Total Payments: 8			Bank Total (excluding void checks): 17,388.16
				Total Payments: 8			Grand Total (excluding void checks): 17,388.16

Check Register Report

Date: 09/07/2023

Time: 9:47 am

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204853	09/07/2023	Printed		6369	AM-TEC TOTAL SECURITY INC.	REPLACE FIRE ALARM PULL DOWN	1,567.99
204854	09/07/2023	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,119.75
204855	09/07/2023	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	1,450.00
204856	09/07/2023	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	3,110.00
204857	09/07/2023	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,837.22
204858	09/07/2023	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	SEPT 2023-INS PRE-TAX/POST TAX	2,530.92
204859	09/07/2023	Printed		0216	DELTA DENTAL	SEPT 2023 DENTAL PREMIUM	1,907.92
204860	09/07/2023	Printed		0389	DELTA DENTAL INS	SEPT 2023 DENTAL PREMIUM	235.02
204861	09/07/2023	Printed		8176	ELYSIAN ARTS AND EVENTS, LLC	INSTRUCTOR FEES- DANCE CLASSES	2,790.00
204862	09/07/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - HOPPER PARK	100.35
204863	09/07/2023	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	131.45
204864	09/07/2023	Printed		5180	HARRIS COMPUTER SYSTEMS	ANNUAL CITYVIEW SOFTWARE &	24,217.05
204865	09/07/2023	Printed		8150	HEALTH AND HUMAN RESOURCE	SEPT. 2023 EMPLOYEE ASSIST	72.90
204866	09/07/2023	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES- GYMNASTICS	1,240.00
204867	09/07/2023	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	607,417.95
204868	09/07/2023	Printed		0308	LOS ANGELES COUNTY	SPECIAL EVENT - JULY 4TH	19,119.48
204869	09/07/2023	Printed		0338	MANERI SIGN COMPANY	STREET SIGN	28.98
204870	09/07/2023	Printed		1140	PACIFIC TIRE SERVICE	4 NEW TIRES VEH#507	830.00
204871	09/07/2023	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	34.98
204872	09/07/2023	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	536.06
204873	09/07/2023	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - JULY 2023	142.00
204874	09/07/2023	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,646.65
204875	09/07/2023	Printed		8181	TRIO COMMUNITY MEALS	MEALS ON WHEELS	159.66
204876	09/07/2023	Printed		4444	TYLER TECHNOLOGIES INC	ACCOUNTING SOFTWARE MAINT SVCS	8,970.57
204877	09/07/2023	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	862.36
204878	09/07/2023	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	880.43
204879	09/07/2023	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM SEPT. 2023	1,023.63
204880	09/07/2023	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	575.92

Total Checks: 28

Checks Total (excluding void checks): 696,541.22

Total Payments: 28

Bank Total (excluding void checks): 696,541.22

Total Payments: 28

Grand Total (excluding void checks): 696,541.22

**DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
August 21, 2023**

A. CALL TO ORDER AND ROLL CALL

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

Councilmembers Present: Mayor Robert Pullen-Miles, Councilmember Rhonda Hofmann Gorman, Councilmember Bernadette Suarez

Councilmembers Absent: Mayor Pro Tem Sirley Cuevas, Councilmember Pat Kearney

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

B. CEREMONIALS

Councilmember Suarez led the flag salute. Lead Pastor Eddie Vargas, of Restoration Life Church, provided the inspiration.

C. PRESENTATION

1. Retirement Recognition

Presentation of Plaque to Sergeant Sandy Nitz of the Los Angeles County Sheriff's Department for 35 years of service.

Mayor Pullen-Miles presented the Plaque to Sergeant Sandy Nitz of the Los Angeles County Sheriff's Department for 35 years of service.

D. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Sergeant Smith summarized the recent law enforcement activities.

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

Dee, Resident, commented on the City's Public Works Department running out of sandbags and stated that the City should be better prepared for a rainstorm.

Randall Abram, Resident, commented on the illegal fireworks citations issued, Grand Jury report on fireworks in Orange County, and that he would like the City to discuss a moratorium on fireworks.

Monica Padilla, Resident, commented on the illegal fireworks citation she received as the property owner and that she does not agree with the dispute process of paying the bail amount prior to receiving an appeal hearing. She noted that per the ordinance, the citation would be issued to the person lighting the illegal fireworks; however, in her case, she was mailed the citation.

Deena Sopko, Resident, commented on local business, Rusher Air Conditioning, who donated to the Maui disaster, the upcoming Blues Festival and Car Show, and inquired about an incident that occurred on the Interstate 405 freeway off-ramp.

F. COMMENTS FROM COUNCIL

Councilmember Hofmann Gorman inquired about the sandbags supply, illegal fireworks citations, and the incident on the Interstate 405 freeway off-ramp. Councilmember Hofmann Gorman thanked the Lawndale business for going above and beyond by donating to the fire disaster in Maui.

Public Works Director Reis responded that they will plan to have more sandbags next time there is a major storm event.

City Manager Moore commented that Municipal Services Department staff will address questions from residents about the illegal fireworks citations and that the appeal process is treated the same as other citations in regard to paying the bail amount before the appeal hearing.

Sergeant Smith stated that the investigation concerning the Interstate 405 freeway off-ramp incident is on-going; therefore, no further comment can be made.

Councilmember Suarez thanked everyone that attended tonight's meeting and recommended the City have a contingency plan for additional sandbags when the City runs out. She would like to know how the illegal fireworks citation monies are being spent and is interested in a report on the status of the citations.

City Manager Moore commented that the illegal fireworks citation monies will be utilized on City outreach programs, City signs, additional deputies, and other community resources.

Mayor Pullen-Miles thanked all speakers, commented on making additional sandbags available, illegal fireworks citations and bail amounts, and thanked Rusher Air Conditioning for their donations to the Maui disaster. Mayor Pullen-Miles suggested that a thank you letter be sent to Rusher Air Conditioning.

G. CONSENT CALENDAR

2. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**

Recommendation: that the City Council approve.

3. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2308-035 authorizing the payment of certain claims and demands in the amount of \$930,508.90.

4. **Minutes of the Lawndale City Council Regular Meeting, August 7, 2023**
Recommendation: that the City Council approve.
5. **South Bay Workforce Investment Board Quarterly Summary Report**
Recommendation: that the City Council receive and file.
6. **Second Reading and Adoption of Ordinance No. 1202-23 for the allowance of residents to keep chickens, hens, and/or fowl in residential areas**
Recommendation: that the City Council waive further reading and adopt Ordinance No. 1202-23 which allows residents to keep chickens, hens, and/or fowl so long as they meet standards and practices set forth by the Los Angeles County Health and Safety Code.
7. **Amendment to extend the Service Agreement with Interwest Consulting Group for the FY 2021-22 Annual Street Improvements Project**
Recommendation: that the City Council approve the six-month contract extension with Interwest Consulting Group for Construction Management and Inspection Services for the FY 2021-22 Annual Street Improvement Project.
8. **Grant Agreement for Youth Development Center Project**
Recommendation: that the City Council 1) authorize the City Manager to execute the attached agreement between the California Natural Resources Agency and City of Lawndale for the award of \$4,000,000.00 to be used on the eventual Lawndale Youth Development Center and adjacent skate park available on a reimbursable basis; or 2) provide further direction.

A motion was made by Councilmember Suarez and seconded by Councilmember Hofmann Gorman to approve the Consent Calendar. The motion passed by a vote of 3-0-2, with Mayor Pro Tem Cuevas and Councilmember Kearney absent.

H. ADMINISTRATION

9. **Presentation on Traffic Safety**
Recommendation: that the City Council receive and file.

Public Works Director Reis gave a PowerPoint presentation on traffic safety.

By City Council consensus, the presentation was received and filed with Mayor Pro Tem Cuevas and Councilmember Kearney absent.

10. **Amendment to the FY 2023-2024 CDBG Budget Allocation**
Recommendation: that the City Council approve the amendment to the Community Development Block Grant (CDBG) budget allocation to implement the Community Development Block Grant.

Community Development Manager Chavez presented the staff report.

A motion was made by Councilmember Suarez and seconded by Councilmember Hofmann Gorman to approve the amendment to the Community Development Block Grant (CDBG) budget allocation to implement the Community Development Block Grant. The motion

passed by a vote of 3-0-2, with Mayor Pro Tem Cuevas and Councilmember Kearney absent.

11. Purchase of New Special Transit Vehicles and Branding

Recommendation: that the City Council 1.) Determine that the purchase of two new Starcraft Allstar 27' vehicles for \$263,332.92 from Model 1 Commercial Bus Sales, Inc. in Chino, California is appropriately a sole-source purchase under Municipal Code section 3.08.110(1)(b) and approve this purchase; 2.) Approve the expenditure of \$3,150.00 to Decals by Design, Inc. in Corona, California to brand the two new vehicles at the Model 1 Commercial Bus Sales, Inc. dealership in Chino, California; and 3.) Appropriate a total amount of \$266,482.92 in Prop A monies for the purchase of the two vehicles and the branding; or 4.) Provide further direction.

Community Services Director Estes presented the staff report.

Mayor Pullen-Miles commented on the difference in cost for the vehicle branding.

Community Services Director Estes provided additional information on the vehicle branding vendors.

A motion was made by Councilmember Suarez and seconded by Councilmember Hofmann Gorman to determine that the purchase of two new Starcraft Allstar 27' vehicles for \$263,332.92 from Model 1 Commercial Bus Sales, Inc. in Chino, California is appropriately a sole-source purchase under Municipal Code section 3.08.110(1)(b) and approve this purchase, approve the expenditure of \$3,150.00 to Decals by Design, Inc. in Corona, California to brand the two new vehicles at the Model 1 Commercial Bus Sales, Inc. dealership in Chino, California and appropriate a total amount of \$266,482.92 in Prop A monies for the purchase of the two vehicles and the branding. The motion passed by a vote of 3-0-2, with Mayor Pro Tem Cuevas and Councilmember Kearney absent.

I. CITY MANAGER REPORT

City Manager Moore stated that there were no issues to report.

J. ITEMS FROM CITY COUNCILMEMBERS

12. Discussion regarding the Filing of Campaign Disclosure Statements Using an Electronic System

Recommendation: that the City Council (a) review and discuss the filing of campaign disclosure statements using an electronic system, and (b) find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3); or (c) provide further direction.

Assistant City Clerk Hall presented the staff report.

Councilmember Suarez asked what agency adopted the policy of candidates having to submit original wet signature Forms 460 and stated she is interested in submitting DocuSign forms instead of wet signature documents.

Assistant City Clerk responded that the Fair Political Practices Commission (FPPC) established the policy and if the City would like to submit forms electronically, a cost would be required to adopt a digital platform approved by the FPPC.

By City Council consensus, the City Council received and filed the report with Mayor Pro Tem Cuevas and Councilmember Kearney absent,

13. Lemonade Day

Recommendation: that the City Council 1.) Receive and file this report; or 2.) Provide further direction to staff.

Mayor Pullen-Miles provided background information on the Lemonade Day discussion.

Community Services Director Estes presented the staff report.

Councilmember Suarez commented that this event can have educational purposes for the youth and provide them with an opportunity to interact with the community.

Mayor Pullen-Miles recommended that the Youth Advisory Committee review the item and perform a cost analysis.

Community Services Director Estes commented that the Youth Advisory Committee is not currently active due to not having members and suggested that the Parks, Recreation and Social Services Committee review the project.

By City Council consensus, the report was received, filed, and sent to the Youth Advisory Committee for their comments with Mayor Pro Tem Cuevas and Councilmember Kearney absent.

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

Councilmember Hofmann Gorman attended a California Contract Cities Association (CCCA) Legislative Committee meeting via Zoom and a monthly CCCA meeting, asked staff to announce the Annual Lawndale Blues Festival, and Fall Clean-up Week. She inquired if American Rescue Plan Act (ARPA) monies can be used to purchase automatic license plate readers.

Community Services Director Estes announced the Annual Lawndale Blues Festival and Car Show event to be held on September 9, 2023, at Jane Addams Park.

Municipal Services Director commented that bulky item pick-ups will be available during Fall Clean-up Week, September 16, 2023 through September 24, 2023.

City Manager Moore commented that ARPA monies can be used to purchase automatic license plate readers; however, there would be ongoing subscription costs.

Councilmember Suarez attended the South Bay Cities Council of Governments' Steering Committee meeting and State of the City Address at the City of Hawthorne, and suggested the City look into a "Movies in the Park" event for next Summer.

City Manager Moore commented that he was informed that a Metro meeting would be held in September and October; however, the meetings have not been scheduled yet.

Mayor Pullen-Miles attended the State of the City Address of Hawthorne and recommended that the City consider allocating funds next fiscal year to host a State of the City Address. He concurred with Councilmember Suarez's suggestion to consider a "Movies in the Park" event. He noted the completion of the Artesia Boulevard Road Project and announced that he is partnering with the Special Needs Network, Jewish Community Foundation of Los Angeles, and Assemblymember Tina McKinnor's Office to host a backpack giveaway and Community Resource and Health Fair on Saturday, August 26, 2023, at Jane Addams Park.

Councilmember Suarez asked if Youth Advisory Committee (YAC) applications can be distributed at the backpack giveaway event.

Mayor Pullen-Miles asked if a document shredding event can be scheduled.

City Manager Moore responded that he would check with Public Works on the shredding event and follow up with the City Council.

K. CLOSED SESSION

15. Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

By City Council consensus, the City Council continued item K.15. to the next meeting, with Mayor Pro Tem Cuevas and Councilmember Kearney absent.

L. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:00 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 9/18/2023



CITY OF LAWNDAL

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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

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

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

BACKGROUND

The City of Lawndale received a claim for property damage filed by Maria Villegas (Claimant) on or about August 31, 2023. The claim filed alleged that on or about August 20, 2023, their personal vehicle was damaged by fallen palm frond, while parked on 170th Street and Freeman Avenue in Lawndale, CA.

STAFF REVIEW

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

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends City Council reject the claim filed by Maria Villegas and instruct staff to process the appropriate correspondence to the claimant.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Maria Villegas (3049662)

ATTACHMENT 1



CITY OF LAWNDALE
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

23 AUG 31 8:46 AM

Claim No.: _____

Instructions:

1. Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than 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.

CITY OF LAWNDALE		Claimant's Birth Date	
Claimant's Name	<i>Marla Villegas</i>	Claimant's Occupation	<i>housewife</i>
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address	-----	Claimant's Business Phone #	
Claimant's Social Security #			

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

When did DAMAGE or INJURY occur? Date: 8/20/20 Time: 6:08 pm
If claim is for Equitable Indemnity, give date claimant served with the complaint: _____ Date: _____
Names of any city employees involved in INJURY or DAMAGE

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

Car Was parked on 4137 W 170th ST Lawndale, CA 90260 Cross street is Freeman Ave

Describe in detail how the DAMAGE or INJURY occurred.
Huge Palm Fronds fell on top of the car and broke the back window and dented the trunk

Why do you claim the city is responsible?
Because the trees belong to the city of Lawndale

Describe in detail each INJURY or DAMAGE
Palm fronds fell on top of parked car and broke Window and dented the trunk of the car.

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	\$	Future expenses for medical and hospital care	\$
Expenses for medical and hospital care	\$	Future loss of earnings	\$
Loss of Earnings	\$	Other prospective special damages	\$
Special Damages for	\$	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$		
Total Damages incurred to date	\$		
Total amount claimed as of date of presentation of this claim			\$ 150.00

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

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

If injured, state date, time, _____

name and address of doctor of your first visit _____

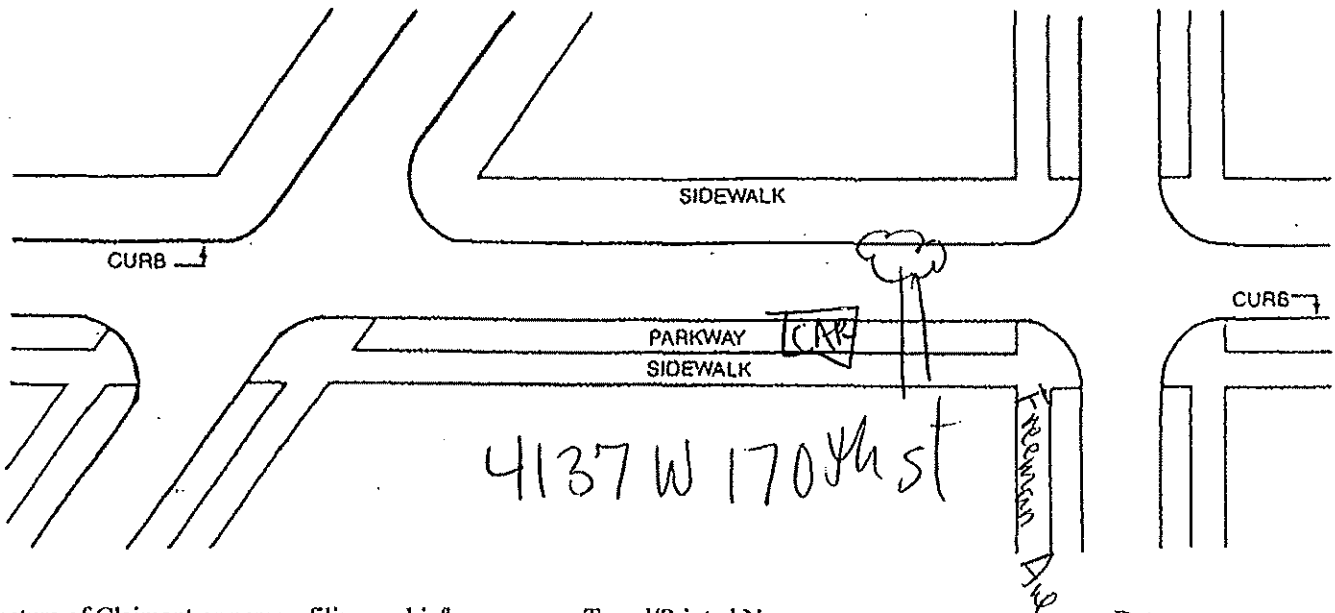
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name <u>DUANE GUILLETT</u>	Address _____	Phon _____
Name <u>JOE ROSALES</u>	Address _____	Phone _____
Name <u>Kara Guillet</u>	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: _____

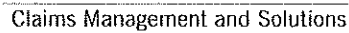
Typed/Printed Name _____

Date _____

MARIA VILLEGAS

8/21/20

THIS CLAIM MUST BE SIGNED ON PAGE 2



PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA License #2607296



CITY OF LAWNDAL

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

September 18, 2023

TO: Honorable Mayor and City Council
FROM: Sean M. Moore, City Manager
PREPARED BY: Mike Estes, Director of Community Services
SUBJECT: Disposal of Surplus Property

(Me)

BACKGROUND

The Lawndale Municipal Code, Section 3.08 (“Purchasing”) establishes the duties of the Purchasing Officer and his/her designee. The purchasing code further states in Section 3.08.040, Item J that the Purchasing Officer shall: “recommend the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use.”

In addition, Section 3.08.110 B states: “sale of surplus personal property shall occur after soliciting three bids or by auction” and “items to be sold at auction must first be approved by the City Council.”

STAFF REVIEW

Introduction:

In late 2010, the City purchased a 2011 Ford El Dorado transit bus to handle the Lawndale Special Transit Program transportation services for elderly Lawndale residents. This vehicle replaced a 2001 Ford El Dorado transit bus that was in service for approximately 11 years. The 2011 Ford El Dorado was purchased with California Proposition A (Prop A) dollars to be used for the Lawndale Special Transit Program which provides transportation services to essential medical and dental appointments and grocery shopping activities for senior Lawndale residents.

Vehicle History:

The 2011 Ford El Dorado has been the primary vehicle supporting the Lawndale Special Transit Program which was driven within Lawndale’s geographical boundaries and established medical boundaries outside of the City. For this reason, the vehicle has relatively low mileage (85,471) for one that is approaching 12 years old.

Vehicle Failure:

Until recently, the vehicle had very few mechanical problems and has been very dependable over the long haul. However, this past June, the vehicle died and subsequent diagnosis revealed transmission failure; replacement costs were estimated to be in excess of \$8,000.00. The City determined that the cost to repair the vehicle would be a waste of money considering the age of the vehicle. As well, the City had already made plans to replace the vehicle months earlier.

New Vehicles Sought by the City:

This past spring as part of the FY 2023-24 budget preparation process, the City expressed a desire to replace the existing 2011 Ford El Dorado transit bus with two new and comparable vehicles with available Prop A funding. At the time of this writing, the two new vehicles are scheduled to arrive at the City branded and ready for service within approximately two weeks.

Lawndale Special Transit Program Expansion:

Securing two new vehicles using non-City dollars will allow the City to expand the Lawndale Special Transit Program in a number of ways and discontinue leasing a comparable transit bus at the cost of \$2,000.00 per month.

By adding a second transit bus to the City's fleet, the City will have the flexibility to expand the program in the following ways: 1) open up the recruitment to fill the part-time Transit Operator position to handle essential transportation tasks when the full-time Transit Operator is out of the office; 2) facilitate all aspects of the Meals on Wheels Program; 3) oversee the return of the United States Department of Agriculture (USDA) Free Food (Commodities) Program; and 4) assist with transportation of elderly residents to and from the daily lunch program taking place at the Community Center.

The vehicle details for the 2011 Ford El Dorado that will be auctioned as surplus property are below:

Year Make and Model:	2011 Ford El Dorado
License Plate Number:	1363958
Vehicle Identification Number:	1FDF44FS5BDA27097
City Vehicle Number:	471
Mileage:	85,471

Vehicle Sent to Auction:

The City has utilized the services of Ken Porter Auctions (KPA) in the past and most recently in 2021. KPA honors the State bid arrangement for auctioned items allowing the vehicle to be sold at the highest price possible and to the highest bidder. In addition, the City will receive 100% of the proceeds, and at no cost to the City.

The City attempted to get the value of the vehicle via several online resources; however, it was not possible to obtain a current estimated value for the 2011 Ford El Dorado.

LEGAL REVIEW

None.

FISCAL IMPACT

There is no fiscal impact to the City; the total amount received from the sale will be deposited into a Prop A revenue account and may be used by the City on a future Prop A project of its choice.

RECOMMENDATION

Staff recommends that the City Council approve the auctioning of City surplus property, specifically the 2011 Ford El Dorado Transit Bus, by Ken Porter Auctions located in Carson, California to the highest bidder.



CITY OF LAWDALE

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

September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Mike Estes, Director of Community Services 

SUBJECT: Installation of Bus Mobile Validators for City Transportation Service

BACKGROUND

The City entered into a new three year agreement in April 2023 with Transportation Concepts, Inc. (TCI) to operate the Lawndale Beat Fixed-route Transportation Service utilizing three pre-owned/contractor-owned vehicles for year one of the agreement. Three new contractor-owned vehicles were placed on order by TCI in June 2023 and are currently being built. The City anticipates that TCI will receive the new vehicles sometime between March and June of 2024 at which time they will be branded and placed into full-time service for the remaining term of the agreement.

STAFF REVIEW

History:

In August 2001, the Los Angeles County Board of Supervisors adopted a Universal Fare System (UFS) to allow public transportation users in Los Angeles County to virtually pay public transportation fares using TAP Smart Cards.

Increasing Ridership and Ease of Use:

The City of Lawndale desires to take advantage of the LACMTA TAP Smart Card program to increase ridership, revenue and to make boarding any Lawndale Fixed-route Transportation Services bus seamless and cash-free for those that desire to so. Please note that the Lawndale Beat system will continue to honor cash payments utilizing a traditional fare box.

TAP Smart Card Program Expansion:

For any agency with public transportation services intending to utilize the TAP Smart Card program, such agency must purchase Bus Mobile Validators (BMV's) that will process virtual, or electronic payments. Although BMV's have been included on most transportation agency vehicles in Los Angeles County for well over a decade, most agencies with transportation services still have traditional fare boxes that allow them to accept cash fares.

Advantages of TAP Smart Cards:

TAP Smart Cards are loaded with cash value via kiosks at various LACMTA transit centers, parking lots and participating retail establishments. This allows passengers to refrain from carrying cash and allows passengers to board with just one quick and easy swipe across the face of an active BMV.

City Council Meeting – September 18, 2023
Installation of Bus Mobile Validators for City Transportation Service

If a TAP Smart Card is lost, misplaced or stolen, the card is easily replaced by LACMTA. For agencies that offer transportation services, the primary advantage of TAP Smart Cards outside of ease of use is increasing ridership and revenue.

Disadvantages of TAP Smart Card Program:

A disadvantage of the TAP Smart Card program is the fact that it is WiFi enabled; each vehicle is equipped with a 4G router. This simply means that if WiFi is disabled for any reason, the BMV's will be disabled and another payment option must be used. However, it has become industry standard that if a TAP Smart Card user does not have cash to pay the fare, the agency typically allows the TAP card user to ride free of charge to encourage customer loyalty.

Cost of BMV's for Lawndale Beat Vehicles:

The cost of one BMV is approximately \$5,000.00; however, the City was able to negotiate with LACMTA to obtain three pre-owned BMV's at no cost saving the City approximately \$15,000.00. However, there are installation costs for the provision of BMV's on such vehicles. Installation of the BMV's are completed by LACMTA contractor Cubic Transportation Systems, Inc. located in San Diego, California.

Cost of BMV Installation:

Please see the table below for itemized installation costs for three BMV's.

Item Description	Unit Cost	Quantity	Sub Total	Total Cost
BMV Installation Labor	752.00	3	2,256.00	2,256.00
4G Router Installation	387.00	3	1,161.00	1,161.00
Fit Test/Installation	1,092.74	1	1,092.74	1,092.74
Totals	N/A	N/A	4,509.74**	4,971.99

**=Plus Sales Tax = \$462.25

Sole Source Purchase:

The expense for the installation of three BMV's is being categorized as a sole source purchase. Cubic Transportation Services, Inc. is the authorized LACMTA contractor and the only entity authorized to install LACMTA products such as BMV's.

LEGAL REVIEW

The City Attorney has reviewed the attached "no signature required" agreement provided by Cubic Transportation Services, Inc. and is in agreement with this purchase being identified as a sole source purchase.

FISCAL IMPACT

The installation of the BMV's was not included in the FY 2023-24 General Fund Budget; however, will be paid for using Community Services Department, Prop A, Special Expenses (206-510-530-100) line item dollars.

RECOMMENDATION

Staff recommends that the City Council: 1) approve the installation costs for installation of three pre-owned Bus Mobile Validators for the three contractor owned Lawndale Beat Fixed-route Transportation vehicles in the amount of \$4,971.99 to be paid to Cubic Transportation Services, Inc.; or 2) provide further direction.

Attachments:

1. Project Quote and No Signature Required Agreement from Cubic Transportation Services, Inc.

ATTACHMENT 1

Cubic Transportation Systems, Inc.
9233 Balboa Avenue
SAN DIEGO CA 92123-1515
USA

Quotation

Bill To Party

City of Lawndale
14717 Burin Ave
LAWNDALE CA 90260
USA

Information

Quotation Number 10011018
Document Date 08/09/2023
Customer Reference TBD
Valid from 08/09/2023
Valid to 11/08/2023
Sales Person

Item	Material / Description	Quantity	Price	Price Unit	Amount
10	LOT BMV INSTALL/LABOR	3 EA	752.00 USD	1 EA	2,256.00 USD
20	LOT 4G ROUTER INSTALL	3 EA	387.00 USD	1 EA	1,161.00 USD
30	LOT TEST FIT/INSTALL	1 EA	1,092.74 USD	1 EA	1,092.74 USD
\$150 Minimum Order is required for all purchase orders All repairs are subject to Tennessee tax of 9.75%. The quotation is based solely on the terms attached hereto. Any additional or different terms are objected to and may be rejected. Any additional term or condition stated in the resualling Purchase Order shall not become part of the Purchase Order unless specifically accepted in writing by Cubic.					
Total Amount					4,971.99 USD
NOTES:					

Your ("Buyer") placing of an order from the Cubic Transportation Systems, Inc. ("Cubic") website, <http://parts.cubic.com>, indicates Buyer's acceptance of these terms and conditions. Buyer is responsible for all activity occurring under its account associated with this site and for maintaining the confidentiality of its account and password and restricting access to the same.

Cubic reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

I. TERMS OF SALE

A. GENERAL

These Terms and Conditions apply to equipment purchases, spare parts, software licensing, services and repairs obtained from Cubic. These terms apply to electronic sales placed by Buyer through the Cubic website as well as orders placed by the issuance of a purchase agreement or purchase order via email, facsimile, courier or mail.

No understanding, promise or representation, and no waiver, alteration, addition to, or modification of any provision hereof, shall be binding upon Cubic unless agreed to in writing by an authorized representative of Cubic. Cubic's acceptance of any order is subject to Buyer's assent to all of the terms and conditions set forth herein. Buyer shall be deemed to have accepted these terms and conditions upon its receipt of Cubic's order acknowledgment or from Buyer's acceptance of all or any part of the services or products ordered.

The terms and conditions in: (i) Cubic's form(s); (ii) acknowledgments; (iii) quotations; (iv) invoices; (v) websites; (vi) catalogs; and (vii) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between Buyer and Cubic and supersedes all other agreements, oral or written heretofore made between Buyer and Cubic relating to the subject matter contained herein.

B. ELECTRONIC DATA INTERCHANGE

If Cubic and Buyer mutually agree to use an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions, Buyer agrees that it will not contest: (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Cubic and Buyer will negotiate and agree on technical standards and methods to use in making EDI purchases, and will use reasonable security procedures to protect EDI records from improper access. In the event of a conflict, the business records maintained by Cubic regarding EDI purchases made by Buyer shall be deemed to be conclusive.

Cubic reserves the right to accept or reject any order.

C. PURCHASE ORDERS/PURCHASE AGREEMENTS

Acceptance is strictly limited to the terms and conditions included herein. Cubic expressly rejects any additional terms and conditions contained in any purchase agreement, order or other correspondence submitted by Buyer. Cubic's fulfillment of any such order shall not be construed as assent to any of the terms and conditions proposed by Buyer, and will not constitute a waiver by Cubic of any of the terms and conditions contained herein or in Cubic's order acknowledgment.

D. MINIMUM ORDER

The minimum value for any purchase agreement/purchase order is \$150.00 U.S. dollars. Orders received for a lesser amount will be billed at the minimum \$150.00 amount.

E. PRICING

All prices are in United States Dollars, exclusive of all applicable taxes and are subject to correction or change without notice. Buyer agrees to pay and be solely responsible for the payment of any applicable taxes other than taxes payable based on Cubic's net income.

Export orders may be subject to special pricing.

Market sensitive products will be priced according to current market conditions. Buyer should contact Cubic or check online at <http://parts.cubic.com> for current pricing.

Despite our efforts, occasional pricing errors may occur in the Cubic catalogs and websites. Cubic reserves the right to cancel any and all orders resulting from such pricing errors, even if Buyer has received an order confirmation from Cubic.

F. CHANGES

All changes in any term or condition hereof must be agreed to and accepted by Cubic. Any difference in price, delivery or other terms resulting from such change shall be equitably adjusted and the purchase agreement/purchase order modified accordingly.

G. CATALOG/WEBSITE INFORMATION

Product depictions in the catalogs and websites are for illustrative purposes only. Possession of, or access to, any Cubic catalog, literature or websites does not constitute the right to purchase such products. Cubic reserves the right to revise

any publishing errors in its catalogs or any of its websites.

H. TERMINATION/CANCELLATION

In the event of a partial termination or if the entire purchase agreement/purchase order is terminated, the Buyer shall pay 100% of the actual costs incurred by Cubic relating to such termination plus 15%, up to a maximum of 115% of the value of the purchase agreement/purchase order.

I. DELAY IN SHIPMENT

If the Buyer fails to accept shipment in accordance with the agreed schedule, such failure may be considered by Cubic as a Breach entitling Cubic to terminate this purchase agreement/purchase order in whole or in part, as applicable, in accordance with Clause H hereof.

J. DELIVERY

Delivery date is the date stated in the purchase agreement/purchase order acknowledgment. Cubic may make partial shipments and Buyer agrees to make partial payments net thirty (30) days from date of invoice in connection with such partial shipments at the unit price(s) indicated in the purchase agreement.

K. SHIPMENT and RISK OF LOSS

Shipment will be F.O.B. Destination. Transportation method is at Cubic's option and Cubic shall bear the responsibility for outbound transportation charges. The risk that the ordered goods may be lost, damaged or delayed in transit shall be borne by Cubic until receipt by Buyer in conformity with the terms of the purchase agreement/purchase order. However, in the event Buyer requests a special mode of transportation, all additional charges and risk of loss, damage or delay will pass to the Buyer upon Cubic's timely delivery of the goods, properly packaged with suitable shipping documents, to an appropriate carrier for delivery to Buyer.

L. INVOICING AND PAYMENT TERMS

Invoicing shall take place at time of shipment. Payment terms are net thirty (30) days from date of invoice. Buyer agrees that these same terms will also apply to any partial shipments.

Cubic accepts cash, checks, money orders, Electronic Funds Transfer, Visa, MasterCard, and American Express. All credit extended by Cubic to Buyer and the limits of such credit, is at Cubic's sole discretion, and may be reduced or revoked by Cubic at any time, for any reason. As a condition for the continued extension of credit, Buyer agrees to provide Cubic with current credit information and the latest annual financial statement within five (5) business days following request by Cubic.

Furthermore, Cubic reserves the right to charge Buyer a late payment fee at the rate of one and one-half percent (1½%) of the amount due for each month or portion thereof that the amount due remains unpaid or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders may be subject to special export payment terms and conditions. All payments must be made in U.S. dollars. Cubic has the right of set-off and deduction for any sums owed by Buyer to Cubic.

If Buyer fails to make payment within thirty (30) days of invoice, or fails to comply with Cubic's credit terms, or fails to supply adequate assurance of full performance to Cubic within a reasonable time after requested by Cubic (such time as specified in Cubic's request), Cubic may defer further shipments or interrupt services, if any, until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order in accordance with Clause H hereof. Additionally, Buyer, and each of its subsidiaries and affiliates, agrees to provide to Cubic proper authorization necessary for Cubic to request any financial information from third parties.

Buyer agrees to assume responsibility for, and Buyer hereby unconditionally guarantees payment of, as provided herein, all purchases made by Buyer, its subsidiaries and affiliates. Each of Buyer's subsidiaries and affiliates purchasing from Cubic are jointly and severally liable for purchases with Buyer, and Buyer is also acting as agent for such subsidiaries and affiliates.

M. SALES AND SIMILAR TAXES

The prices provided for in any purchase agreement/purchase order are exclusive of any present or future import duty, federal, state, provincial, county, municipal, or other sales, use, excise, gross receipts, value added or similar tax with respect to the products and services covered hereby, and of any inventory or property tax or other similar charges with respect to the products and services covered hereby, unless such taxes are provided in the applicable quotation.

If Cubic is assessed or is required by applicable law or regulation to pay or collect any such duty, tax, or charge on account of this purchase agreement/purchase order, then such amount of tax or taxes shall be paid by the Buyer to Cubic in addition to the prices otherwise provided in the purchase agreement/purchase order. If the Buyer is exempt from the payment of applicable duty, tax, or charge, the Buyer shall provide Cubic with a suitable copy of the tax exempt certificate or permit at the time the purchase agreement/purchase order is issued.

N. WARRANTY

Cubic warrants to the Buyer that the deliverables hereunder will be free from defects in material and workmanship, and that services will be the kind and quality designated or specified in the quotation. In particular:

See Appendix A, Software License Agreement, for the warranty terms applicable to software.

See Section II below for warranty applicable to services.

The warranty applicable to spare parts and repairs shall apply to defects in materials and workmanship appearing within ninety (90) days from the date of shipment by Cubic.

The warranty applicable to equipment shall be limited to defects appearing within one (1) year from the date of shipment by Cubic.

If any deliverables do not conform to the applicable warranty, and if the Buyer promptly notifies Cubic, Cubic shall thereupon, if it confirms the existence of the claimed defect, including non-conformance with the applicable specification, correct the defect by, at Cubic's option, either repairing the defect at no charge to Buyer, or by making necessary replacement products available at the Buyer's location.

THIS LIMITED WARRANTY DOES NOT COVER LOSS OR DAMAGE WHICH: (i) IS DUE TO IMPROPER INSTALLATION (OTHER THAN INSTALLATION BY CUBIC), MAINTENANCE, MISUSE, NEGLIGENCE, OR ANY CAUSE OTHER THAN THE BUYER'S, OR ITS CUSTOMER'S OR CONTRACTOR'S, USE OF THE PRODUCT IN THE APPLICATION IT WAS INTENDED; (ii) IS DUE TO ADJUSTMENT, REPAIR OR MODIFICATION BY ANY PERSON OTHER THAN AS AUTHORIZED BY CUBIC; OR, (iii) IS DUE TO STORAGE OR USE IN AN IMPROPER ENVIRONMENT, EXCESSIVE OR INADEQUATE HEATING OR AIR CONDITIONING, AND ELECTRICAL POWER FAILURES, SURGES OR OTHER IRREGULARITIES WHILE IN THE CUSTODY OR CONTROL OF BUYER OR ITS CUSTOMER OR CONTRACTORS. CUBIC IS NOT RESPONSIBLE FOR PROBLEMS CAUSED BY HARDWARE OR COMPUTER OPERATING SYSTEMS WHICH ARE NOT COMPATIBLE WITH THE SYSTEM SPECIFICATIONS AS SET FORTH IN CUBIC'S TECHNICAL DOCUMENTATION, OR FOR PROBLEMS IN THE INTERACTION WITH NON-CUBIC SUPPLIED SOFTWARE, THE USE OF WHICH IS NOT APPROVED BY CUBIC.

CUBIC SHALL HAVE NO LIABILITY WITH RESPECT TO DELIVERABLES THAT WERE SUBJECTED TO ABUSE, VANDALISM OR MISUSE. THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY, IN LIEU OF ALL OTHER WARRANTIES, AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM THIRD PARTY INFRINGEMENT CLAIMS.

O. RETURN/RESTOCKING CHARGES

No returns, for any reason, will be accepted without Buyer obtaining a Return Material Authorization (RMA) Number in advance from Cubic. A 20% restocking fee based on the item price will be charged to the Buyer for all returns for reasons other than warranty. Freight charges will be the responsibility of the Buyer. Buyer must obtain a Return Material Authorization (RMA) Number from Cubic prior to return shipment of an item.

Before returning any product for any reason, Buyer must: (i) contact the Cubic facility from which the product was purchased; (ii) in the case of an internet order, contact Cubic by logging on to the website from where you purchased, <http://parts.cubic.com>, click on the contact page to obtain an RMA, or (iii) call Customer Care at 1-931-454-1500 to speak to your Customer Service Representative.

P. MAINTENANCE

Buyer shall be responsible for the maintenance of any deliverables provided. In the event Buyer elects to have Cubic perform maintenance, such maintenance will be provided at prevailing service rates.

Q. LIMITATION OF LIABILITY

CUBIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE SUFFERED BY BUYER WITH RESPECT TO THIS PURCHASE AGREEMENT/PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO, LOSS OF PRESENT OR PROSPECTIVE PROFITS, LOSS OF INCOME OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, OR LOSS OF BUSINESS OR DATA, WHETHER IN AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), EVEN IF CUBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF CUBIC FOR CLAIMS ASSERTED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

R. TITLE

The title and right of possession of Buyer's equipment repaired or modified hereunder shall remain with the Buyer, subject to any applicable lien rights of Cubic. Cubic shall bear risk of loss for Buyer's property while on Cubic's premises. Reasonable access to this equipment shall be provided to Buyer. Cubic shall retain title for all shipped items until delivery F.O.B. Destination.

S. CHOICE OF LAW / DISPUTES

The validity, interpretation and performance of the purchase agreement/purchase order shall be governed by and

construed under the laws of the State of California, excluding its choice of law principles. Any controversy or claim arising out of or relating to the purchase agreement/purchase order, transaction or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in San Diego, California, USA, in accordance with the rules of the American Arbitration Association ("AAA"). There shall be one arbitrator appointed by the AAA trained in the law who shall have experience in arbitration of similar disputes. The language of the arbitration shall be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall be responsible for its respective costs and attorneys' fees incurred in arbitration, except that costs and fees invoiced by the AAA for the services of the arbitrator(s) and its own fees and expenses shall be borne equally by the parties.

T. PROPRIETARY RIGHTS AND SOFTWARE

Title to all Cubic and third party software (including software embedded within hardware), proprietary data, intangible property, intellectual property, patents, patents pending, trade secrets, copyrights, trade dress, service and trademarks, service and trade names, designs, drawings, and the like, shall remain with Cubic or relevant third party, as applicable. All software usage hereunder shall be governed by the Cubic Software License Agreement, Appendix A.

Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Cubic, or any trademarks or service marks owned by suppliers to Cubic. All materials contained on the <http://parts.cubic.com> website are subject to the ownership rights of Cubic and its suppliers. Buyer shall have no right to copy or use any of the intellectual property of Cubic or its suppliers without Cubic's written permission.

U. FORCE MAJEURE

The parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure or inability to perform any obligation(s) contained in the purchase agreement/purchase order which is beyond a party's reasonable control. Such causes may include, but are not limited to, any act of God, severe weather conditions, catastrophic events, fire, flood, lightning, earthquake, tornado, labor disputes, transportation delays, war, terrorism (actual or threatened), revolution, riot, sabotage, act of the public enemy, explosion, embargo, confiscation or act or failure to act of any government, agency, board or commission. Lack of finances shall in no event be deemed to be a cause beyond a party's reasonable control.

V. CUSTOM PRODUCTS

Cubic may offer products manufactured or assembled to Buyer's specifications ("Custom Product(s)"). Cubic is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Cubic for Custom Products. CUBIC'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. CUSTOM PRODUCT WARRANTY PROVIDED BY CUBIC SHALL BE LIMITED TO DEFECTS IN MATERIALS AND WORKMANSHIP ARISING IN THE FIRST 90 DAYS AFTER THE DATE OF SHIPMENT AND WILL BE BUYER'S SOLE REMEDY. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

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II. ADDITIONAL TERMS AND CONDITIONS RELATED TO THE PERFORMANCE OF SERVICES

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, PERFORMANCE OF SERVICES WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL SERVICE TERMS"). SERVICES MAY BE PERFORMED BY: (i) CUBIC, ITS EMPLOYEES AND AGENTS ("CUBIC PERSONNEL"); (ii) CUBIC SUBSIDIARIES OR AFFILIATES ("CUBIC SERVICE ENTITIES"); OR THIRD-PARTY SUBCONTRACTORS ("THIRD-PARTY PROVIDERS"). FOR PURPOSES OF THIS SECTION II, CUBIC PERSONNEL, CUBIC SERVICE ENTITIES AND THIRD-PARTY PROVIDERS ARE EACH REFERRED TO AS A "SERVICE PROVIDER" AND EACH SERVICE PROVIDER, TOGETHER WITH ITS PERSONNEL, IS REFERRED TO AS "SERVICE PROVIDER PERSONNEL."

THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION II ARE EXTENDED SOLELY BY THE SPECIFIC SERVICE PROVIDER PERFORMING SERVICES. DEPENDING UPON THE NATURE OF THE SERVICES PROVIDED, THE APPLICABLE SERVICE PROVIDER MAY REQUIRE BUYER TO EXECUTE ADDITIONAL CONTRACTUAL DOCUMENTS PRIOR TO THE PERFORMANCE OF SUCH SERVICES.

IN THE EVENT OF A CONFLICT BETWEEN THE STANDARD TERMS AND CONDITIONS IN SECTION I AND THE ADDITIONAL SERVICE TERMS IN SECTION II, THE ADDITIONAL SERVICE TERMS IN SECTION II SHALL PREVAIL FOR THE PERFORMANCE OF SERVICES.

AA. LIMITED SERVICES WARRANTY

ALL SERVICES WILL (i) BE PERFORMED IN A WORKMANLIKE MANNER; (ii) CONFORM TO THE SPECIFICATIONS

(IF ANY) PROVIDED BY THE SERVICE PROVIDER IN A STATEMENT OF WORK; AND (iii) IF SERVICES ARE IMPROPERLY PERFORMED AND BUYER NOTIFIES THE SERVICE PROVIDER OF THE IMPROPERLY PERFORMED SERVICES WITHIN 90 DAYS AFTER PERFORMANCE OF SUCH SERVICES, THEN THE SERVICE PROVIDER WILL RE-PERFORM THOSE SERVICES, IN WHOLE OR IN PART, AS NECESSARY TO CURE THE PARTICULAR BREACH, OR AT THE SERVICE PROVIDER'S SOLE OPTION, REFUND THE AMOUNT PAID BY BUYER FOR THE SERVICES DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH. THE SERVICE PROVIDER'S RE-PERFORMANCE OR REFUND OF AMOUNTS PAID BY BUYER FOR THE SERVICE DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY.

BB. WARRANTY DISCLAIMER AND WAIVER FOR SERVICES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION II FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION II ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

CC. LIMITATION OF LIABILITY

THE SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SERVICES. THE SERVICE PROVIDER'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SERVICES THAT GIVES RISE TO ANY PARTICULAR LIABILITY.

DD. PAYMENT AND CREDIT TERMS

Except as otherwise agreed to by the parties, Buyer will be invoiced upon completion of mutually agreed milestone(s) or completion of services. Payment terms are net thirty (30) days from the date of invoice. All other payment terms are as set forth in Section I.

EE. TERMINATION

Either party may terminate the service agreement at any time and for any reason upon sixty (60) days' written notice to the other party. If terminated by Buyer, Buyer shall, in addition to amounts previously paid, pay Service Provider an amount equal to the value of any work completed and not billed plus all reasonable wind-down costs to close out the service agreement the greater of (i) Ten percent (10%) of the total project cost quotation thereto (the "Total Project Cost"), or (ii) an amount equal to the Total Project Cost multiplied by the percentage completion for such project at the time the notice of termination is given, as determined by Service Provider.

FF. INDEMNITY

Buyer shall defend, indemnify and hold harmless Service Provider and its respective officers, directors, employees, subcontractors and agents (each individually, an "Indemnified Party") from and against any and all any claims, suits, liabilities, damages, settlements, charges, taxes and any other losses or expenses (including reasonable attorneys' fees) (collectively "Liabilities") for physical injury to, illness or death of, any third party regardless of status and damage to or destruction of any tangible property which the third party may sustain or incur, to the extent such Liabilities relate to the services; except for such Liabilities relating to or arising out of a final judgment of gross negligence or willful misconduct of the Indemnified Party. In any action, suit or proceeding brought against an Indemnified Party by reason of any such claim as specified above, Buyer shall resist and defend such action, suit or proceeding by counsel of its choice with consent from the Indemnified Party, at the sole expense of Buyer, provided that (i) the Indemnified Party notifies Buyer promptly in writing of the claim; (ii) Buyer's counsel does not give rise to a conflict of interest with respect to the Indemnified Party; (iii) Buyer has control of the defense and all related settlement negotiation but shall keep the Indemnified Party reasonably informed of status, provided that Buyer shall only settle the legal action with consent from the Indemnified Party; and (iv) the Indemnified Party provides Buyer with all reasonably necessary assistance, information, and authority to perform the foregoing at Buyer's expense.

GG. ACCESS TO BUYER'S PREMISES

To the extent access to and/or office space within Buyer's premises is required; Buyer shall provide Service Provider personnel such access to and/or office space within Buyer's premises free of charge as necessary for performance of services supplied by Service Provider. Prior to starting any work at Buyer's premises, Buyer will: (i) provide documentation that identifies any existing hazardous materials or dangerous or potentially dangerous conditions on or about Buyer's premises; and (ii) allow Service Provider personnel, at its option, reasonable access to Buyer's premises to perform or have performed a visual site inspection. Service Provider will have no responsibility or liability for the actual existing conditions; or identifying, correcting or advising Buyer of existing conditions on Buyer's premises ("Pre-Existing Conditions"), and Buyer shall be responsible for and shall indemnify each Service Provider and each of the Service Provider personnel from and against any Liabilities arising out of or relating to any Pre-Existing Conditions, regardless of whether previously disclosed to any Service Provider or Service Provider personnel. Buyer shall not attempt to condition the right of Service Provider personnel to obtain free access to Buyer's premises upon the signing of any agreement,

waiver, or release which in any way purports to affect the legal rights or obligations of Service Provider or Service Provider personnel. If any Service Provider personnel sign such an agreement, waiver, or release, it shall be of no force and effect.

HH. RIGHT TO SUBCONTRACT

Buyer agrees that the Service Provider may subcontract the performance of services to third parties. Buyer authorizes the Service Provider to disclose all information to the subcontractor, including confidential information necessary for such performance of services by the subcontractor.

APPENDIX A SOFTWARE LICENSE AGREEMENT

THE SOFTWARE PROGRAMS AND/OR DOCUMENTATION ("SOFTWARE") PROVIDED TO YOU ARE LICENSED, NOT SOLD. CUBIC TRANSPORTATION SYSTEMS, INC., ("CUBIC®"), OWNS ALL COPIES OF THE SOFTWARE, INCLUDING BACKUP AND ARCHIVAL COPIES. YOU (THE "LICENSEE") ONLY HAVE THE LIMITED RIGHTS EXPRESSLY GRANTED TO YOU UNDER THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT ("SLA"). LICENSEE UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING TERMS AND CONDITIONS AND AGREES THAT INSTALLING, OPERATING OR USING THE SOFTWARE IN ANY WAY INDICATES LICENSEE'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. **Rights in Data.** Licensee acknowledges and agrees that all ownership rights, title and interest in the Software shall remain with Cubic, whether or not incorporated into or with other software, including, but not limited to, the right of copyright. Licensee acknowledges and agrees that the Software is the proprietary information of Cubic and that this Agreement grants Licensee no title or right of ownership in the Software.
2. **License Grant.** In consideration of the payment of the license fee under separate agreement, Contract Number _____, dated _____ and Licensee's acceptance of the terms of this SLA, Cubic hereby grants to Licensee a royalty free, irrevocable, perpetual, nonexclusive, non-transferable, non-sublicensable license to use the Software on a server (including, as appropriate, with multiple workstations) only in the Licensee's fare collection system for which the Software is licensed. Any revision changes, updates, upgrades or enhancements to the Software that are provided to Licensee shall be subject to all terms of this SLA. Licensee may make one (1) copy of the Software for back-up purposes only. The use, operation, or distribution of the Software at any site or for any purpose or application other than for which it is licensed is prohibited and shall require a separate license and fee unless expressly authorized in writing by Cubic.
3. **Restrictions.** Licensee may not: (a) copy (other than the one copy for back-up purposes), distribute, rent, lease, assign, transfer, mortgage, or sell the Software or sublicense all or any portion of the Software; (b) reverse engineer, decompile or disassemble the Software; or (c) modify, alter or make derivative works of the Software. Licensee agrees to keep confidential and implement reasonable measures to prevent and protect the Software and its contents from unauthorized disclosure or use. Licensee also agrees to include the copyright notice, trademark, or proprietary legends of Cubic associated with the Software on the back-up copy, and to verify the same has been affixed to any revision changes, updates, upgrades or enhancements that are provided to Licensee.
4. **Media Warranty.** For ninety (90) days from the date of delivery (the "Media Warranty Period"), Cubic warrants that

the media on which the Software is contained will be free from defects in materials and workmanship. During the Media Warranty Period, Licensee may return the defective media to Cubic and it will be replaced without charge. Replacement of media is Licensee's sole remedy in the event of a media defect in breach of this warranty.

5. **Software Warranty.** Cubic warrants that the Software shall substantially perform as described in the Cubic design documentation, as it exists on the date of delivery, for ninety (90) days from the date of delivery. Cubic's sole obligation under this warranty shall be limited to using reasonable efforts to correct reported defect(s) and to supply a corrected version as soon as is reasonable after Cubic is notified of such defect(s).

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(b) Notwithstanding subparagraph (a) above, Cubic shall not be bound to defend, indemnify, or hold Licensee harmless where (i) such claim or action would have been avoided but for modifications of the Software, or portions thereof, made after delivery to the Licensee; (ii) such claim or action would have been avoided but for the combination or use of the Software, or portions thereof, with other products, processes or materials not supplied or specified in writing by Cubic; (iii) Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iv) Licensee's use of the Software is not strictly in accordance with the terms of this Software License Agreement. Licensee will be liable for all damages, costs, expenses, settlement and attorneys' fees related to any claim of infringement arising as a result of (i) - (iv) in the immediately preceding sentence.

(c) If a third party's claim endangers or disrupts Licensee's use of the Software, Cubic shall, at Cubic's option and at no charge to Licensee, (i) obtain a license so Licensee may continue use of the Software; (ii) modify the Software to avoid the infringement; (iii) replace the Software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to Licensee the amount paid for the Software as depreciated on a straight-line sixty (60) month basis; provided, however, Cubic shall have no such obligation where any of subparagraphs (b)(i)-(iv) apply.

(d) THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CUBIC, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

10. **EXPORT REGULATIONS.** If the Software is for use outside of the United States, Licensee agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the Software and media are not exported in violation of the United States Export Laws.

11. **MAINTENANCE.** Licensee may obtain maintenance support for the Software by purchasing a software maintenance contract from Cubic at its then current applicable fees.

12. **GOVERNING LAW.** This Software License Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California, USA.

13. **DISPUTE.** In the event of any unresolved dispute between the parties relating to this Software License Agreement, such unresolved dispute shall be submitted to binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association (AAA). The arbitration shall be held in San Diego, California, USA. There shall be a single arbitrator appointed by the AAA. The decision of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover actual attorney fees and costs, including expert witness fees and associated expenses.

Licensee acknowledges that, due to the unique nature of the Software, there may be no adequate remedy at law for the Licensee's unauthorized use or disclosure of the Software in breach of this Software License Agreement and that such breach may cause immediate and irreparable harm to Cubic. Accordingly, notwithstanding the provisions of the paragraph above, upon any such breach or any threat thereof by the Licensee, Cubic shall be entitled to pursue appropriate equitable or injunctive relief from any court of competent jurisdiction.

14. **NON-WAIVER.** Failure or neglect by Cubic to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudice Cubic's right to take subsequent action.

15. **SEVERABILITY.** In the event any of these terms are determined to be invalid or unenforceable to any extent such term shall be modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein, and the remainder of this Software License Agreement shall continue to be valid to the fullest extent permitted by law.

16. **ASSIGNMENT.** Licensee may not assign this Software License Agreement without the prior written consent of Cubic which shall not be unreasonably withheld.

17. **TAXES.** Licensee is responsible for payment of all applicable taxes associated with this Software License Agreement.

18. **ENTIRE AGREEMENT.** No change, waiver, or discharge hereof shall be valid unless in writing and signed by authorized representatives of both the Licensee and Cubic. This Software License Agreement is the exclusive statement of the understanding between the parties with respect to licensing the Software.

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Disclaimer: CTS, Inc. reserves the right to rescind this quotation at any time.



LAWNDALE PUBLIC FINANCING AUTHORITY

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

DATE: September 18, 2023

TO: Honorable Board of the Lawndale Public Financing Authority

FROM: Sean M. Moore, City Manager 

PREPARED BY: Hrant Manuelian, Finance Director/Treasurer 

SUBJECT: Annual Accounting of Lawndale Public Financing Authority Financial Activities

BACKGROUND

The Lawndale Public Financing Authority established under the Joint Exercise of Powers Agreement (the "Agreement"), dated August 3, 2009, between the City of Lawndale and the Lawndale Redevelopment Agency ("LRA"), requires an annual accounting of financial activities within a reasonable time after the close of each Fiscal Year. (Article VI, Section 6.02 of the Agreement). The Authority was created for the sole purpose of issuing bonds for financing capital projects including the Community Center located at 14700 Burin Avenue, road improvements (sidewalk, pavement, curb and gutter), park and open space improvements (lights and playground) and new park acquisition and improvements.

On November 1, 2009, \$20,545,000 of Tax Allocation Bonds, Series 2009, were issued. Interest rates range from 2% to 5.6% with interest payable semiannually on February 1 and August 1 and principal maturing annually on August 1. Debt service payments are included on the Lawndale Recognized Obligation Payment Schedule ("ROPS") and funded through the Successor Agency to the former Lawndale Redevelopment Agency, pursuant to Assembly Bill 1X 26.

STAFF REVIEW

For the fiscal year ended June 30, 2023, debt service of \$1,296,138. (\$350,000 principal and \$946,138 interest) was paid and the same amount was received from the Successor Agency. The outstanding principal on the debt changed as follows:

Outstanding Tax Revenue Bond Balance, 7/1/22	\$ 17,470,000
Principal Payment, 8/1/22	<u>350,000</u>
Outstanding Tax Revenue Bond Balance, 6/30/23	<u>\$ 17,120,000</u>

The debt service schedule is as follows:

Year Ending June 30,	Principal	Interest	Total
2024	370,000	928,575	1,298,575
2025	385,000	909,700	1,294,700
2026	405,000	888,937	1,293,937
2027	430,000	865,975	1,295,975
2028	455,000	841,637	1,296,637
2029-2033	2,795,000	3,789,912	6,584,912
2034-2038	4,185,000	2,826,313	7,011,313
2039-2043	5,465,000	1,507,138	6,972,138
2044-2045	2,630,000	146,575	2,776,575
Total	17,120,000	12,704,762	29,824,762

The \$1,298,575 debt service payment for fiscal year ended June 30, 2024 is included in the approved annual ROPS to be received from the Successor Agency during the year. In addition, both the revenue and debt service payments are included in the Successor Agency to the LRD section of the Adopted Budget for Fiscal Year 2023-2024.

COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends the Board of the Lawndale Public Financing Authority receive and file the annual accounting of financial activities.

**DRAFT MINUTES OF THE
REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
LAWNDALE PUBLIC FINANCING AUTHORITY MEETING
November 7, 2022**

A. CALL TO ORDER AND ROLL CALL

Chair Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California. *The Board met concurrently with the City Council; therefore, the minutes order and numbering reflect the concurrent meeting.*

Directors Present: Chair Robert Pullen-Miles, Vice Chair Rhonda Hofmann Gorman, Director Bernadette Suarez, Director Pat Kearney, Director Sirley Cuevas

Other Participants: Secretary Erica Harbison, Executive Director Sean M. Moore, Legal Counsel Greg M. Murphy, Assistant Secretary Yvette Hall, Assistant to City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Lieutenant Jose Salgado, Los Angeles County Fire Department Battalion Chief Ramon Valdoria, Community Services Director Mike Estes, Municipal Services Director Michael Reyes, Auditor/Treasurer Hrant Manuelian, Interim Public Works Director Ahmad Ansari

B. CEREMONIALS

Vice Chair Hofmann Gorman led the flag salute and Pastor Jimmy Orellana, Calvary Chapel South Bay, provided the inspiration.

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

None.

F. CONSENT CALENDAR

5. Annual Accounting of Lawndale Public Financing Authority Financial Activities

Recommendation: that the Board of the Lawndale Public Financing Authority receive and file the annual accounting of financial activities.

6. Minutes of the Lawndale Public Financing Authority Annual Meeting – November 15, 2021

Recommendation: that the Directors approve.

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

K. ADJOURNMENT

There being no further business to conduct, the Chair adjourned the meeting at 7:52 p.m. in memory of longtime residents Roy Combs and Mary Combs.

Robert Pullen-Miles, Chair

ATTEST:

Erica Harbison, Secretary

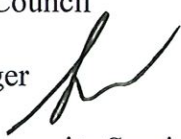
Approved: 9/18/23



CITY OF LAWDALE

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

September 18, 2023

TO: Honorable Mayor and City Council
FROM: Sean M. Moore, City Manager 
PREPARED BY: Mike Estes, Director of Community Services 
SUBJECT: Replacement of Community Center Kitchen Appliances

BACKGROUND

The Lawndale Community Center was opened to the public on Saturday, January 21, 2012. Included in the original design of the center is an 800 square foot catering style kitchen which predominantly services the Elderly Nutrition program. The program operates approximately 250 days per year and served in excess of 10,000 elderly Lawndale and non-Lawndale residents in FY 2022-23, the first full year of activity since FY 2019-20.

STAFF REVIEW

Introduction:

Within the Community Center third floor kitchen there are a number of high quality appliances such as, but certainly not limited to: oven, stove, ice machine, coffee makers, three compartment sinks, dishwasher and refrigeration equipment.

The third floor kitchen was designed with four necessary refrigeration and freezer components such as three individual refrigerator's and one side-by-side freezer. The original refrigerators and freezers were manufactured by Traulsen Incorporated in Fort Worth, Texas.

Failing Refrigerator and Freezer Units:

Recently, one of the refrigerators and the side-by-side freezer began to fail. City staff brought in an authorized Traulsen repair technician, Carter Services, to diagnose the problems with the two units. After the diagnosis, City staff was told that the compressors for each unit had failed and each would have to be replaced. The cost to replace both compressors was estimated to cost approximately \$5,000.00.

Although City staff has been able to continue to comply with the requirements of the Elderly Nutrition Program on a short-term basis, refrigeration equipment are necessary components in order for the City to remain compliant with the Los Angeles County daily lunch program requirements and any long-term absence of required refrigeration components could potentially affect the lunch program.

City Council Meeting – September 18, 2023
Replacement of Community Center Kitchen Appliances

Replacement Recommended:

City staff believes that replacement of both units is the best option at this point due to the fact that these units will likely never perform the same. According to the technician from Carter Services, these particular units, once they get to be older than about 10 years old, have the tendency to wear out compressors and require consistent replacing.

City Staff Gathers Replacement Quotes:

City staff solicited price quotes for replacement models and obtained three quotes per the City's purchasing code and desires to replace both units as opposed to repair to avoid further and unnecessary repair costs for the two units which are approaching twelve years old

Replacement Quote Table:

Dealer	Model/No. (Freezers)	Model/No. (Refrigerator)	Cost (Freezers)	Cost (Refrigerator)	Total Cost
Action Sales Irvine, CA	Traulsen G22010-032	Traulsen G100010-032	\$6,398.00*	\$4,228.00*	\$10,626.00**
Chef's Toys Los Angeles, CA	Traulsen G22010-032	Traulsen G100010-032	\$7,044.14	\$4,672.97	\$12,017.11
Culinary Depot Las Vegas, NV	Traulsen G22010-032	Traulsen G100010-032	\$8,864.64	\$5,868.72	\$14,733.36

*=\$80.00 for delivery; \$60.00 for removal and haul-away of old units for a total of \$140.00.

=Sales Tax (10.25%) totaling \$1,103.52. **Total cost = \$11,869.52.

Units Placed on Hold By the City:

City staff has opened up an account with Action Sales in Irvine, California which allows the City to place both units on hold for a period of up to 30 days which will help us avoid getting caught up in back orders, reducing inventory, etc.

LEGAL REVIEW

None.

FISCAL IMPACT

A budget amendment for the total cost of \$11,869.52 is needed as this item was not budgeted for. The funding will come from American Rescue Plan Act account number 285-510-550.400 (ARPA -Other Equipment).

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council approve the total cost of \$11,869.52 to purchase one Traulsen Reach-In Side-by-Side Freezer, Model Number G22010-32 and one Traulsen Reach-in Refrigerator, Model Number G100010-032 using American Rescue Plan Act (ARPA) dollars.

City Council Meeting – September 18, 2023
Replacement of Community Center Kitchen Appliances

Attachments:

Recommended Quote, Action Sales, Food Service Equipment and Supplies. Irvine, CA

Runner-up Quote, Chef's Toys, Los Angeles, CA

Second Runner-up Quote, Culinary Depot, Las Vegas, NV

Attachment A



ACTION SALES

FOOD SERVICE EQUIPMENT & SUPPLIES

Quote

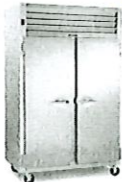
09/06/2023

SHIP TO:
CITY OF LAWNSDALE - TRAULSEN

SOLD BY:
Action Sales
Matthew Lee
2660 Barranca Pkwy.
Irvine, CA 92606
(866) 268-6688 (Contact)

Project Code: 73231

Job Reference Number: 69256

Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN FREEZER  Traulsen Model No. G22010-032 Dealer's Choice Freezer, Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly R290 Hydrocarbon refrigerant, unit can be programmed to operate at -10°F, 3/4 hp, cETLus, NSF 1 ea 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details 1 ea 115v/60/1-ph, 11.5 amps, NEMA 5-15P, standard STOCKING ALTERNATIVE	\$6,398.00	\$6,398.00
ITEM TOTAL:			\$6,398.00	\$6,398.00
2	1 ea	REACH-IN REFRIGERATOR  Traulsen Model No. G10010-032 Dealer's Choice Refrigerator, Reach-in, one-section, 23.4 cu. ft., self-contained refrigeration, (1) full height solid door (hinged right), (3) epoxy coated shelves (factory installed), microprocessor control with LED display, LED interior lights, stainless steel front, anodized aluminum sides & interior, 6" high casters, R290 Hydrocarbon refrigerant, 1/2 HP, cETLus, NSF, ENERGY STAR® 1 ea 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details 1 ea 115v/60/1-ph, 6.1 amps, NEMA 5-15P, standard STOCKING ALTERNATIVE	\$4,228.00	\$4,228.00
ITEM TOTAL:			\$4,228.00	\$4,228.00
3	1 ea	DELIVERY  Action Sales Model No. DELIVERY Uncrate and set-in-place delivery. Customer is responsible for having correct utilities in place to accommodate equipment. Proper clearance for any door and pathway must be provided w/ no obstructions or stairs. Removal of old unit MUST be discussed prior to delivery or otherwise is not included. Standard deliveries begin between 9am-10am, earlier hours can be provided upon request.	\$80.00	\$80.00
	2 ea	REMOVAL Removal of existing units to be disposed of.	\$30.00	\$60.00

Action Sales

09/06/2023

Item	Qty	Description	Sell	Sell Total
ITEM TOTAL:				\$140.00
Merchandise				\$10,766.00
Tax 10.25%				\$1,103.52
Total				\$11,869.52

Title of all merchandise should remain the property of Action Sales until full purchase price is paid. A 10% annual interest rate will be assessed on all late payments. Orders not picked up in 90 days will be assessed with a storage fee equal to 20% of purchase price per month. All returns require Action Sales' pre-authorization, must be made within 30 days of purchase, in original condition with packaging, and subject to 30% restocking charge.

Except as set forth by Manufacturer, and where applicable, NO additional warranty, expressed or implied, is made or authorized by Action Sales, including warranties of merchantability of fitness for a particular purpose. In addition, Action Sales disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, mis-repair or misapplication. Action Sales expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages, to the extent permissible.

Buyer understands and agrees that Action Sales' liability, in all events, is limited to the purchase price paid for the product that gives rise to any liability.

DUE TO UNPREDICTABLE PRICE INCREASES, QUOTE PRICES ARE ONLY GOOD FOR THE SAME DAY.

No cancellations or returns are allowed on special orders once items have been ordered.

Title of all merchandise should remain the property of Action Sales until full purchase price is paid. A 10% annual interest rate will be assessed on all late payments. Orders not picked up in 90 days will be assessed with a storage fee equal to 20% of purchase price per month. All returns require Action Sales' pre-authorization, must be made within 30 days of purchase, in original condition with packaging, and subject to 30% restocking charge.

Except as set forth by Manufacturer, and where applicable, NO additional warranty, expressed or implied, is made or authorized by Action Sales, including warranties of merchantability of fitness for a particular purpose. In addition, Action Sales disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, mis-repair or misapplication. Action Sales expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages, to the extent permissible.

Buyer understands and agrees that Action Sales' liability, in all events, is limited to the purchase price paid for the product that gives rise to any liability.

Action Sales shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest.

QUOTE PRICES ARE GOOD FOR 15 DAYS FROM THE QUOTATION DATE.

No cancellations or returns are allowed on special orders once items have been ordered.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$11,869.52

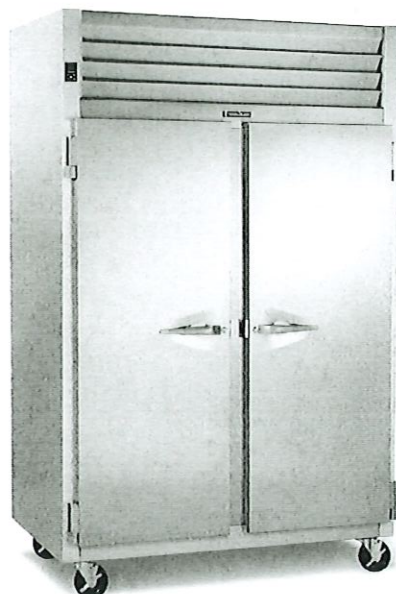


Project _____
AIA # _____ SIS # _____
Item # _____ Quantity _____ C.S.I. Section 114000

DEALERS CHOICE G-SERIES - R290

G-SERIES - R290

2-Sections Freezer Reach-In Self-Contained Solid Door(s)



STANDARD PRODUCT FEATURES

- High Performance, Energy Efficient Refrigeration System
- Reliable Microprocessor Control With LED Temperature Display
- Evaporator Coil Outside Food Zone Provides More Usable Space
- Load-Sure Guard Prevents Problems From Improper Loading
- Durable All-Metal Construction
- Stainless Steel Front & Doors, Anodized Aluminum Sides & Interior
- Full or Half Height Door Models with a Variety of Hinging Configurations
- Long Life EZ-Clean Door Gaskets
- Three (3) Epoxy Coated Shelves Per Section (factory installed)
- Easy to Maintain Front Facing Condenser Coil
- 6" High Locking Casters

FIELD INSTALLED ACCESSORIES & OPTIONS

- Tray Slides for 18" x 26" Sheet Pans
- Tray Slides for 12" x 20" Food Pans
- Tray Slides for 14" x 18" Sheet Pans
- Tray Slides for 18" x 26", 12" x 20" & 14" x 18" Pans
- Additional Shelves
- 6" High Legs
- Lower Height Casters



Intertek



This unit is listed to the applicable UL, CSA and NSF Standards by an approved NRTL. Consult the factory or unit's data plate for approval information.

AVAILABLE CONFIGURATIONS

Half-Height Door Models

G22000-032

G22001-032

G22002-032

G22003-032

Hinging

Left/Right

Right/Left

Right/Right

Left/Left

Full-Height Door Models

G22010-032

G22011-032

G22012-032

G22013-032

Hinging

Left/Right

Right/Left

Right/Right

Left/Left

***Please refer to the G-Series Accessory Kit Guide
for precise details. (Form TR35872)**

-GUARANTEED FOR LIFE CAM-LIFT HINGES

**-GUARANTEED FOR LIFE HORIZONTAL
WORKFLOW DOOR HANDLES (SOLID DOORS ONLY)**

Approved by _____ Date _____ Approved by _____ Date _____

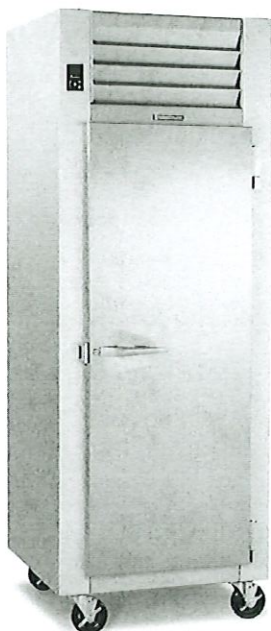


Project _____
AIA # _____ SIS # _____
Item # _____ Quantity _____ C.S.I. Section 114000

DEALERS CHOICE G-SERIES - R290

G-SERIES - R290

1-Section Refrigerator Reach-In
Self-Contained Solid Door(s)



STANDARD PRODUCT FEATURES

- High Performance, Energy Efficient Refrigeration System
- Reliable Microprocessor Control With LED Temperature Display
- Evaporator Coil Outside Food Zone Provides More Usable Space
- Load-Sure Guard Prevents Problems From Improper Loading
- Durable All-Metal Construction
- Stainless Steel Front & Doors, Anodized Aluminum Sides & Interior
- Full or Half Height Door Models with a Variety of Hinging Configurations
- Long Life EZ-Clean Door Gaskets
- Three (3) Epoxy Coated Shelves Per Section (factory installed)
- Easy to Maintain Front Facing Condenser Coil
- 6" High Locking Casters

FIELD INSTALLED ACCESSORIES & OPTIONS

- Tray Slides for 18" x 26" Sheet Pans
- Tray Slides for 12" x 20" Food Pans
- Tray Slides for 14" x 18" Sheet Pans
- Tray Slides for 18" x 26", 12" x 20" & 14" x 18" Pans
- Additional Shelves
- 6" High Legs
- Lower Height Casters



Intertek



This unit is listed to the applicable UL, CSA and NSF Standards by an approved NRTL. Consult the factory or unit's data plate for approval information.

AVAILABLE CONFIGURATIONS

Half-Height Door Models

G10000-032
G10001-032

Hinging

Right
Left

Full-Height Door Models

G10010-032
G10011-032

Hinging

Right
Left

***Please refer to the G-Series Accessory Kit Guide
for precise details. (Form TR35872)**

-GUARANTEED FOR LIFE CAM-LIFT HINGES

**-GUARANTEED FOR LIFE HORIZONTAL
WORKFLOW DOOR HANDLES (SOLID DOORS ONLY)**

Approved by _____ Date _____ Approved by _____ Date _____

Attachment B

08/31/2023

Project:
City of Lawndale

From:
Chefs' Toys
Jaime Rodriguez
6178 Sepulveda Blvd.
jaime.rodriguez@chefstoys.com

Item	Qty	Description	Sell	Sell Total
4	1 ea	REACH-IN FREEZER Traulsen Model No. G22010-032 Dealer's Choice Freezer, Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly R290 Hydrocarbon refrigerant, unit can be programmed to operate at -10°F, 3/4 hp, cETLus, NSF 1 ea 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details 1 ea 115v/60/1-ph, 11.5 amps, NEMA 5-15P, standard	\$7,044.14	\$7,044.14
ITEM TOTAL:				\$7,044.14
5	1 ea	REACH-IN REFRIGERATOR Traulsen Model No. G10010-032 Dealer's Choice Refrigerator, Reach-in, one-section, 23.4 cu. ft., self-contained refrigeration, (1) full height solid door (hinged right), (3) epoxy coated shelves (factory installed), microprocessor control with LED display, LED interior lights, stainless steel front, anodized aluminum sides & interior, 6" high casters, R290 Hydrocarbon refrigerant, 1/2 HP, cETLus, NSF, ENERGY STAR® 1 ea 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details 1 ea 115v/60/1-ph, 6.1 amps, NEMA 5-15P, standard	\$4,672.97	\$4,672.97
ITEM TOTAL:				\$4,672.97
6	1 ea	DELIVERY Chefs Toys SET-IN-PLACE - REFRIGERATION Price is for delivery, unwrapping, installation of casters/legs, SET-IN-PLACE, leveling, start up for cord & plug units only (no hard wire), and clean up	\$300.00	\$300.00
ITEM TOTAL:				\$300.00

Merchandise	\$12,017.11
Tax 10.25%	\$1,231.75
Total	\$13,248.86

Need to return merchandise? Before returning your items, please read our policy and instructions below.

For items that we regularly stock, unless specified below, Chefs' Toys customers may return items within 30 days of receipt if the items are unused with all original packaging; accessories and parts included. For stocked smallwares, there is no charge. For stocked equipment, the original charge for freight, and/or delivery fees is non-refundable. Returns requiring Chefs' Toys Fleet Pick-Up may incur additional charges. For special ordered items*, please contact Chefs' Toys as manufacturer terms for returns may vary. Upon approval, Chefs' Toys will credit you for the purchase of the returned item less a 30% restocking fee for smallwares (inclusive of packaging, handling & freight), or a 20% restocking fee for equipment plus freight charges as identified by the Original Freight Charge**. Exceptions may apply if Chefs' Toys made an error in processing your order. Returns made within 30 days will be refunded via original method of payment. Purchases by check will be refunded via check after verification of payment by our bank. Final Sale & Nonreturnable Items: Consignment, Demo, Closeout, Outlet, Clearance, Scratch & Dents, 'Special, Only 1 at this Price', Used Items, Special Order*, 1900, Custom Items, Perishable and Consumable Items (including food and disposables), Products sold in aerosol cans, Products that contain flammable liquid, or Furniture. (*Special Order Items are notated as "Special Order" on product detail or description-Please inquire about special ordered items, as manufacturers' terms for returns may vary.) **In some cases, Chefs' Toys may deduct the shipping costs from your refund amount. Commercial & Home Use Policy: Manufacturer warranties may only cover commercial use for products. Use of items in non-commercial environments may void warranties. The right is reserved to deny a sale or shipment for residential usage; if this occurs, you will be notified as soon as possible. Fees: All balances on special order items, and opening orders, must be paid in full prior to delivery or within 30 days, whichever occurs first. Storage fees will accrue at a 2% rate of the total order cost as indicated on the face of this invoice, per month, if the product has been received by Chefs' Toys and 45 days have lapsed since the originally agreed to delivery date. Delivery & Installation: Installation and delivery are not included unless specified on your order. Basic charges do not include lifting over counters and railings, or removal of appliances being replaced. *If you choose not to have us deliver your equipment, we will not be responsible for any physical damage after it has left our premises.* We gladly give free assistance loading any equipment into your vehicle, but we will not be responsible for any damage to you, your possessions, or your vehicle during the process. Inspect all items carefully before leaving our facility. *In the event litigation becomes necessary, the prevailing party shall recover reasonable attorney's fees.* Exceptions may apply if Chefs' Toys made an error processing your order. Certain restrictions may apply.

This Quote shall be subject to TriMark's Terms of Sale

<http://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf> which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$13,248.86

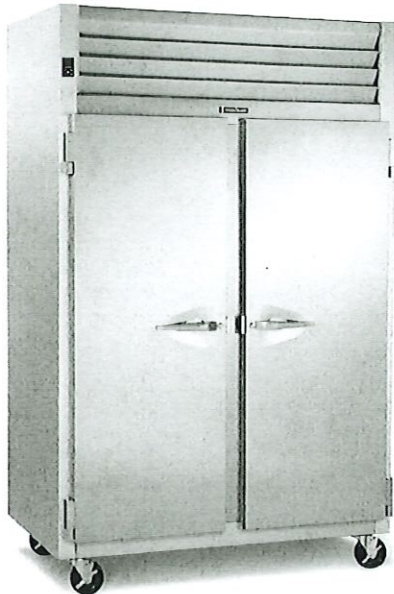


Project _____
AIA # _____ SIS # _____
Item # _____ Quantity _____ C.S.I. Section 114000

DEALERS CHOICE G-SERIES - R290

G-SERIES - R290

2-Sections Freezer Reach-In Self-Contained Solid Door(s)



STANDARD PRODUCT FEATURES

- High Performance, Energy Efficient Refrigeration System
- Reliable Microprocessor Control With LED Temperature Display
- Evaporator Coil Outside Food Zone Provides More Usable Space
- Load-Sure Guard Prevents Problems From Improper Loading
- Durable All-Metal Construction
- Stainless Steel Front & Doors, Anodized Aluminum Sides & Interior
- Full or Half Height Door Models with a Variety of Hinging Configurations
- Long Life EZ-Clean Door Gaskets
- Three (3) Epoxy Coated Shelves Per Section (factory installed)
- Easy to Maintain Front Facing Condenser Coil
- 6" High Locking Casters

FIELD INSTALLED ACCESSORIES & OPTIONS

- Tray Slides for 18" x 26" Sheet Pans
- Tray Slides for 12" x 20" Food Pans
- Tray Slides for 14" x 18" Sheet Pans
- Tray Slides for 18" x 26", 12" x 20" & 14" x 18" Pans
- Additional Shelves
- 6" High Legs
- Lower Height Casters

***Please refer to the G-Series Accessory Kit Guide
for precise details. (Form TR35872)**



Intertek



This unit is listed to the applicable UL, CSA and NSF Standards by an approved NRTL. Consult the factory or unit's data plate for approval information.

AVAILABLE CONFIGURATIONS

Half-Height Door Models

	Hinging
G22000-032	Left/Right
G22001-032	Right/Left
G22002-032	Right/Right
G22003-032	Left/Left

Full-Height Door Models

	Hinging
G22010-032	Left/Right
G22011-032	Right/Left
G22012-032	Right/Right
G22013-032	Left/Left

-GUARANTEED FOR LIFE CAM-LIFT HINGES
**-GUARANTEED FOR LIFE HORIZONTAL
WORKFLOW DOOR HANDLES (SOLID DOORS ONLY)**

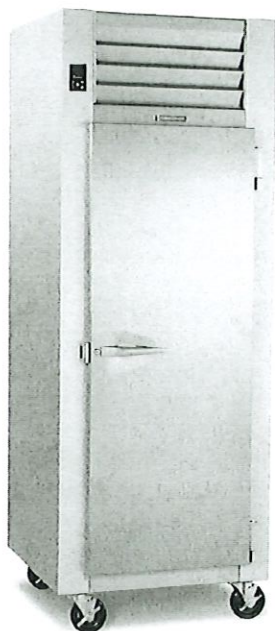
Approved by _____ Date _____ Approved by _____ Date _____



Project _____
 AIA # _____ SIS # _____
 Item # _____ Quantity _____ C.S.I. Section 114000

G-SERIES - R290

1-Section Refrigerator Reach-In
 Self-Contained Solid Door(s)



Intertek



This unit is listed to the applicable UL, CSA and NSF Standards by an approved NRTL. Consult the factory or unit's data plate for approval information.

AVAILABLE CONFIGURATIONS

Half-Height Door Models

G10000-032

G10001-032

Hinging

Right

Left

Full-Height Door Models

G10010-032

G10011-032

Hinging

Right

Left

STANDARD PRODUCT FEATURES

- High Performance, Energy Efficient Refrigeration System
- Reliable Microprocessor Control With LED Temperature Display
- Evaporator Coil Outside Food Zone Provides More Usable Space
- Load-Sure Guard Prevents Problems From Improper Loading
- Durable All-Metal Construction
- Stainless Steel Front & Doors, Anodized Aluminum Sides & Interior
- Full or Half Height Door Models with a Variety of Hinging Configurations
- Long Life EZ-Clean Door Gaskets
- Three (3) Epoxy Coated Shelves Per Section (factory installed)
- Easy to Maintain Front Facing Condenser Coil
- 6" High Locking Casters

FIELD INSTALLED ACCESSORIES & OPTIONS

- Tray Slides for 18" x 26" Sheet Pans
- Tray Slides for 12" x 20" Food Pans
- Tray Slides for 14" x 18" Sheet Pans
- Tray Slides for 18" x 26", 12" x 20" & 14" x 18" Pans
- Additional Shelves
- 6" High Legs
- Lower Height Casters

***Please refer to the G-Series Accessory Kit Guide for precise details. (Form TR35872)**

-GUARANTEED FOR LIFE CAM-LIFT HINGES

**-GUARANTEED FOR LIFE HORIZONTAL
 WORKFLOW DOOR HANDLES (SOLID DOORS ONLY)**

DEALERS CHOICE G-SERIES - R290

Approved by _____ Date _____ Approved by _____ Date _____

Attachment C

Traulsen G22010-032 52.13" W Two-Section Solid Door Reach-In Dealer's Choice Freezer

SKU: G22010-032 MPN: G22010-032



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\$8,846.64 / Each



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Product Highlights

- Interior holds three adjustable epoxy-coated shelves per section
- Equipped with energy-saving automatic non-electric condensate evaporator
- Top-mounted, balanced Refrigeration System uses SNAP-compliant R290 refrigerant
- Advanced microprocessor Control with LED Temperature Readout
- All metal construction paired with two full solid doors hinged left-right

Related Items



Traulsen G22010 52.13" W
Two-Section Solid Door
Reach-In Freezer - 115 Volts

\$8846.64 / Each

Add To Cart



Traulsen CLBM-49F-FS-LR
43.88 Cu. Ft. 2 Section Solid
Door Reach-In Centerline
Freezer

\$7574.00 / Each

Add To Cart



Traulsen G12110 29.88" W
One-Section Solid Door
Reach-In Dealer's Choice
Freezer

\$7307.28 / Each

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Adc



**Traulsen G22010-032 115 VV
Three-Section Solid Door
Reach-In Dealer's Choice
Freezer**

\$12352.68 / Each

Add To Cart



**Traulsen G22012-032 115 VV
Three-Section Solid Door
Reach-In Dealer's Choice
Freezer**

\$12255.12 / Each

Add To Cart



**Traulsen G22000-032 115 VV
Two-Section Solid Door
Reach-In Freezer - 115 Volts**

\$9183.96 / Each

Add To Cart



Add To Cart

Product Information

Traulsen G22010-032 Product Description

Traulsen G22010-032 Reach-In Freezer

The Traulsen G22010-032 Reach-In Freezer is two -section Dealer's Choice Freezer that features an energy-saving top-mounted refrigeration system with user-friendly microprocessor control!

Traulsen is always committed to offer a top-notch line of commercial freezer that both boasts with longevity and impeccable performance. They deliver this by manufacturing Traulsen G22010-032 Reach-In Freezer! Not only it possesses superb performance and quality, but it also can effectively reduce global warming potential and save energy consumption. This is possible because it is equipped with a self-contained, balanced refrigeration system that uses SNAP compliant R290 refrigerant. This refrigerant is carefully positioned behind the one-piece 20-gauge stainless steel louver assembly. This refrigerant also works with various components to guarantee a seamless operation. A thermostatic expansion valve metering device is included to provide quick refrigeration recovery times. A large high-humidity evaporator coil that is carefully positioned outside the food zone. Lastly, an automatic, top-mounted non-electric condensate evaporator is installed that is known for its energy-saving feature.

Combining all the components' efforts, the Traulsen G22010-032 Reach-In Freezer is guaranteed to produce up to 2,460 BTU per hour (3/4 horsepower). Also, to maintain a standard operating temperature between 0 to -5°F. It can also be programmed to operate at -10°F. Setting the temperature and other values of this commercial freezer is easy using its water-resistant microprocessor control system with 3-digit LED Temperature Readout. The can readout can either display Fahrenheit or Celsius temperature scale.

The heavy-duty strength of the Traulsen G22010-032 Reach-In Freezer comes from its all-metal construction. Stainless steel is the material used to construct the exterior front and doors, and Aluminized steel for the top, back, and bottom. For its one-piece sides, interior, gasket-protecting door liner, it is constructed using anodized aluminum. The two-section cabinets are built with individual self-closing full doors (2). These are securely hinged on the exterior (left-right) and guaranteed for life cam-lift hinges. These doors are completed with locks, horizontal work flow door handles, magnetic snap-In EZ-Clean door gaskets, and anti-condensate door perimeter heaters that are positioned behind each door opening. The self-closing feature of this door has an added capability of stay-open at 120 Degrees. This is very handy particularly cleaning the cabinets and in loading/unloading food products.

The spacious 46 cu. feet cabinet interior of the Traulsen G22010-032 Reach-In Freezer contains the six adjustable shelves (total). These shelves are epoxy coated for added protection against corrosion and supported on a set of shelf pins. Automatically Activated LED Lights are also installed to provide brighter and energy-efficient illumination. Improper loading is a thing in the past now because this commercial freezer comes with a load-sure guard. On top of that, it contains a damage-resistant stainless steel breaker caps and a set of four 6-inch high casters completed with locks. The entirety of the Traulsen G22010-032 Reach-In Freezer is measured with a dimension of 52-3/8 inches (L) x 35 inches (D) x 83-1/4 (H) and 700 pounds of weight. It requires to be connected to 115 volts, 60 Hz, and single-phase, 11.5 amps dedicated power outlet.

Traulsen G22010-032 Specs

Weight	700.00 LBS
Height:	83.25(H)
Width:	52.13(W)
Depth:	35.00(D)
Compressor HP:	3/4 HP
Door Type:	Solid

Interior Finish:	All aluminum interior
Refrigeration:	Self contained, top mounted
Voltage:	115v
Manufacturer:	Traulsen
Amps:	11.5
Phase:	1-Ph
Hertz:	60
Number of Sections:	2

Resources and Downloads for Traulsen G22010-032



 **Attention CA Residents: Prop 65 Warning**

Reviews

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Be the first to review this product

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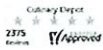
CORPORATE INFO



CUSTOMER SERVICE



ACCOUNT



Developed by Culinary Depot

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Traulsen G10010-032 Dealer's Choice Refrigerator Reach-In One-Section 23.4 cu. ft.

SKU: G10010-032 MPN: G10010-032



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\$5,868.72 / Each



From \$543 / month with Credit Key CREDIT KEY [Prequalify Now!](#)

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Related Items



Traulsen AHF132WP-FHS
Spec-Line Heated Cabinet
Pass-Thru One-Section

\$14,237.69 / Each

Add To Cart



Traulsen G20000 Dealer's
Choice Refrigerator Reach-In
Two-Section 45.89 cu. ft

\$7,535.16 / Each

Add To Cart



Traulsen G20011-032 Dealer's
Choice Refrigerator Reach-In
Two-Section 46.0 cu. ft

\$7,197.48 / Each

Add To Cart



Traulsen G30002 Dealer's
Choice Refrigerator Reach-In
Three-Section 69.1 cu. ft

Items You Might Like



Traulsen G21012 Dealer's
Choice Display Refrigerator
Two-Section 46.9 cu. Ft



Traulsen G21001 Dealer's
Choice Display Refrigerator
Two-Section 46.51 cu. Ft



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Product Information

Traulsen G10010-032 Product Description

Dealer's Choice Refrigerator, Reach-in, one-section, 23.4 cu. ft., self-contained refrigeration, (1) full height solid door (hinged right), (3) epoxy coated shelves (factory installed), microprocessor control with LED display, LED interior lights, stainless steel front, anodized aluminum sides & interior, 6" high casters, R290 Hydrocarbon refrigerant, 1/2 HP, cETLus, NSF, ENERGY STAR

Traulsen G10010-032 Specs

Weight	395.00 LBS
Height:	83.25(H)
Width:	29.88(W)
Depth:	35.00(D)
Compressor HP:	1/2 HP
Door Type:	Solid
Energy Efficiency:	ENERGY STAR®
Exterior Finish:	Stainless steel & aluminum
Interior Finish:	All Aluminum Interior
Refrigeration:	Self-contained top mounted
Manufacturer:	Traulsen

**Resources and Downloads for
Traulsen G10010-032**



 **Attention CA Residents: Prop 65 Warning**

Reviews

Review this Product



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67 Route 59 Spring Valley, NY 10977

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CORPORATE INFO



CUSTOMER SERVICE



ACCOUNT



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Developed by Culinary Depot

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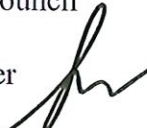


CITY OF LAWNDALE

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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Lea Reis P.E., Director of Public Works/City Engineer 
Johnny Calderon, Public Works Maintenance Supervisor

SUBJECT: **Appropriate Funds for the Removal and Replacement of Diseased Palm Trees on the east Manhattan Beach Boulevard City Median and Award Construction Services Contract to Moon Valley Nurseries.**

BACKGROUND

In late 2021, a pathology report was ordered for one of three palm trees within the eastern City median on Manhattan Beach Boulevard at Prairie Avenue. It was determined that the tree was diseased and needed to be monitored. Shortly after this report, the tree failed, and was removed.

A new report was ordered on August 10, 2023, revealing that the remaining two trees were also found to contain the fatal disease *Fusarium Oxysporum*. The pathology report recommends the complete removal along with strict sanitation to prevent the spread of the disease to any newly planted palm trees.

Staff obtained the following three proposals for the removal and planting of new palm trees within the Manhattan Beach Boulevard Median:

	Contractor	Total Cost
1	Moon Valley Nurseries	\$ 106,094.87
2	Finley's Tree and Landcare	\$ 115,275.00
3	Mariposa Landscapes Inc	\$ 124,556.00

Moon Valley Nurseries provided the lowest cost to perform the removal and planting of new palm trees.

STAFF REVIEW

After reviewing the pathology report and three landscaping quotes, staff has determined that the best course of action will be to remove the two existing trees, treat the soil, and plant three new date palms within the median. This will eliminate the concern of further deterioration or hazards posed by the existing diseased palm trees. This will also eliminate the potential spread of the disease to surrounding trees and preserve the aesthetic of the intersection.

CEQA

The proposed project is categorically exempt per Section 15301 (a) of the California Environmental Quality Act (CEQA) Guidelines.

LEGAL REVIEW

N/A

FISCAL IMPACT

A budget appropriation from ARPA funds in the amount of \$106,094.87 to account 100-320-530.100 Grounds Contract Services is needed for this project.

RECOMMENDATION

Staff recommends that the City Council authorize the funding of \$ 106,094.87 for the removal and replacement of the palm trees within the west median at Manhattan Beach Boulevard and Prairie Avenue intersection.

Staff also recommends that the City Council award a construction services contract in the amount of \$106,049.87 to the lowest bidder, Moon Valley Nursery, for the removal of the existing two palm trees, and planting of three (3) new date palms.

Attachments:

- A. Moon Valley Nurseries Proposal**
- B. Finley's Tree & Landcare Inc. Proposal**
- C. Mariposa Landscapes Inc. Proposal**

Attachment A



Moon Valley Nurseries

17715 Amie Ave
Torrance, CA 90504
310-402-0346

Sales Agreement

Sales Agreement #: 4408
Account #: 000500006749
Page: 1 of 2
Date: 9/5/2023
Time: 4:07:21 PM
Cashier: ddiaz
Register #: 4

Bill To: JOHNNY CALDERON
City of Lawndale
14717 Burlin Ave.
Lawndale, Ca 90260
310-363-5143

Ship To: City of Lawndale
4026 Manhattan Beach Blvd
Lawndale, CA 90260

DNP Date: DNP DATE WILL CALL
DNP Info: SPECIAL ORDER FROM FARM

Rep	Description	Quantity	Price	Extended
ddiaz	Marketing-Mailer/Flyer	1	\$0.00	\$0.00
ddiaz	All Prices Reflect Current Ads	1	\$0.00	\$0.00
ddiaz	Pineapple Palm (E Spec) PS	3	\$24,999.99	\$74,999.97
	CANARY ISLAND DATE PALM SPECIMEN TREES			
ddiaz	Get To The Job (Choose Date)	1	\$249.99	\$249.99
	https://www.moonvalleynurseries.com/services/delivery-and-planting Customer Gate Code:			
ddiaz	Delivery Date on Will Call	1	\$0.00	\$0.00
ddiaz	CRANE MINIMUM CHARGE	1	\$7,500.00	\$7,500.00
	CRANE FOR ALL 3 TREES INSTALLED + DUMPING OF SOIL FROM LOW BOY			
ddiaz	Basic Labor Charge	2	\$2,250.00	\$4,500.00
	RICHARD PARKER REACH FORK/ EXCAVATOR			
ddiaz	Customer Consent	2	\$5,200.00	\$10,400.00
	REMOVAL OF 2X PINEAPPLE PALMS ON SITE			
	SPECIALTY TREE SERVICE TO REMOVE			
ddiaz	Get to the Job-Wholesale Semi	2	\$1,000.00	\$2,000.00
	LOW BOY - HAULING DIRT FROM JOB SITE			
	LOW BOY - BRINGING DIRT TO JOB SITE TO BACKFILL			
ddiaz	MoonValley Super Palm Juice 1G	6	\$49.99	\$299.94
ddiaz	YELP CHECKIN BOGO FERT	6	(\$49.99)	(\$299.94)
ddiaz	120Spec 1yr Protection Plan	2	\$2,000.00	\$4,000.00

Continued on next page...



Moon Valley Nurseries

17715 Amle Ave
Torrance, CA 90504
310-402-0346

Sales Agreement

Sales Agreement #: 4408
Account #: 000500006749
Page: 2 of 2
Date: 9/5/2023
Time: 4:07:21 PM
Cashier: ddiaz
Register #: 4

Bill To: JOHNNY CALDERON
City of Lawndale
14717 Burin Ave.
Lawndale, Ca 90260
310-363-5143

Ship To: City of Lawndale
4026 Manhattan Beach Blvd
Lawndale, CA 90260

DNP Date: DNP DATE WILL CALL
DNP Info: SPECIAL ORDER FROM FARM

Rep	Description	Quantity	Price	Extended
	For WEATHER PROTECTION PROGRAM terms and conditions, please visit: https://www.moonvalleynurseries.com/services/extended-warranty			
ddiaz	Coupon (Non-Taxable)	1	(\$946.57)	(\$946.57)
	This Coupon is ONLY Valld for nontaxable items, ie: CA/AZ fruit & vegetables.			
ddlaz	BasicLaborCharge	1	\$2,000.00	\$2,000.00
	STREET CLOSURES, HANDLED BY CRANE COMPANY ON DAY ON INSTALL			

I AGREE TO ALL TERMS AND CONDITIONS ON THE BACK OF THE INVOICE		Sub Total	\$104,703.39
X		Sales Tax	\$1,296.61
Thank you for shopping Moon Valley Nursery		Moon Valley DNP	\$0.00
		Total	\$106,000.00
		Change Due	\$0.00



Attachment B



LICENSE #897701

PROPOSAL

NUMBER	BMR-CIT230825
DATE	August 25, 2023
PROJECT MGR	BRANDON REITMEIER
Per Plan Date	

BILL TO	
Name:	City of Lawndale c/o Roman Gabriel
Address:	4028 Manhattan Beach Blvd. Lawndale, CA 90260
Phone:	(310) 363-5143
Fax:	(310) 973-3295
Email:	rgabriel@lawndalecity.org

SERVICE TO	
Name:	City of Lawndale c/o Roman Gabriel
Address:	4028 Manhattan Beach Blvd. Lawndale, CA 90260
Phone:	(310) 363-5143
Fax:	(310) 973-3295
Email:	rgabriel@lawndalecity.org

PAGE 1

LINE ITEM	DESCRIPTION	AMOUNT
1	INSTALLATION OF (3) PHOENIX CANARIENSIS 'CANARY ISLAND DATE PALM'	
2	Remove (2) existing Phoenix Canariensis within center median - Flush cut trees even w/ grade	\$2,950
3	Remove (2) Phoenix Canariensis stumps - grind stumps 10-12" below grade	\$650
4	Sourcing, purchase and delivery of (3) Phoenix Canariensis w/ a BTH of 23'-25' H	\$82,575
5	Offload and Install (3) Phoenix Canariensis within center median A) Dig (3) holes to appropriate dimensions B) Offload trees with use of appropriately rated telehandler and/or crane with operator C) Install trees w/ proper soil amendment, fertilizers and irrigation	\$14,975
6	Traffic Management Services A) Engineered Traffic Control Plan B) Encroachment/Single Lane Closure on both East and Westbound side of MB Blvd. C) Lane Closure mobilization - Arrow Board, Cones, Flag Men, Etc. NOTE 1: Proposed pricing assumes \$1,000 for City of Lawndale encroachment permit. NOTE 1: Proposed pricing assumes 2 days of telehandler and/or crane on site. NOTE 2: Proposed pricing assumes 4 days of traffic control services. NOTE 2: Proposed pricing does NOT assume California Prevailing Rates.	\$14,125

Please Contact Your Project Manager
with any Questions or Requests
BRANDON REITMEIER
(310) 408-5636
brandon@teamfinleys.com

PAGE 1 SUBTOTAL	\$115,275.00
FUEL SURCHARGE WAIVED	\$0.00
GRAND TOTAL FOR THIS JOB	\$115,275.00

IMPORTANT: Please review and sign Contract Terms & Conditions



Finley's Tree & Landcare Inc.

"A Full Service Landscape Construction and Concrete Company"

1209 W 228th Street, Torrance, CA 90502 • (310) 326-9818 Phone • (310) 326-9821 Fax • www.finleystreeandlandcare.com



Landscape Construction Design/Build Division

TERMS & CONDITIONS

LICENSE #897701
1209 W. 228th Street, Torrance, CA 90502
Phone: (310) 326-9818 • Fax: (310) 326-9821
www.finleystreeandlandcare.com

PROPOSAL #	DATE
BMR-Cit230825	August 25, 2023

If you have any questions regarding these Terms & Conditions
please contact info@teamfinleys.com

SECTION A: PAYMENT SCHEDULE

- Contract Value: \$115,275.00 Please note, proposed pricing is valid for 30 days.
- A deposit of 10% is due upon contract signature. Signature and deposit are required for scheduling.
- Weekly progress payments will be billed on Tuesday of each week and will be applicable to the work performed through the posted billing date. Progress payments are due on Wednesday of same week.
- T&M contracts will follow the same billing schedule as Fixed Price contracts.
- T&M Invoices will include receipts for all materials purchased.
- Final payment is required upon completion of contracted statement of work.
- Finley's Tree & Landcare does not accept credit card payment for landscape construction projects

SECTION B: PRODUCT/SERVICE GUARANTEE

- 1 Year guarantee on all workmanship and material.
- 1 Year guarantee for Trees - 24" box and larger (applicable to installations ONLY - excludes pesticide & herbicide applications).
- 6 Month guarantee for Shrubs.
- 30-Day guarantee for Sod and Color (annuals) installations.
- Finley's Tree & Landcare does not guarantee the life of any plants, trees, flowers or shrubs not procured by Finley's Tree & Landcare, nor do we guarantee the survival of transplants.
- Finley's Tree & Landcare cannot guarantee exact concrete color matches.
- Finley's Tree & Landcare cannot guarantee concrete will not crack.

SECTION C: PERMITS

- Permits are not included in this contract unless otherwise stated. If Finley's Tree & Landcare is required to obtain a city permit, additional costs associated with permit fees and project manager or permit technician time required to secure permit will apply.
- Finley's Tree & Landcare is not responsible for any interruption in service associated with city permits.

SECTION D: GENERAL TERMS & CONDITIONS

- All Change Orders will be proposed in advance of any action taken with regard to the change in scope.
- All Change Orders will be subject to the same Terms & Conditions of this contract unless otherwise stated.
- Any re-work resulting from alternate contractor will be executed via Change Order.
- Finley's Tree & Landcare is not liable for any schedule delays resulting from alternate contractors, architects or owners.
- Finley's Tree & Landcare will remove any debris resulting from contracted statement of work.
- Unless marked in advance by client, Finley's Tree & Landcare is not responsible for damage caused to underground installations.
 - o This includes but is not limited to irrigation lateral lines, low voltage lighting, telecommunication lines, drainage, etc.
- Natural products including slate and stone may flake, rust and/or change color after installation.
- \$195 flat fee if portable lavatory is required onsite. Finley's Tree & Landcare will coordinate pick-up and delivery.

SECTION E: GRADING-SPECIFIC TERMS & CONDITIONS

- Customer to provide site for stockpiling dirt.
- Any machine work outside of what has been identified within contract numbered above will be executed via Change Order.
- Dirt and Compaction will be performed as per plan. Any changes resulting from Soils Engineer will be executed via Change Order.
- Finley's Tree & Landcare will utilize Dig Alert whenever excavation is to be performed.
- If during Excavation, a utility line or significant impediment is encountered, a Change Order may be required to define an alternate course of action.



Landscape Construction Design/Build Division

TERMS & CONDITIONS

PROPOSAL #	DATE
BMR-Cit230825	August 25, 2023

LICENSE #897701
1209 W. 228th Street, Torrance, CA 90502
Phone: (310) 326-9818 • Fax: (310) 326-9821
www.finleystreeandlandcare.com

If you have any questions regarding these Terms & Conditions
please contact info@teamfinleys.com

SECTION F: CONTRACT SIGNATURE

- Contract Value: \$115,275.00 Please note, proposed pricing is valid for 30 days.
- Please indicate acceptance of these terms by signing this proposal and returning to the above address. Upon receipt of signature, project schedule will be established and provided to customer.
- A signed copy of this agreement or any ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this agreement.

Printed Name
(Owner/Authorized Representative)

Signature

Date

Attachment C

M A R I P O S A L A N D S C A P E S I N C

Tree Maintenance Services

City of Lawndale

Submitted: August 14th, 2023



TEL 800 • 794 • 9458 • FAX 826 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRVINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49 Our Core Values - Safety •
Teamwork • Quality • Integrity



M A R I P O S A L A N D S C A P E S I N C

August 14th, 2023

ATTN: Johnny Calderon
City of Lawndale
4722 Manhattan Beach Blvd.
Lawndale, California 90260
Phone: 310-973-3263
Email: jcalderon@lawndalecity.org

Dear Johnny,

Mariposa Landscapes would like to thank you for the opportunity to submit a proposal for your Tree Maintenance Services.

For more than 40 years, Mariposa Landscapes Inc. has provided cities and counties throughout Southern California with expert tree care. Here is why we would be the best solution for you:

- **Specialized Expertise** - In December 1985 Mariposa created and expanded its tree division in order to focus on public works, commercial, & private urban forest management projects. This specialization allows us to provide arboreal expertise that is unmatched by our competitors.
- **Decades of Experience** - Our team of more than 50 qualified experts has provided tree trimming to numerous cities, counties, businesses, and residences. Whether pruning an avenue of palms, saving a heritage tree, or providing cleanup after a storm, Mariposa has seen it all and can handle even the most challenging situations.
- **Personal Service** - Our clients choose Mariposa because of the personal attention we provide - in other words, you will not be "just a number." We pride ourselves on responsive, responsible and professional work.

We have thoroughly reviewed the proposed plans, and all site conditions for this project. Our price reflects all the necessary labor, equipment, and materials needed to perform this work. Our proposal is valid for 90 days after the submittal date. All work will be performed in strict accordance with the specifications outlined by your organization, and ISA standards.

We look forward to working together to develop and maintain a healthy and beautiful urban forest for your property.

Primary Point of Contact
Contact Name: Brandon Williamson, Estimator
Phone: (626) 327-4041
Fax: (626) 960-3809
Email: brandon.williamson@mariposa-ca.com

Our Website is www.mariposa-ca.com
Our Instagram is <https://www.instagram.com/mariposatreemanagement/>

Respectfully Submitted,

Brandon Williamson

6232 Santos Diaz Street, Irwindale, CA 91702 / 800.794.9458 / FAX
626.960.8477 Web: www.mariposa-ca.com / Instagram: MariposaTreeManagement
California Contractors License#592268 C61/D49, C27, C31 A
Safety . Teamwork . Quality . Integrity

Tree Maintenance Services Proposal

Project Tasks: The Purpose of this project is to provide Tree Maintenance Services for the City of Lawndale. Project location is a median along Manhattan Beach Blvd. Our services will include the following:

Tree & Stump Removal for 2 Palm trees

Scope of Work: This proposal provides for all labor, material, and equipment to perform tree services as requested and outlined in the tasks above. All Normal Tree Work Operations to be performed according to ANSI A300 standards. Prices include hauling of all material generated by our work.

Exclusions: The pricing listed on this proposal does not include additional costs for any permits that may be needed. In the case of traffic control permits being needed and incurring additional costs we will notify the client, and then add that cost to our invoice.

Timeline: The pricing provided on this proposal is valid for 90 days. The project start will be within 90 days of acceptance if this proposal. Time to complete this project is 1 working days from project start.

Total Proposal Price: \$5,995.00

Today's Date: _____

Client Name: _____

Client Signature: _____

Terms and Conditions

It is agreed by and between Mariposa Landscapes, Inc. and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Mariposa Landscapes, Inc. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee: Mariposa Landscapes, Inc. kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150.00 for incurred expenses.

Completion of Contract: Mariposa Landscapes, Inc. agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Mariposa Landscapes, Inc. to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Mariposa Landscapes, Inc. for any damages or costs incurred from the result thereof.

Safety: Mariposa Landscapes, Inc. warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standard. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

ANSI A300 Tree Care Standard Definitions: The following definitions apply to specifications detailed in this proposal.

Clean: Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches. Unless noted otherwise on this proposal, all cleaning will be of branches 1-inch diameter or greater throughout the entire crown.

Crown: The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.

Leader: A dominant or co-dominant, upright stem.

Raise: Selective pruning to provide vertical clearance.

Reduce: Selective pruning to decrease height and/or spread by removing specified branches.

Restore: Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.

Thin: Selective pruning to reduce density of live branches, usually by removing entire branches.

Vista Pruning: Selective pruning to allow a specific view, usually by creating view "windows" through the tree's crown.

Terms and Conditions

Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

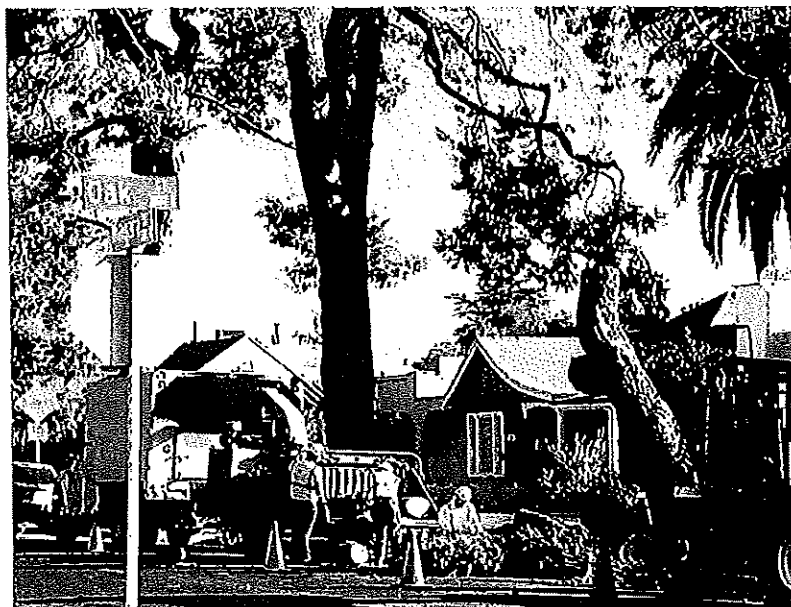
Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. Mariposa Landscapes, Inc. is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Clean-up: Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Lawn Repair: Mariposa Landscapes, Inc. will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full within 30 days of work completion. Failure to remit full payment within the payment term will result in a finance charge of 0.50% per month.

Returned Check Fee: There will be a \$50.00 fee charged for all checks returned to our office for non-sufficient funds.



M A R I P O S A L A N D S C A P E S I N C

August 11, 2023

City of Lawndale
Attn: Johnny Calderon

Proposal

Scope

Mariposa Landscapes proposed to furnish and install three (3) 25' BTH Phoenix Canariensis palms for the median located by Manhattan Beach Blvd. and Prairie Ave in Lawndale, CA 90260. The work will be performed at Construction Prevailing Wage.

Mobilization	5	DAY
Traffic Control	5	DAY
6' x 12' Steel Plates	6	EA
Uncontaminated Soil Removal & Export	90	TONS
Irrigation Repairs	1	LS
25' BTH Phoenix Canariensis Palm Tree	3	EA
Washed Plaster Sand	60	TONS
Planting Repairs	1	LS

Total Price for the above-described work.....\$124,556.00

Submitted,

8/11/2023

Raul Solis Estimator
Mariposa Landscapes, Inc.

Date

Johnny Calderon
City of Lawndale

Date



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRWINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49, C-61, C-31

Our Core Values – Safety • Teamwork • Quality • Integrity

Notes and Exclusions

- The planting backfill will consist of 100% washed plaster sand.
- No liability for damage from wind, rain, animals, vandalism, Acts of God, or other factors beyond our control.
- Proposal reflects normal scheduling (five-day workweek, Monday to Friday). If scheduling is to be accelerated, any overtime (in excess of 40 hours per week) will be billed as an Extra to the contract.
- No Grow & Kill / Weed Abatement Program.
- No guarantee of date palm pricing or availability, per palm growers.
- Specialized equipment, if required due to lack of access, will be billed on a Time & Material basis.
- No protection, maintenance, or warranty of existing materials to remain.
- No cutting, patching, boring, coring, or drilling.
- No signage.
- All work is to be performed in one move-in.
- Traffic control bid will follow the WATCH manual. It assumes one lane closure on each side of traffic for equipment and material access.
- No message boards.
- Traffic control permits are extra.
- No survey, staking, engineering, or inspection fees.
- Palm planting season is from April to October. If planting occurs outside of this time frame, palms may not root out.
- No reports or tests were available at time of bid. The origin of the disease could not be determined and was not treated. Mariposa Landscapes assumes no responsibility should the disease re-emerge and cannot warranty the palms.
- Utilities to be marked by the owner.
- Drainage, sump, breather tube or inspection tubes are extra.
- Assumes planting pit to be 1.5x the diameter of the root ball.
- No street sweeping.
- No electrical work or movement of lights.
- No shoring.
- Assumes exported soil will not be contaminated. Contaminated soil disposal is extra.
- No rerouting or relocation of utilities.



Our Core Values – Safety • Teamwork • Quality • Integrity



Anaheim Office
Lab No. 23-209-0350
Path No. 646
August 9, 2023

Mariposa Landscape & Tree Service, Inc.
P.O. Box 585
Rancho Santa Fe, CA 92067

Attn: Dennis Jones

Pathology Results: Mariposa

On July 18th, our plant disease clinic received samples from multiple *Phoenix canariensis* with the request to look for plant pathogens. Tissues were excised and cultured for plant pathogens.

Tissue Culture

Sample ID	Pathogen Identified From Frond Tissue
1	None
2	None
3	<i>Fusarium oxysporum</i>
4	<i>Fusarium oxysporum</i>

Comments and Recommendations

We recieved 4 separate frond samples and it was noted that the samples were not labeled. The samples were arbitrarily labeled for reporting purposes.

Fusarium wilt of Canary Island Palms, caused by *Fusarium oxysporum*, is a fatal disease. Claims of curing already infected palms with fungicides, hormones, or vitamins should be regarded skeptically since these materials have thus far been scientifically proven ineffective in combating the disease. A tree identified with the disease will eventually require removal.

At this time, however, it is uncertain whether the palm is exhibiting advanced symptoms of decline. If not, then a decision will need to be made on whether to have it removed because of the inoculum potential it represents, or wait until aesthetics and/or safety dictate the need for removal.

If the infected palm is not removed right away, then strict sanitation during routine pruning should be observed to minimize spread of the disease through contaminated saws and/or pruners. Because *Fusarium oxysporum* is a soil borne pathogen, it is not advisable to install a Canary Island Palm in the same planting hole where a previous palm has died from this disease, since there is a good chance that the new palm in time will also become infected.

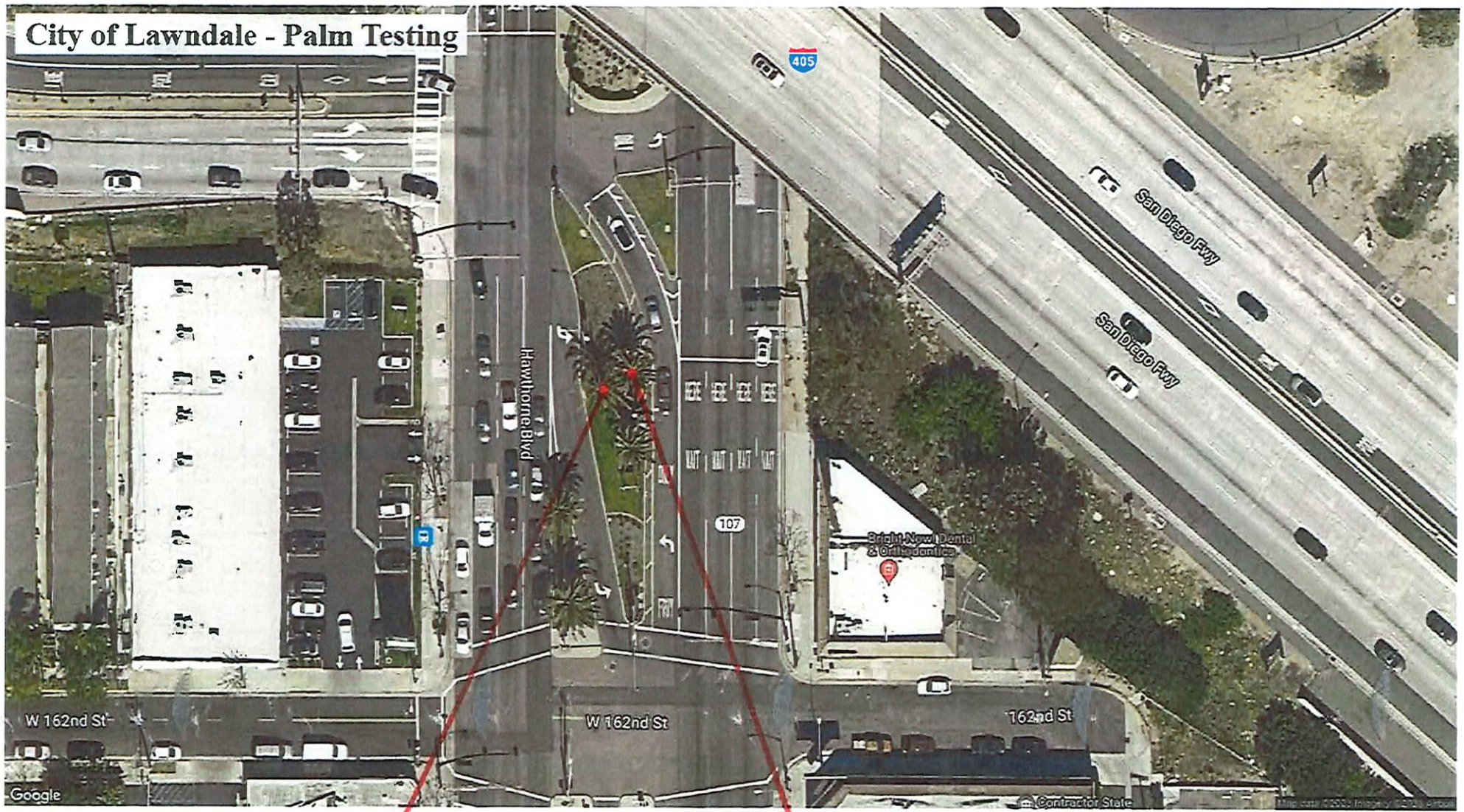
4741 East Hunter Ave., Ste A Anaheim CA 92807
(714) 282-8777  (714) 282-8575 fax
www.waypointanalytical.com



Please call if you have any questions.

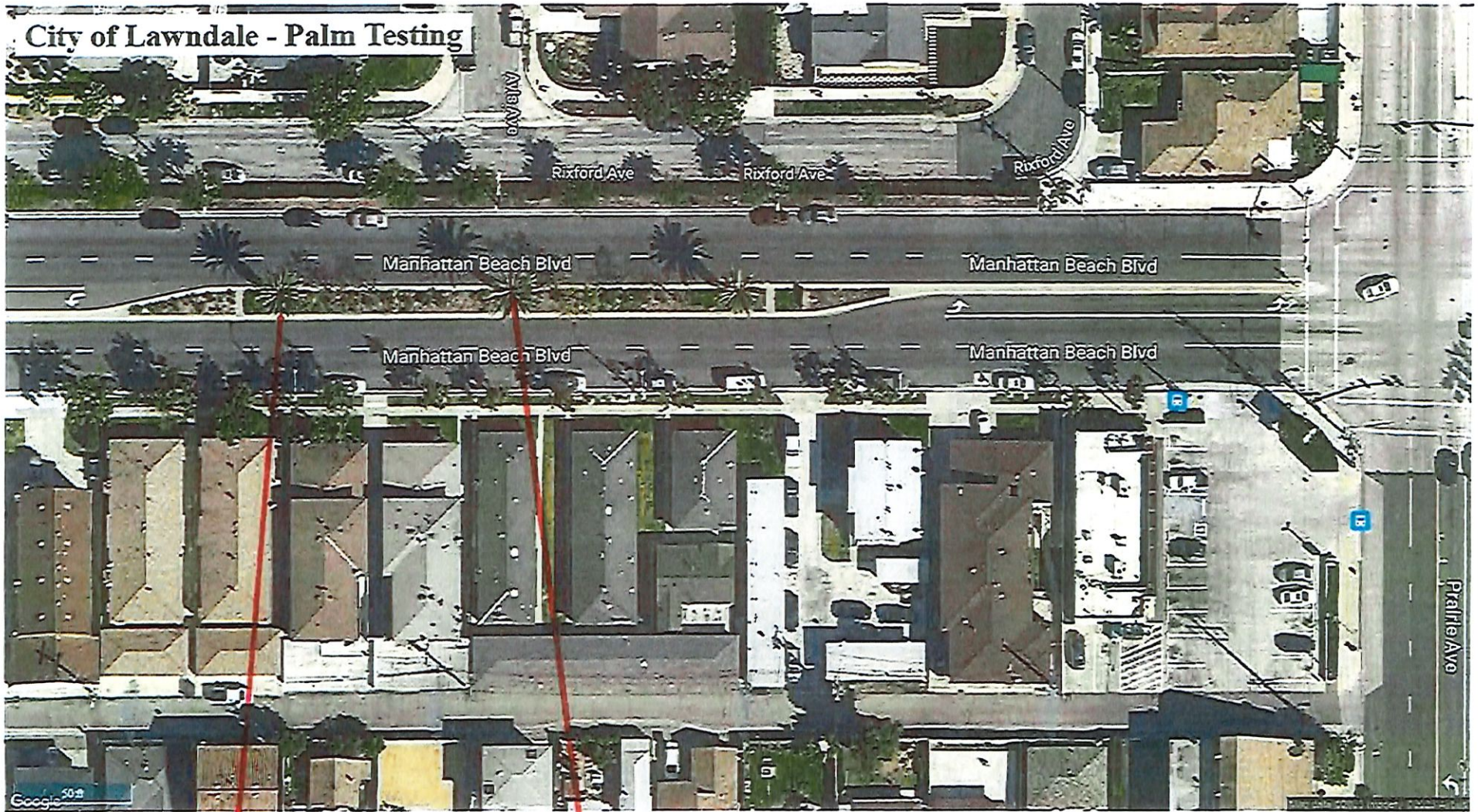
A handwritten signature in black ink, appearing to read "Matt Brady".

Matt Brady, B.S.
Assistant Plant Pathologist
Waypoint Analytical



Palm # 2

Palm # 1



Palm #3

Palm #4



CITY OF LAWDALE

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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lea Reis, Director of Public Works / City Engineer
Hrant Manuelian, Director of Finance
Nick Petrevski, Associate Engineer

SUBJECT: **Notice of Completion for the City Hall and Public Works Department Roof Replacement Project**

BACKGROUND

On February 6, 2023, the City Council awarded a construction contract to ERC Roofing & Waterproofing, Inc. in the amount of \$411,400.00, authorized the City Manager to purchase roofing material in the amount of \$281,000.00, and approved construction related contingencies in the amount of \$83,000.00.

The scope of work included removal and replacement of the roof at the City Hall and two buildings at the Public Works Department, replacement of existing skylights at Public Works, installation of new junction boxes for CCTV cameras at City Hall, installation of new outdoor CAT5 cables for the CCTV cameras at City Hall, installation of new sheet metal, new drain rings and covers, and the replacement of rusted or damaged vent covers.

STAFF REVIEW

The City Hall and Public Works Department Roof Replacement Project has been completed in conformance with the project plans and specifications. The construction management and inspection services were performed by The Garland Company and in-house staff. The City of Lawndale has received the 30-year Roof Warranty from the Garland Company. Construction began on May 22, 2023, and was completed on August 7, 2023. Staff recommends the City Council accept the work performed by ERC Roofing & Waterproofing, Inc. as complete and authorize staff to file a Notice of Completion with the Los Angeles County Recorder's Office.

FISCAL IMPACT

The City Hall and Public Works Department roof replacement project was funded with ARPA funds with a total budget of \$775,400.00. The project was completed for a total of \$737,028.45 coming in under budget by \$38,371.55. The project budget and actuals are summarized below:

	<u>Budgeted Amount</u>	<u>Actual Cost</u>
Construction Cost:	\$411,400.00	\$411,400.00
Construction Contingency:	\$83,000.00	\$49,165.57
Roofing Materials Purchase:	\$281,000.00	\$276,462.88
Total Amount:	\$775,400.00	\$737,028.45

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the project completion by ERC Roofing & Waterproofing, Inc., for the City Hall and Public Works Department Roof Replacement Project.
2. Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the City Hall and Public Works Department Roof Replacement Project.
3. Authorize staff to release the retention in the amount of \$23,028.29 for the City Hall and Public Works Department Roof Replacement Project.

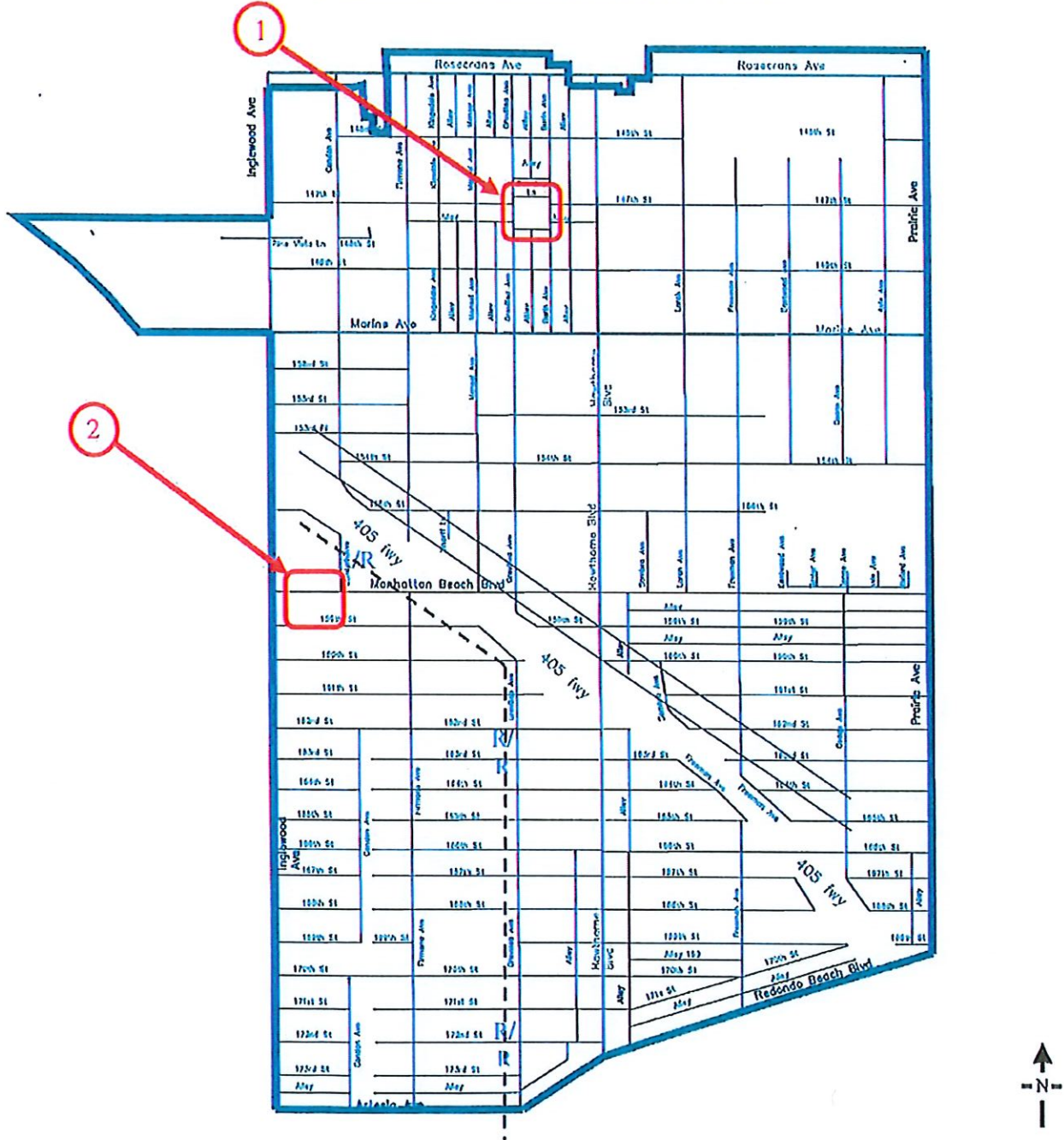
ATTACHMENT

1. Project Location Map
2. 30-year Warranty from The Garland Company

ATTACHMENT 1

APPENDIX B

PROJECT LOCATION MAP



1. City Hall 14717 Burin Avenue, Lawndale CA 90260

2. Public Works 4722 Manhattan Beach Boulevard, Lawndale CA 90260

ATTACHMENT 2

The Garland Company, Inc.®

Thirty (30) Year High-Performance Roof System No Dollar Limit (NDL) Warranty

Owner Name: <u>City of Lawndale</u>	Contractor Name: <u>ERC Roofing</u>
Address: <u>14717 Burin Ave.</u>	Address: <u>1630 Palm St.</u>
City: <u>Lawndale</u> State/Zip: <u>CA 90260</u>	City: <u>Santa Ana</u> State/Zip: <u>CA 92701</u>
Building Name: <u>City Hall & Public Works</u>	Products: <u>StressPly IV Plus UV Mineral</u>
Roof ID: <u>City Hall & Public Works</u>	Square Footage: <u>24,800</u>

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 2. Ponding water, defined as standing water 48 hours after rainfall.
 3. Chemical contaminate attacks on the roofing system.
 4. Defects in engineering or building design or construction.
 5. Traffic or storage of materials on the roof.
 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 1. Changes in the usage of the building.
 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc.

Owner: _____

Signed By:  Joe Orlando

Signed By: _____

Date: 8/29/2023

Date: _____



CITY OF LAWDALE

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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Lea Reis P.E., Director of Public Works/City Engineer 
Hrant Manuelian, Finance Director
Nabi Sidiqi, Assistant Engineer 

SUBJECT: **Notice of Completion- FY 2021/22 Citywide Sign Replacement Project, Project No. 2022-12**

BACKGROUND

On April 18, 2022, the City Council awarded a construction contract to Superior Pavement Markings, Inc. in the amount of \$933,309.00 and authorized an additional \$186,662.00 for construction related contingencies. A Construction Management Services Contract was also awarded to RKA Consulting Group in the amount of \$106,275.00 totaling \$1,226,246.00 for the FY2021/22 Citywide Sign Replacement Project. Construction began on June 20, 2022, and was completed on June 30, 2023.

The scope of work included the replacement of 1,000 damaged signs and 500 old signposts that have reached their useful life.

STAFF REVIEW

The FY 2021/22 Citywide Sign Replacement Project has been completed in conformance with the project plans and specifications. The construction management and inspection services were performed by RKA Consulting Group and in-house staff. Staff recommends that City Council accept the work performed by Superior Pavement Markings, Inc. as complete and authorize the City Clerk to file a Notice of Completion with the LA County Recorder's Office.

FISCAL IMPACT

The project was included in the City's Fiscal Year 2021- 22 Capital Improvement Program and was funded by Prop C and Measure M Grant funds for the total amount of \$1,226,246.00. The project financials and accounting are summarized below:

	Original Amount	Final
Construction Cost	\$933,309.00	\$933,309.00
Construction Contingency	\$186,662.00	\$28,560.40
Construction Management Services	\$106,275.00	\$61,943.75
Total Amount	\$1,226,246.00	\$1,023,813.15

The total project cost of Construction (\$961,869.40) and Construction Management/Inspections (\$61,943.75) is \$1,023,813.15. Project cost savings of \$202,432.85, approximately 16.51%

The project budget and funding summary was comprised of the following:

Proposition C Funds	\$719,168
<u>Measure M Funds</u>	<u>\$507,078</u>
Total Project Funding	\$1,226,246

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the project completion by Superior Pavement Markings, Inc., for the FY 2021/22 Citywide Sign Replacement Project.
2. Authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2021/22 Citywide Sign Replacement Project.
3. Authorize staff to release 5% retention in the amount of \$48,093.47 for the FY 2021/22 Citywide Sign Replacement Project.



CITY OF LAWDALE

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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Gregory M. Murphy, City Attorney
Raylette Felton, Deputy City Manager/ Human Resources Director

SUBJECT: **Consideration of Senate Bill 329 - Regarding City Council Compensation**

BACKGROUND

In June 2023, the Governor signed Senate Bill 329 ("SB 329"), which amended Section 36516 of the California Government Code to allow cities an opportunity to adjust the salary provided to city council members by ordinance. This legislation is intended to allow for general law cities to increase the maximum amount of salary provided to city council members, taking into consideration inflation, and broadening the opportunity to serve to the public to individuals from various income levels. As such, staff is presenting this option for City Council's discussion and consideration.

STAFF REVIEW

Government Code section 36516, as adopted in 1984, authorize general law cities to enact ordinances to increase the salaries for city council members in the amount of five percent (5%) for each calendar year from the operative date of the last adjustment, depending on the population size of a city. SB 329 has now increased the maximum amount of salary that cities can enact by ordinance, based on the population of the city, as follows:

- Cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.
- Cities over 35,000 and up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.
- Cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.
- Cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.
- Cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.
- Cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month

The author of SB 329 stated that he introduced the bill because:

"City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome."

To that end, SB 329 allows for substantial increases in compensation for elected officials in order to achieve these goals.

In addition, SB 329 allows cities to approve ordinances to increase the base salary beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation starting in January 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The former is held over from the previous version of Government Code section 36516; the latter reflects the Legislature's attempt to take into account years of excessive inflation. What the law does not allow is the blending of the two options so as to take the baseline 5% in years of low inflation and combine that with a higher amount for years of high inflation. So future increases will either be inflation-based or based on the 5% per year limit.

In May 2007, Lawndale City Council approved and adopted Ordinance No. 1001-07, amending the municipal code to provide a salary increase of \$450 to City Councilmembers, which went into effect in April 2008. Lawndale City Council has not made any changes or amendments to its salary since 2007. The City of Lawndale now has an opportunity to consider increasing the city council salary amounts by ordinance, in compliance with the new salary limits established by SB 329. Pursuant to SB 329, the new base salary amount for Lawndale City Councilmembers and other cities with a population of 35,000 or less can be set up to \$950 per month by ordinance (Government Code section 36516 establishes that the population is determined by the most recent federal census, subsequent census, or estimate validated by the Department of Finance – which is 30,882 as of 1/1/2023 according to the State Department of Finance OR 31,775 according to the 2020 US Census for the City of Lawndale. It is important to note that should the City of Lawndale decide to pursue an increase in salary, per state law, an approved increase in City Councilmember salary will not take effect until after the next city council election in 2024 and an enacted or amended ordinance cannot provide for automatic future increase in salary.

Considering the work done by local government officials, demands of that office and the fact that city council salaries have not been reviewed or adjusted since 2007, staff has brought this item to the Lawndale City Council for discussion and direction.

LEGAL REVIEW

The City Attorney's office has reviewed this report.

FISCAL IMPACT

The salary for five (5) City Councilmember is currently budgeted at \$27,000 per fiscal year. If salaries are increased to the new maximum amount in compliance with SB 329 by ordinance, funds will need to be budgeted from the general fund during the Fiscal Year 2024-25 budget process.

RECOMMENDATION

Staff recommends that the City Council 1) review and discuss this report regarding Senate Bill 329 and city council salaries; and 2) provide direction to City Manager and staff regarding any potential amendments to the City ordinances pursuant to Senate Bill 329, if any.

Attachment (s):

- A. Senate Bill No. 329, Chapter 27, An act to amend Section 36516 of the Government Code, relating to local government.
- B. State of California Department of Finance Table 2: E-4 Population Estimates for Cities, Counties and State 2021-2023 with 2020 Census Benchmark, May 2023,
<https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2023-with-2020-census-benchmark/>

ATTACHMENT A

Senate Bill No. 329, Chapter 27, An act to amend Section 36516 of the
Government Code, relating to local government

Senate Bill No. 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount

of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

ATTACHMENT B

State of California Department of Finance Table 2: E-4 Population Estimates
for Cities, Counties and State 2021-2023 with 2020 Census Benchmark

Table 2: E-4 Population Estimates for Cities, Counties, and State 2021-2023 with 2020 Benchmark

COUNTY/CITY	4/1/2020	1/1/2021	1/1/2022	1/1/2023
Los Angeles County				
El Segundo	17,298	17,238	17,042	16,928
Gardena	60,923	60,651	60,090	59,809
Glendale	195,955	194,949	192,870	191,284
Glendora	52,506	52,191	51,571	51,159
Hawaiian Gardens	13,950	13,848	13,675	13,546
Hawthorne	88,017	87,605	86,535	85,702
Hermosa Beach	19,716	19,487	19,206	19,018
Hidden Hills	1,724	1,744	1,745	1,731
Huntington Park	54,720	54,473	53,783	53,281
Industry	431	430	428	427
Inglewood	108,544	107,850	106,928	106,248
Irwindale	1,501	1,491	1,496	1,483
La Canada Flintridge	20,547	20,335	20,060	19,930
La Habra Heights	5,656	5,637	5,564	5,505
Lakewood	82,317	81,889	80,900	80,154
La Mirada	49,247	48,889	48,384	47,899
Lancaster	176,499	175,962	174,590	173,376
La Puente	38,019	37,733	37,594	37,356
La Verne	32,892	32,717	32,344	32,056
Lawndale	31,788	31,590	31,171	30,882
Lomita	20,937	20,608	20,300	20,092
Long Beach	464,176	460,346	460,245	458,222
Los Angeles	3,896,077	3,859,192	3,802,725	3,766,109
Lynwood	68,575	67,284	66,595	66,228
Malibu	10,739	10,630	10,534	10,512
Manhattan Beach	35,472	35,256	34,713	34,284
Maywood	25,135	25,048	24,779	24,546
Monrovia	37,861	38,095	37,772	37,539
Montebello	62,674	62,489	61,804	61,645
Monterey Park	61,057	60,594	59,824	59,288

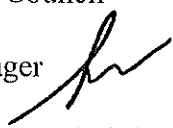


CITY OF LAWDALE

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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Lea Reis, Director of Public Works/City Engineer 
Grace Huizar, Administrative Analyst 

SUBJECT: Appropriate funding to Retrofit Public Works Safety Vehicles

BACKGROUND

In June 2023, the City purchased three new vehicles for the Public Works Department; a Ford -550 super duty dump truck and two Ford Rangers. These new vehicles plus an existing 2021 Ford Escape used by the Street Maintenance and Engineering Divisions need to be retrofitted with emergency safety features.

STAFF REVIEW

The new dump truck, two new Ford Rangers and the 2021 Ford Escape need safety equipment such as emergency light bars, emergency strobe lights, and emergency flashers. This safety equipment will help to alert other road users to the presence of the vehicle, which is useful in emergency situations, and provides additional warning when stationary, signaling motorists that a traffic stop is being initiated.

LEGAL REVIEW

N/A

FISCAL IMPACT

A budget appropriation from ARPA funds in the amount of \$10,000 to account 100-320-520.600 Vehicle Maintenance is needed for this retrofit.

RECOMMENDATION

Staff recommends that the City Council authorize the funding in the amount of \$10,000 to retrofit four vehicles with safety equipment.



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

DATE: September 18, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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



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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk *YH*

SUBJECT: 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.

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



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

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk *YH*

SUBJECT: Conference with Legal Counsel – Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2): One (1) case.

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