



CITY OF LAWNDALE

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

AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, October 5, 2020 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

*** COVID-19 NOTICE ***

Consistent with Executive Orders from the Executive Department of the State of California and the Los Angeles County Health Official's "Safer at Home" Order, this City Council meeting will not be physically open to the public as City Councilmembers will be teleconferencing into the meeting via Webex Communications.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

How to submit Public Comment:

Members of the public may provide public comment by sending comments to the Clerk by email at cityclerk@lawndalecity.org. Please submit your written comments as early as possible, preferably prior to the start of the meeting or if you are unable to email, please call the City Clerk's Office at (310) 973-3213 by 5:30 p.m. on the date of the meeting. Email comments must identify the Agenda Item Number in the subject line of the email. The public comment period will close once the public comment time for the agenda item has concluded. The comments will be entered into the record and provided to the Council. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. Please see the [Temporary eComment Policy for Public Meetings](#).

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

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

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute and Inspiration)
- C. **PUBLIC SAFETY REPORT**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**

F. CONSENT CALENDAR

Items 1 through 7, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Amending Lawndale Municipal Code Chapter 17.50, Density Bonus Provisions for Residential Units**
Recommendation: that the City Council approve the second reading and adopt Ordinance No. 1175-20 amending Lawndale Municipal Code Chapter 17.50, density bonus requirements to comply with recent changes in State Law.
3. **Amending Lawndale Municipal Code Sections 8.24.115 and 8.24.200, Providing Authority for Recovery of Attorney's Fees and Imposition of Treble Damages in Public Nuisance Abatement Actions**
Recommendation: that the City Council approve the second reading and adopt Ordinance 1176-20, amending Lawndale Municipal Code Sections 8.24.115 and 8.24.200, Providing Authority for Recovery of Attorney's Fees and Imposition of Treble Damages in Public Nuisance Abatement Actions.
4. **Amending Existing Agreement for Installation of Telecommunication Equipment in the Right of Way**
Recommendation: that the City Council approve an amendment to the Right-of-Way use agreement with Sunesys LLC identifying Crown Castle Fiber LLC as its successor.
5. **Consideration of Claims Against the City**
Recommendation: that the City Council reject the claims filed by Papa John's International, Erika V. Mendoza, Leticia Bravo Cano and Christopher Espinoza and instruct staff to process the appropriate correspondence to the claimants.
6. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2010-054, authorizing the payment of certain claims and demands in the amount of \$181,240.21.
7. **Minutes of the Lawndale City Council Regular Meeting – September 21, 2020**
Recommendation: that the City Council approve.

G. PUBLIC HEARING

8. Amending Title 17 of the Lawndale Municipal Code pertaining to the Development Standards for Accessory Dwelling Units to reflect recent changes in State Law and a Finding of Exemption from California Environmental Quality Act

Recommendation: that the City Council (a) conduct a public hearing (b) determine that Ordinance No. 1177-20 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (c) introduce and approve the first reading of Ordinance No. 1177-20, amending Title 17 of the Lawndale Municipal Code regarding ADU amendments to reflect recent changes in State law.

H. ADMINISTRATION

9. Harold E. Hofmann Community Center Facilities Use Policy

Recommendation: that the City Council adopt Resolution No. CC-2010-055 related to City Council Policy 104-20 affecting changes to the Harold E. Hofmann Community Center Facilities Use Rules and Regulations.

10. Declaring an Emergency Condition and Approving Repairs without Notice for Bids for the Harold E. Hofmann Community Center

Recommendation: that the City Council (a) adopt Resolution No. CC-2010-056 declaring an emergency condition and approving the work necessary to make repairs to the Harold E. Hoffman Community Center without notice for bids pursuant to California public contract code sections 1102, 20168, and 22050 (b) authorize the Director of Finance to use and transfer the actual cost for the insurance deductible and uncovered cost, not to exceed \$69,161, from the Urban Development Action Grants (UDAG) Fund, Fund 215, to Measure A Fund 281, in the event LACRPOSD denies the request to use Measure A-Maintenance and Servicing funding for the Community Center repairs (c) authorize the City Manager to execute contracts and other documents necessary to complete this work.

11. CARES Act Funding Allocation Revision

Recommendation: that the City Council approve the Business Revitalization Subcommittee’s recommendation to maintain the City’s CARES Act funding allocations as approved by the City Council on September 8, 2020.

I. CITY MANAGER'S REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

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

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, October 19, 2020 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.


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

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on October 5, 2020 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



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

DATE: October 5, 2020
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk 
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

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

RECOMMENDATION

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

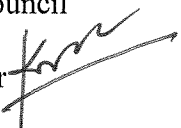


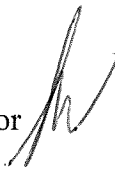
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PHONE (310) 973-3200, FAX (310) 644-4556
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DATE: October 5, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Sean M. Moore, AICP, Community Development Director 

SUBJECT: **Case No. 20-30: Consideration to Amend the Lawndale Municipal Code Chapter 17.50 to Update the Density Bonus standards for Consistency with State Law**

BACKGROUND

On September 21, 2020, the City Council introduced and approved the first reading of Ordinance No. 1175-20 to amend the Lawndale Municipal Code (L.M.C.) pertaining to density bonus regulations.

ANALYSIS

The City Council introduced and approved the first reading of Ordinance No. 1175-20, amending L.M.C. Chapter 17.50, density bonus standards. The proposed amendments to the City's density bonus regulations are intended to bring the L.M.C. in compliance with the recent changes in the State law. It is recommended that the City Council adopt the Ordinance 1175-20.

LEGAL REVIEW

The City Attorney's office has reviewed and approved Ordinance No. 1175-20 as to form.

FUNDING

Not applicable

RECOMMENDATION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1175-20 to amend density bonus requirements to comply with recent changes in State law.

ATTACHMENT:

Ordinance No. 1175-20

ORDINANCE NO. 1175-20

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
AMENDING LAWDALE MUNICIPAL CODE CHAPTER 17.50
TO UPDATE DENSITY BONUS STANDARDS FOR
CONSISTENCY WITH STATE LAW**

SUMMARY: This ordinance updates standards for awarding density bonuses for residential developments consistent with recent changes in state law.

WHEREAS, Government Code Section 65915 requires cities to provide certain incentives, concessions or density bonuses to an applicant constructing housing units, a portion of which are restricted as affordable units or units restricted for senior citizens; and

WHEREAS, Government Code Section 65915(a) requires cities to adopt an ordinance that specifies how compliance with this density bonus requirements will be implemented; and

WHEREAS, the state legislature recently passed legislation, Assembly Bill 1763 (“AB 1763”), amending Government Code section 65915, to update state density bonus requirements effective January 1, 2020, specifically with regard to 100% affordable housing projects; and

WHEREAS, the City now desires to amend Lawndale Municipal Code (“LMC”) Chapter 17.50 to ensure compliance with current requirements in state density bonus law; and

WHEREAS, the City further desires to amend LMC Chapter 17.50 to make clarifying updates to the City’s density bonus requirements to ensure those requirements are implemented consistent with state law; and

WHEREAS, at a properly noticed public hearing held at a regular meeting of the Planning Commission of the City on September 9, 2020, the Planning Commission considered this issue and adopted Resolution No. 20-13 recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on September 21, 2020 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider the Planning Commission’s recommendation on this matter as set forth in its Resolution No. 20-30.

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

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

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

B. The changes to the City’s Municipal Code made by this Ordinance are consistent with the General Plan of the City of Lawndale.

SECTION 2. Chapter 17.50 of the Lawndale Municipal Code is replaced to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

“Chapter 17.50 DENSITY BONUS PROVISIONS FOR RESIDENTIAL UNITS

- 17.50.010 Purpose.
- 17.50.020 Definitions.
- 17.50.030 ***Eligibility requirements for density bonuses.***
- 17.50.035 Density bonuses and replacement affordable housing requirements.
- 17.50.040 Additional density bonus for donations of land.
- 17.50.050 Density bonus and incentives for condominium conversions.
- 17.50.060 Density bonus and concessions/incentive for child care facilities.
- 17.50.065 Commercial housing—Agreement for partnered housing to contribute affordable housing.
- 17.50.070 General provisions governing density bonus calculations.
- 17.50.080 Incentives and concessions.
- 17.50.090 Waivers and modifications of development standards.
- 17.50.100 Parking incentives.
- 17.50.110 Standards for density bonus housing developments.
- 17.50.120 Application requirements.
- 17.50.130 Density bonus housing agreements.
- 17.50.140 Administrative fee.
- 17.50.150 Violations of affordable housing requirements.
- 17.50.160 Effects of state law.

17.50.010 Purpose.

This chapter is being enacted: (A) to provide incentives for the production of housing for very low income, low income, moderate income, and senior citizen households, ***as well as transitional foster youth, disabled veterans, homeless persons, and lower income students***; (B) to provide incentives for the construction of child care facilities serving very low, lower and moderate income households; and (C) to implement Sections 65915, 65915.5, and 65917 of the Government Code as required by Section 65915(a). In enacting this chapter, the city also intends to implement the goals, objectives, and policies of the city’s general plan housing element to encourage the construction of affordable housing in the city. It is also the city’s intent to encourage the development of rental housing to serve an economically diverse community. Accordingly, the city desires to provide a density bonus upon the request of an applicant when the applicant is not otherwise required to include affordable or senior citizen restricted units in a project.

17.50.020 Definitions.

For purposes of this chapter, the following definitions shall apply. Unless specifically defined below, words or phrases shall be interpreted as to give this chapter its most reasonable interpretation.

“Affordable housing cost” bears the meaning as defined in Section 50052.5 of the Health and Safety Code, as may be amended.

“Affordable ownership costs” means average annual housing costs, including mortgage payments, property taxes, homeowners insurance, and homeowners’ association dues, if any, which do not exceed the following:

Very low income households: fifty percent of area median income, adjusted for assumed household size based on unit size, multiplied by thirty percent.

Lower income households: seventy percent of area median income, adjusted for assumed household size based on unit size, multiplied by thirty percent.

Moderate income households: one hundred ten percent of area median income, adjusted for assumed household size based on unit size, multiplied by thirty-five percent.

On an annual basis, the city shall make available copies of the U.S. Department of Housing and Urban Development household income limits applicable to owner-occupied affordable units subject to this chapter and may determine an inflation factor to establish the affordable ownership cost limits applicable to an affordable unit.

“Affordable rent” bears the same meaning as defined in Section 50053 of the Health and Safety Code, as may be amended.

“Affordable units” are dwelling units which are affordable to very low, lower, or moderate income households as defined by this chapter or by any federal or state housing program and are subject to rental, sale, or resale provisions to maintain affordability.

“Applicant” means a developer or applicant for a density bonus who seeks and agrees to construct a qualified housing development on or after the effective date of the ordinance codified in this chapter pursuant to Section 65915(b) of the Government Code.

“Area median income” means area median income for Los Angeles County as published by the state of California pursuant to California Code of Regulations, Title 25, Section 6932, or a successor provision.

“Assumed household size based on unit size” means a household of one person in a studio apartment, two persons in a one bedroom unit, three persons in a two bedroom unit, and one additional person for each additional bedroom thereafter.

“Child care facility” means a child day care facility other than a family day care home including, but not limited to, infant centers, preschools, extended day care facilities, and school age child care centers.

“City” means the city of Lawndale, California, including the city’s redevelopment agency and/or the city’s housing authority acting on behalf of the city.

“Common interest development” *shall have the same meaning as provided in Section 4100 of the Civil Code.*

“Density bonus” means a density increase over the otherwise allowable zoning maximum gross residential density on a site as of the date of application by the applicant to the city, granted pursuant to this chapter, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density.

“Density bonus housing agreement” means an agreement governing affordable and density bonus units as a condition of granting any density bonus, as further described in Section 17.50.130 of this chapter.

“Density bonus units” mean residential units granted pursuant to this chapter which exceed the otherwise allowable zoning maximum residential density for a housing development.

“Development standard” means any site or construction condition including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an on-site open-space requirement, or a parking ratio that applies to a housing development pursuant to any ordinance, general plan element, specific plan, or other local condition, law, policy, or regulation. A “site and construction condition” is a development condition or law that provides a specification for the physical development of a site and buildings on the site in a housing development.

“Disabled veterans” shall have the same meaning as provided in Section 18541 of the Government Code.

“First approval” means the first of the following approvals to occur with respect to a housing development: specific plan, development agreement, planned development permit, tentative map, minor land division, use permit, design permit, building permit, or any other development entitlement permit listed in Title 17 of this code.

“Homeless persons” shall have the same meaning as provided in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11302).

“Homeless service provider” shall have the same meaning as provided in Section 103577(e)(3) of the Health and Safety Code.

“Household income” means the combined adjusted gross household income for all adult persons living in a residential unit as calculated for the purpose of the Section 8 program under the United States Housing Act of 1937, as amended, or its successor provision.

“Housing development” means one or more groups of projects for residential units in the planned development of the city, including mixed-use developments. “Housing development” also includes a subdivision or common interest development approved by the city and consisting of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in Section 65863.4(d) of the Government Code, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. For purposes of this chapter, ‘housing development’ does not include projects for less than five dwelling units.

“Incentives and concessions” are regulatory concessions as listed in Section 17.50.080 of this chapter.

“Lower income household” shall have the same meaning as provided in *Section 50079.5 of the Health and Safety Code*.

“Lower income students” means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in Section 69432.7(k)(1) of the Education Code.

“Major transit stop” shall have the same meaning as provided in Section 21155(b) of the Public Resources Code.

“Market-rate unit” means a dwelling unit which is not an affordable unit or an inclusionary unit.

“Maximum residential density” means the maximum number of dwelling units permitted by the zoning ordinance and land use element of the general plan or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail. The maximum allowable density is based on the date an application for a housing development is deemed complete. This definition is used to calculate a density bonus pursuant to this chapter.

“Moderate income household” shall have the same meaning as ***“persons and families of moderate income”*** as provided in *Section 50093 of the Health and Safety Code*.

“Persons and families of low or moderate income” shall have the same meaning as provided in Section 50093 of the Health and Safety Code.

“Replace” and “replacement,” in the context of Section 17.50.035, means either of the following:

1. If any dwelling units described in Section 17.50.035(A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in Section 17.50.035(A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number; or

2. If all dwelling units described in Section 17.50.035(A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall

provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low income and very low income renter households occupied these units in the same proportion of low income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number.

For purposes of this definition, "equivalent size" means that the replacement units contain at least the same total number of bedrooms as the units being replaced.

"Senior citizen housing development" means senior citizen housing as defined in Section 51.3 (a housing development developed, substantially rehabilitated, or substantially renovated for senior citizens that has at least thirty-five dwelling units) and Section 51.12 of the Civil Code, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

"Specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the housing development was deemed complete. Mere inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.

"Special needs housing development" shall have the same meaning as provided in Section 51312 of the Health and Safety Code.

"Supportive housing development" shall have the same meaning as provided in Section 50675.14 of the Health and Safety Code.

"Transitional foster youth" shall have the same meaning as provided in Section 66025.9 of the Education Code.

"Very low income household" shall have the same meaning as provided in ***Section 50105 of the Health and Safety Code.***

17.50.030 Eligibility requirements for density bonuses.

A. ***Eligible Housing Development Projects.*** Upon written request to the city, an applicant for a housing development is eligible for a density bonus ***in the amount stated below***, provided that the applicant agrees to construct the housing development in accordance with one of the following criteria ***and satisfies the other requirements of this chapter:***

1. ***Very Low Income Units.*** ***Developments with five percent of the total dwelling units (excluding units added by the density bonus) designated for very low income households are entitled to a density bonus of twenty percent over the maximum residential density.***

2. ***Low Income Units.*** ***Developments with ten percent of the total dwelling units (excluding units added by the density bonus) designated for lower income households are entitled to a density bonus of twenty percent over the maximum residential density.***

3. **Moderate Income Units.** *Developments with ten percent of the total dwelling units (excluding units added by the density bonus) designated for moderate income households are entitled to a density bonus of five percent over the maximum residential density, provided that the development is a common interest development and provided that all units in the developer are offered to the public for purchase.*

4. **One Hundred Percent Lower Income Or Moderate Income Units.** *Developments with at least eighty percent of the total units, exclusive of a manager's unit or units, designated for lower income households, and all other units (up to twenty percent of the total units) designated for moderate income households, are entitled to a density bonus of eighty percent of the number of units designated for lower income households (excluding units added by the density bonus). However, if the housing development is located within one-half mile of a major transit stop the city will not impose any maximum controls on density.*

5. **Senior Citizen Housing Developments.** *Senior citizen housing developments are entitled to a density bonus of twenty percent of the number of senior housing units provided.*

6. **Foster, Veteran and Homeless Housing.** *Developments with ten percent of the total dwelling units (excluding any units permitted by the density bonus) designed for transitional foster youth, disabled veterans, or homeless persons are entitled to a density bonus of twenty percent of the number of the transitional units giving rise to a density bonus.*

7. **Lower income student housing.** *Student housing developments with twenty percent of the total units (excluding any units permitted by the density bonus) designated for lower income students are entitled to a density bonus of thirty-five percent of the student housing units, provided that the development meets the following requirements:*

a. *All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subsection (A)(7), the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subsection (A)(7) is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.*

b. *The eligibility of a lower income student under this subsection (A)(7)(b) shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education that the student is enrolled in, as described in subsection (A)(7)(a), or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver, from the college or university, the California Student Aid Commission, or the federal government.*

c. *The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subsection (A)(7)(c).*

For purposes of calculating a density bonus granted pursuant to this subsection (A)(7), the term “unit” means one rental bed and its pro rata share of associated common area facilities.

B. Higher Density Bonus for Greater Contribution of Affordable Units. Upon written request to the city, an applicant for a housing development that is eligible for a density bonus based upon the contribution of affordable units, may receive a higher amount of density bonus if the percentage of very low, lower, and moderate income housing units exceeds the base percentage established in subsections (A)(1), (A)(2), *or* (A)(3) of this section, as follows:

1. Very low income units—For each one percent increase above five percent in affordable units for very low income households, the density bonus shall be increased by two and one-half percent up to a maximum of thirty-five percent, as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

2. Lower income units—For each one percent increase above ten percent in affordable units for lower income households, the density bonus shall be increased by one and one-half percent up to a maximum of thirty-five percent, as follows:

Percentage Low Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
17	30.5
18	32
19	33.5

3. Moderate income ownership units—For each one percent increase above ten percent in affordable units offered for sale to moderate income households, the density bonus shall be increased by one percent up to a maximum of thirty-five percent, as follows:

Percentage Moderate Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27

	Percentage Density Bonus
Percentage Moderate Income Units	
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

C. Continued Affordability. Affordable units that qualified a housing development for a density bonus shall remain affordable as follows:

1. **Requirements.**

a. Very low income and lower income rental dwelling units shall remain at an affordable rent to the designated income group for a minimum of fifty-five years, or for a longer period of time if required by any construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program applicable to the dwelling units.

b. Housing developments described in subsection (A)(4) shall be subject to a recorded affordability restriction for a minimum of fifty-five years, or for a longer period of time if required by any construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program applicable to the dwelling units. The rent for at least twenty percent of the units in the development shall be set at an affordable rent and the rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

c. The foster care, veteran and homeless units described in *subsection (A)(6)* shall be subject to a recorded affordability restriction of fifty-five years and shall be provided at the same affordability level as very low income units.

d. The lower income student housing units described in subsection (A)(7) shall be subject to a recorded affordability restriction of fifty-five years. The rent provided in the applicable units of the development for lower income students shall be calculated at thirty percent of sixty-five percent of the area median income for a single-room occupancy unit type.

e. Replacement units per Section 17.50.035 that are rental dwelling units shall be subject to a recorded affordability restriction for at least fifty-five years.

f. Replacement units per Section 17.50.035 that are for-sale units, shall be subject to the **provisions of subsection (C)(2)**.

2. An applicant shall agree to, and the city shall ensure, that the initial occupant of all for-sale units that qualified the applicant for *a* density bonus are persons and families of very low, low, or moderate income and that the units are offered at an affordable housing cost. The city shall enforce an equity-sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following shall apply to the equity-sharing agreement:

a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within *five* years for any of the purposes described in Section 33334.2(e) of the Health and Safety Code that promote homeownership.

b. For purposes of this subsection (C)(2), the city's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

c. For purposes of this subsection (C)(2), the city's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.

3. The resale price of any owner-occupied affordable unit shall not exceed the affordable ownership costs with the following exceptions: (a) customary closing costs and costs of sale; or (b) costs of real estate commissions paid by the seller if a licensed real estate salesperson is employed; or (c) consideration of permanent capital improvements installed by the seller.

4. These provisions for continued affordability shall be a provision of the density bonus housing agreement required by Section 17.50.130.

D. Specification of Basis for Density Bonus. Each applicant who requests a density bonus pursuant to this section, shall elect **which category in subsection (A) the density bonus award will be based on**. Each housing development is entitled to only one density bonus. Density bonuses from more than one *category* may not be combined.

17.50.035 Density bonuses and replacement affordable housing requirements.

A. An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are, or if the dwelling units have been vacated or demolished in the five-year period preceding the application have been, subject to a recorded covenant, ordinance, or law that restricts rents to affordable rent levels; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

1. The proposed housing development (inclusive of the units replaced pursuant to this section) contains affordable units at no less than the percentages set forth in Section 17.50.030(A); or

2. Each unit in the development (exclusive of a manager's unit or units) is affordable to, and occupied by, either a lower or very low income household.

17.50.040 Additional density bonus for donations of land.

A. Upon written request, when an applicant for a tentative map, subdivision map, parcel map, or other residential development approval donates land to the city in accordance with this section, the applicant shall be eligible for a fifteen percent density bonus at the site of the housing development *plus any increase in the density bonus granted under subsection (C)*. The density bonus provided pursuant to this section shall be in addition to any density bonus granted pursuant to Section 17.50.030, up to a maximum combined density bonus of thirty-five percent.

B. To qualify for the additional density bonus described in subsection (A) of this section, the donation of land must meet all of the following criteria:

1. The land must be transferred no later than the date of the approval of the final subdivision map, parcel map, or housing development application; and

2. The developable acreage and zoning classification of the land being transferred must be sufficient to permit construction of dwelling units affordable to very low income households in an amount not less than ten percent of the total number of market rate dwelling units in the proposed development (i.e., the proposed development before the addition of any density bonus); and

3. The donated land is at least one acre in size or is large enough to permit development of at least forty units, has the appropriate general plan land use designation, has the appropriate zoning and development standards for affordable housing and, at the time of project approval is, or at the time of construction will be, served by adequate public facilities and infrastructure; and

4. No later than the date of approval of the final map, parcel map, or other development application for the housing development, the donated land must have all of the applicable permits and approvals (other than building permits) necessary for the development of the very low income housing units on the donated land, except that the city may subject the proposed housing development to subsequent design review to the extent authorized by *Section 65583.2(i) of the Government Code* if the design is not reviewed by the city prior to the time of transfer; and

5. The donated land is subject to a deed restriction ensuring continued affordability of the very low income units consistent with Section 17.50.030(C), which deed restriction shall be recorded upon the donated property at the time of its transfer; and

6. The land will be transferred to the city or to a housing developer approved by the city. The city reserves the right to require the applicant to identify a developer and to require that the land be transferred to that developer; and

7. The land is within the boundary of the proposed housing development or within one-quarter mile of the boundary of the proposed housing development; and

8. No later than the date of approval of the final map, parcel map, or other development application for the housing development, a proposed source of funding for the construction of the very low income units shall be identified.

C. Additional Density Bonus Based on Greater Suitability of Land for Very Low Income Housing. For each one percent increase above the minimum ten percent in the number of very low

income housing units that can be accommodated on the donated land, the maximum density bonus shall be increased by one percent, up to a maximum of thirty-five percent, as follows:

Percentage of Very Low Income Units That Can Be Accommodated on Donated Land	Percentage of Additional Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

17.50.050 Density bonus and incentives for condominium conversions.

A. An applicant for a conversion of existing rental apartments to condominiums is eligible for either a density bonus or other incentives of equivalent financial value, at the option of the city, if the applicant agrees to provide: (1) at least thirty-three percent of the total units of the proposed condominium project to persons and families of low or moderate income; or (2) at least fifteen percent of the total units of the proposed condominium project to lower income households; and

(3) the applicant agrees to pay for the reasonably necessary administrative costs incurred by the city pursuant to this section.

B. Condominium conversions qualified under subsection (A) may receive one of the following, at the city's option:

1. A flat density bonus of twenty-five percent to be provided within the existing structure or structures proposed for conversion, excepting that a condominium conversion is ineligible for this bonus if the apartments to be converted originally received a density bonus or incentives pursuant to any other provisions of this chapter or pursuant to *Section 65915 of the* Government Code. Qualified applicants may choose to implement a lower density bonus.

2. Incentives of equivalent financial value in the form of a reduction or waiver of requirements or fees which the city might otherwise apply as conditions of conversion approval. "Other incentives of equivalent financial value" shall not be construed to require the city to provide cash transfer payments or other monetary compensation to the condominium conversion project or its applicant.

C. The city reserves the right to place such reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value pursuant to this section as it finds appropriate, including, but not limited to, conditions which assure continued affordability of units to subsequent purchasers who are persons and families of low and moderate income or lower income households.

D. Condominium conversions are eligible only for the granting of a density bonus or incentive of equivalent value pursuant to this section, which bonus or incentive may not be granted in addition to, or combined with, any other incentives, concessions, density bonuses or waivers and reductions of development standards pursuant other sections of this chapter. Nothing in this section shall be construed to require the city to approve a proposal to convert rental apartments into condominiums.

E. An applicant for approval to convert apartments to a condominium project may submit to a city a preliminary proposal pursuant to this section prior to the submittal of any formal requests for subdivision map approvals. The city shall, within ninety days of receipt of a written proposal, notify the applicant in writing of the manner in which it will comply with this section. The procedures for processing an application pursuant to this section shall be those established pursuant to Chapter 17.80.

F. An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the condominium project is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed condominium project replaces those units, and either of the following applies:

1. The proposed condominium project, inclusive of the units replaced, contains affordable units at the percentages set forth in subsection A of this section.

2. Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

17.50.060 Density bonus and concessions/incentive for child care facilities.

A. A housing development that is eligible for a density bonus pursuant to Section 17.50.030 which includes a child care facility qualified under this section is also eligible for either of the following, at the option of the city, if requested in writing by the applicant:

1. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility; or
2. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

B. A child care facility will only qualify the housing development for an additional density bonus or incentive or concession if it is: (1) located on the premises of, as part of, or adjacent to the housing development; and (2) the housing development is eligible for a density bonus pursuant to Section 17.50.030. As a condition of approving the additional density bonus for the housing development, the child care facility must meet *both* of the following criteria:

1. The child care facility shall be used exclusively for child care for a period of time that is as long as or longer than the period of time during which the affordable units are required to remain affordable as stated in deed restrictions and pursuant to Section 17.50.030(C); and
2. Of the children who attend the child care facility, the percentage of children of very low income households, lower income households, or moderate income households shall be equal to or greater than the percentage of dwelling units in that housing development that are proposed to be affordable to very low income households, lower income households, or moderate income households pursuant to Section 17.50.030.

C. Notwithstanding any requirement of this section, the city shall not be required to provide a density bonus or concession or incentive for a child care facility if it makes a written finding, based upon substantial evidence, that the community already has adequate child care facilities.

17.50.065 Commercial housing—Agreement for partnered housing to contribute affordable housing.

When an applicant for approval of a commercial development has entered into an agreement for partnered housing described in Section 65915.7 of the Health and Safety Code to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city shall grant to the commercial developer *a* development bonus as prescribed in Section 65915.7 of the Health and Safety Code. This section shall remain in effect only until January 1, 2022, and as of that date is repealed.

17.50.070 General provisions governing density bonus calculations.

A. For the purposes of any provisions in this chapter, an applicant may elect to accept a lesser percentage of density bonus than that to which the housing development is eligible.

B. When calculating the number of permitted density bonus units, any calculations resulting in fractional units shall be rounded up to the next larger whole number.

C. For the purpose of calculating a density bonus, the dwelling units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located.

D. For the purposes of this chapter, the term “total units” or “total dwelling units” in a housing development does not include those units added by any density bonus.

E. Regardless of the number or extent of affordable *or qualifying* units, senior housing, land dedication, child care facilities or other qualifications for a density bonus provided in any single housing development, no housing development may be entitled to a total density bonus of more than thirty-five percent, *except as provided in Section 17.50.030(A)(4)*.

TABLE 1: Density Bonus Summary

<i>A density bonus may be selected from only one category, except that bonuses for land donation may be combined with others, up to a maximum of 35% (except as provided in Section 17.50.030(A)(4)), and an additional sq. ft. bonus may be granted for a child care facility.</i>				
<i>Qualifying Element of Development Project</i>	<i>Minimum Percentage or Requirement</i>	<i>Bonus Granted</i>	<i>Additional Bonus for Each 1% Increase in Affordable Units</i>	<i>% Affordable Units Required for Maximum 35% Bonus</i>
Affordable Housing				
<i>Very low income units</i>	<i>5%</i>	<i>20%</i>	<i>2.5%</i>	<i>11%</i>
<i>Lower income units</i>	<i>10%</i>	<i>20%</i>	<i>1.5%</i>	<i>20%</i>
<i>Moderate income units (ownership units only)</i>	<i>10%</i>	<i>5%</i>	<i>1%</i>	<i>40%</i>
<i>Lower/Moderate income units</i>	<i>At least 80% lower; remaining units moderate</i>	<i>80% of number of lower income units⁽¹⁾</i>	—	—
<i>Senior citizen housing</i>	<i>Qualified senior citizen housing development</i>	<i>20% of the number of senior citizen housing units</i>	—	—
<i>Foster, disabled veteran and homeless housing</i>	<i>10%</i>	<i>20% of the number of qualifying units</i>	—	—

<i>Lower income student housing</i>	20%	35% of the student housing units	—	—
<i>Land donation for very low income housing</i>	<i>Land donated can accommodate number of very low income units equal to 10% of units in project</i>	15%	1%	<i>Land donated can accommodate number of very low income units equal to 30% of units in project</i>
<i>Child care facility</i>	<i>Development qualifies for density bonus under Section 17.50.030; facility meets requirements in Section 17.50.060.</i>	<i>Equal to or greater than sq. ft. in child care facility ⁽²⁾</i>	—	—
Condominium Conversion				
<i>Lower income units</i>	15%	25% ⁽³⁾	—	N/A Maximum density bonus is 25%
<i>Low/Moderate income units</i>	33%	25% ⁽³⁾	—	N/A Maximum density bonus is 25%

Notes:

⁽¹⁾ If the housing development is located within one-half mile of a major transit stop the city will not impose any maximum density requirement.

⁽²⁾ Or an additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility, at the city's option.

⁽³⁾ Or an incentive of equal value, at the city's option.

17.50.080 Incentives and concessions.

A. Definition of a Qualified Concession or Incentive. An applicant for a density bonus pursuant to Section 17.50.030 may also submit to the city a written proposal for specific incentives or concessions as provided in this section. The applicant may also request a meeting with the city's city manager or designee to discuss such proposal. For purposes of this chapter, concessions and incentives include any of the following:

1. Reductions in site development standards or modifications of zoning requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code. These include, without limitation, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required. In order to qualify as a “concession or incentive,” the city must be able to find, based on substantial evidence, that the requested reductions in site development standards result in identifiable and actual cost reductions to provide for affordable housing costs or for rents for the targeted units to be set as specified in Section 17.50.030(C); or

2. Approval of mixed use zoning in conjunction with the housing development if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial or other land uses are compatible with the housing development and the existing or planned development in the area where the proposed housing development will be located; or

3. Other regulatory incentives or concessions proposed by the applicant or the city, so long as the city can find, based on substantial evidence, that such proposals result in identifiable and actual cost reductions to provide for affordable housing costs or for rents for the targeted units to be set as specified in Section 17.50.030(C).

B. Findings to Deny Concession or Incentive. The city shall grant the concession or incentive requested by the applicant unless the city makes a written finding, based upon substantial evidence, of any of the following:

1. The concession or incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs or for affordable rents for the targeted units to be set as specified in Section 17.50.030(C); or

2. The concession or incentive would have a specific adverse impact upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low income and moderate-income households; or

3. The concession or incentive would be contrary to state or federal law.

C. Number of Concessions or Incentives. If all other provisions of this section are satisfied, an applicant will be eligible for the following number of incentives and concessions:

1. One incentive or concession for housing developments where at least five percent of the total units are for very low income households, at least ten percent of the total units are for lower income households, or at least ten percent of the total units in a common interest development are sold to moderate income households;

2. Two incentives or concessions for housing developments where at least ten percent of the total units are for very low income households, at least twenty percent of the total units are for lower income households, or at least twenty percent of the total units in a common interest development are sold to moderate income households; or

3. Three incentives or concessions for housing developments where at least fifteen percent of the total units are for very low income households, at least thirty percent of the total units are for lower income households, or at least thirty

percent of the total units in a common interest development are sold to moderate income households.

4. Four incentives or concessions for projects meeting the criteria of Section 17.50.030(A)(4). If the project is located within one-half mile of a major transit stop the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

<i>TABLE 2: Incentives and Concessions Summary</i>				
<i>Affordable Units</i>				
<i>% Very Low Income Units</i>	<i>% Lower Income Units</i>	<i>% Moderate Income Units Sold in CID</i>	<i>% Lower/Mod Income Units</i>	<i>Number of Incentives/Concessions</i>
<i>5%</i>	<i>10%</i>	<i>10%</i>	<i>–</i>	<i>1</i>
<i>10%</i>	<i>20%</i>	<i>20%</i>	<i>–</i>	<i>2</i>
<i>15%</i>	<i>30%</i>	<i>30%</i>	<i>–</i>	<i>3</i>
<i>–</i>	<i>–</i>	<i>–</i>	<i>At least 80% lower income; remaining units moderate income</i>	<i>4</i>
<i>Other Qualifying Project Element⁽¹⁾</i>				
<i>Child care facility</i>				<i>1⁽²⁾</i>
<i>Commercial Housing with Partnered Housing Agreement</i>				<i>See Section 17.50.065</i>
<i>Condominium Conversion</i>				
<i>33% of total units provided to persons or families of low or moderate income, or 15% of total units provided to lower income households</i>				<i>1⁽³⁾</i>

⁽¹⁾ *No incentives or concessions are available for land donation.*

⁽²⁾ *Or a density bonus equal to or greater than the square feet in child care facility, at the city's option.*

⁽³⁾ *Or a density bonus of twenty-five percent, at the city's option.*

D. This section does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly-owned land, by the city or the waiver of fees or dedication requirements. Nor does any provision of this section require the city to grant an incentive or concession found to have a specific adverse impact.

E. The granting of a concession or incentive shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this chapter, “study” does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the proposal meets the definition of an “incentive or concession.” Except as provided in Sections 17.50.080(C) and 17.50.090(A), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

17.50.090 Waivers and modifications of development standards.

A. *Except as provided in subsection (E), applicants granted a density bonus pursuant to Section 17.50.030 may, by written proposal, seek a waiver, modification or reduction of development standards that would otherwise have the effect of physically precluding the construction of the housing development at the densities or with the concessions or incentives permitted pursuant to this chapter. The applicant may also request a meeting with the city to discuss such request for waivers and modifications.*

B. To obtain a waiver or modification of development standards, the applicant shall show that the development standards will have the effect of physically precluding the construction of a housing development meeting the criteria of Section 17.50.030(A) at the densities or with the concessions or incentives permitted by this chapter.

C. A proposal for the waiver or reduction of development standards pursuant to this section shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to Section 17.50.080.

D. The city may deny a request for any waiver, modification or reduction of development standards if the waiver, modification or reduction would have a specific adverse impact and there be no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

E. Notwithstanding subsection (A), a housing development that receives a waiver from any maximum controls on density pursuant to Section 17.50.030(A)(4) shall not be eligible for, and shall not receive, a waiver or reduction of development standards pursuant to this Section, other than as expressly provided in Section 17.50.030(A)(4) and 17.50.080(C)(4).

17.50.100 Parking incentives.

A. Except as provided in subsections (B) and (C) hereof, upon the written request of the applicant for a housing development meeting the criteria for a density bonus under Section 17.50.030, the city shall not require a vehicular parking ratio that exceeds the following:

1. Zero to one-bedroom units: one on-site parking space.
2. Two to three-bedroom units: two on-site parking spaces.
3. Four and more bedroom units: two and one-half parking spaces.

B. Notwithstanding subsection (A), if a development includes (1) the maximum percentage of low income or very low income units provided for in Section 17.50.030(B)(1) and (B)(2), and (2) is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, the city shall not impose

a vehicular parking ratio that exceeds 0.5 spaces per bedroom. For purposes of this section, a development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.

C. Notwithstanding subsection (A), if a development consists solely of rental units, exclusive of manager units, with an affordable housing cost to lower income families, then, upon the request of the developer, the city shall **only** impose vehicular parking ratios *consistent with the following*:

1. If the development is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, the ratio shall not exceed 0.5 spaces per unit.

2. If the development is a for-rent housing development for individuals who are sixty-two years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code, the ratio shall not exceed 0.5 spaces per unit. The development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

3. *Notwithstanding subsection (D), if the development is either a special needs housing development or a supportive housing development, then the city shall not impose any minimum parking requirement, provided that if the development is a special needs housing development, the development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.*

D. Notwithstanding subsections (B), (C)(1), **and** (C)(2), if the city or an independent consultant has conducted an area wide or jurisdiction wide parking study in the last seven years prior to any density bonus application, then the city may impose a higher vehicular parking ratio not to exceed the ratio described in subsection (A), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low income and very low income individuals, including seniors and special needs individuals. The city shall bear the costs of any such study. The city shall make findings, based on the parking study completed in conformity with this subsection, supporting the need for the higher parking ratio.

E. Guest parking and handicapped parking shall be included within the maximum number of spaces that may be required. If the total number of parking spaces required for a housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, a housing development may provide on-site parking through tandem parking or uncovered parking, but not through on-street parking. This section shall apply to a development that meets the requirements of Section 17.50.030, but only at the request of the applicant.

F. A request pursuant to this Section shall not reduce or increase the number of incentives or concessions to which the applicant is otherwise entitled.

17.50.110 Standards for density bonus housing developments.

A. Affordable units qualifying a housing development for a density bonus shall be reasonably dispersed throughout the housing development and compatible with the design of market-rate units

in terms of appearance, materials, and finished quality. The applicant may reduce the interior amenities and square footage of inclusionary units, provided all units conform to all other requirements of this code.

B. For developments with multiple market-rate units containing differing numbers of bedrooms, affordable units qualifying a housing development for a density bonus shall be representative of the market-rate unit mix.

C. All building permits for affordable units qualifying a housing development for a density bonus shall be issued concurrently with, or prior to, issuance of building permits for the market rate units, and the affordable units shall be constructed concurrently with, or prior to, construction of the market rate units. Occupancy permits and final inspections for affordable units qualifying a housing development for a density bonus shall be approved concurrently with, or prior to, approval of occupancy permits and final inspections for the market rate units.

17.50.120 Application requirements.

A. A written application for a density bonus, incentive, concession, waiver, or modification pursuant to this chapter shall be submitted with the first application for approval of a housing development and processed concurrently with all other applications required for the housing development. The application shall be submitted on the form prescribed by Section 17.12.030 of this code and shall additionally include at least the following information:

1. Site plan showing total number of units, number and location of affordable units, and number and location of proposed density bonus units. The site plan shall describe the size, in square footage, of all affordable units and density bonus units.

2. A marketing plan that describes how the applicant will inform the public, and those within the appropriate income groups, of the availability of affordable units.

3. The location, structure (attached, semi-attached, or detached), proposed tenure (for sale or rental), and size of the proposed market-rate units, any commercial space, density bonus units, and/or affordable units.

4. Level of affordability proposed for each affordable housing unit and proposals for ensuring affordability.

5. Description of any requested incentives, concessions, waivers or modifications of development standards, or modified parking standards. The application shall include evidence that the requested incentives and concessions are required for the provision of affordable housing costs and/or affordable rents, as well as evidence relating to any other factual findings required under Section 17.50.050.

6. If a density bonus or concession is requested in connection with a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the findings included in Section 17.50.080 can be made.

7. If a density bonus or concession/incentive is requested for a child care facility, the application shall show the location and square footage of the child care facilities and provide evidence that each of the findings included Section 17.50.090 can be made.

8. For phased projects, a phasing plan that provides for the timely development of the number of affordable units proportionate to each proposed phase of development.

9. Any other information reasonably requested by the planning commission to assist with evaluation of the application, excepting that neither the city nor any body thereof may condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law or the terms of this chapter.

B. An application for a density bonus, incentive or concession pursuant to this chapter shall be considered by and acted upon by the approval body with authority to approve the housing development and subject to the same administrative appeal procedure, if any, as more particularly described in Chapter 17.12 of this code. The city shall notify the applicant for a density bonus whether the application is complete in a manner consistent with *Section 65943 of the* Government Code . The application shall be processed in the same timeframes as applicable to the underlying development approval. In accordance with state law, neither the granting of a concession, incentive, waiver, or modification nor the granting of a density bonus shall be interpreted, in and of itself, to require a general plan amendment, zoning change, variance, or other discretionary approval. Provisions of this code governing standards of design review and/or special use permits that are more restrictive than, or contrary to, the provisions of this chapter shall be inapplicable to an application for density bonus.

C. For housing developments requesting a waiver, modification or reduction of a development standard, an application pursuant to this subsection shall be heard in conjunction with the application for density bonus in accordance with Chapter 17.12 of this municipal code. A public hearing shall be held by the planning commission and the commission shall issue a determination. Pursuant to *Section 65915 of the* Government Code , the planning commission shall approve the requested waiver/modification or reduction of development standards, unless one of the following conditions applies:

1. The development standards subject to the waiver/modification do not have the effect of physically precluding the construction of the housing development *meeting the criteria in Section 17.50.030(A)* at the densities or with the concessions or incentives permitted pursuant to this chapter.

2. The waiver/modification will have a specific adverse impact.

D. The decision of the city planning commission may be appealed to the city council in accordance with Chapter 17.12. Notice of any city determination pursuant to this section shall be provided to the same extent as required for the underlying development approval.

17.50.130 Density bonus housing agreements.

A. In General. As a condition to approval of any density bonus pursuant to this chapter, the applicant shall agree to enter into a density bonus housing agreement with the city, which agreement shall be binding upon the applicant and all successors in interest. The form of the density bonus housing agreement will vary, depending on the manner in which the provisions of this chapter are satisfied for a particular development. The agreement shall be recorded as a restriction on the parcel or parcels on which the affordable units and the density bonus units will be constructed. The approval and recordation of the agreement shall take place prior to final map

approval, or, where a map is not being processed, prior to issuance of building permits for such parcels or units. The agreement must include, at minimum, all of the information required for the initial application as set forth in Section 17.50.120(A).

B. Density Bonus Housing Agreements for Ownership Units. In the case of housing developments consisting of ownership units, the density bonus housing agreement must provide the following additional conditions governing the sale and use of affordable units during the applicable affordability restriction period:

1. Affordable units shall be sold or resold only to very low income households, lower income households, or moderate income households in a common interest development, at an affordable ownership cost as defined by this chapter.

2. Affordable units shall be owner-occupied by very low or lower income households, or by moderate income households within a common interest development.

3. Any conditions as necessary or directed by the city council (or other such governing body in the case of the redevelopment agency or housing authority) for the subordination or prioritization of liens or mortgages upon the parcel underlying the owner-occupied affordable unit(s).

4. The purchaser of each affordable unit shall execute a deed instrument approved by the city, which instrument shall restrict the sale of the affordable unit in accordance with this chapter during the applicable affordability restriction period. Such instrument shall be recorded against the parcel containing the affordable unit and shall contain such provisions as the city may require to ensure continued compliance with this chapter and with *Section 65915 of the* Government Code. With respect to moderate income affordable units, the instrument or agreement shall provide for equity-sharing as set forth *in Section 17.50.030(C)(2) of this code and Section 65915 of the* Government Code. The deed restrictions required for affordable units shall specify that the title to the subject property shall only be transferred with prior written approval by the city.

5. ***Equity-sharing agreements shall be secured by a deed of trust insured by a title insurance policy in favor of the City and paid for by the property owner. Owner shall execute such other documents as reasonably required by the City.***

6. Any additional obligations relevant to the compliance with this chapter.

C. Density Bonus Housing Agreements for Rental Units. In the case of housing developments consisting of rental units, the density bonus housing agreement must provide the following additional conditions governing the use of affordable units during the affordability restriction period:

1. Specific property management procedures for qualifying and documenting tenant income eligibility, establishing affordable rent and maintaining affordable units for qualified tenants.

2. Provisions requiring owners or managers of the housing development to verify household incomes for all tenants in affordable units and maintain books and records to demonstrate compliance with this chapter.

3. Provisions requiring owners or managers of the housing development to submit an annual report to the city, which includes the name(s), address, and income of each household occupying affordable units, and which identifies the bedroom size and monthly rent or cost of each affordable unit.

4. Provisions describing the amount of, and timing for payment of, administrative fees to be paid to the city for the on-going compliance monitoring of the provisions of this chapter pursuant to Section 17.50.140.

5. Any conditions as necessary or directed by the city council (or other such governing body in the case of the redevelopment agency or housing authority) for the subordination or prioritization of liens or mortgages upon the parcel underlying the tenant-occupied affordable units.

6. The property owner of each for-rent housing development containing affordable units shall execute a deed instrument approved by the city, which instrument shall restrict the leasing of the affordable unit in accordance with this chapter during the applicable affordability restriction period. Such instrument shall be recorded against the parcel containing the affordable units and shall include the provisions of this chapter and shall provide, at a minimum, each of the following provisions: (a) the affordable units shall be leased to and occupied by eligible households; (b) the affordable units shall be leased at rent levels affordable to eligible households for the full duration of the affordability period; (c) subleasing of affordable units shall not be permitted without the express written consent of the city; and (d) title to the subject property shall only be transferred with prior written approval by the city.

7. Any additional obligations relevant to the compliance with this chapter.

17.50.140 Administrative fee.

An administrative fee shall be charged to the applicant for city review of all materials submitted in accordance with this chapter and for on-going enforcement of the provisions of this chapter. The fee amount shall be established by city council resolution. Fees will be charged for staff time and materials associated with the following activities: development review process, agreement drafting, project marketing and lease-up, and estimated city-incurred costs of monitoring long-term compliance of the affordable units.

17.50.150 Violations of affordable housing requirements.

A. In the event it is determined that rents in excess of those allowed by operation of this chapter have been charged to a tenant residing in a rental affordable unit, the city may take the appropriate legal action to recover, and the rental unit owner shall be obligated to pay to the tenant (or to the city in the event the tenant cannot be located), any excess rent charges.

B. In the event it is determined that a sales price in excess of that allowed by operation of this chapter has been charged to a household purchasing an owner-occupied affordable unit, the city may take the appropriate legal action to recover, and the affordable unit seller shall be obligated to pay to the purchaser (or to the city in the event the purchaser cannot be located), any excess sales costs.

C. Nothing in this section limits or waives any other remedies the city may have available to it in law or equity.

17.50.160 Effects of state law.

This chapter implements the laws for density bonuses and other incentive and concessions available to qualified applicants under *Sections 65915 through 65918 of the* Government Code . In the event these Government Code sections are amended, those amended provisions shall be incorporated into this chapter as if fully set forth herein. Should any inconsistencies exist between the amended state law and the provisions set forth in this chapter, the amended state law shall prevail.”

SECTION 3. The City Council hereby finds, in the exercise of its independent judgment and analysis, that this ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. More specifically, this Ordinance merely implements the requirements of state law, allowing developers to seek a density bonus pursuant to Government Code Section 65915.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 5th day of October, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1175-20 at its regular meeting held on the 21st day of September, 2020, and duly approved and adopted said ordinance at its regular meeting held on the 5th day of October, 2020, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



CITY OF LAWNDALE

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

DATE: October 5, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *[Signature]*

PREPARED BY: Michael Reyes, Director of Municipal Services *[Signature]*

SUBJECT: **Second Reading and Adoption of Ordinance No. 1176-20 to Provide Authority for Recovery of Attorneys' Fees and Imposition of Treble Damages in Public Nuisance Abatement Actions**

BACKGROUND

Existing portions of the City of Lawndale Municipal Code ("LMC") reference the authority for the recovery of attorneys' fees in any action, administrative proceeding, or special proceeding to abate a nuisance. As the applicable law has changed slightly, staff is recommending that the City Council amend the LMC to provide authority for recovery of attorney's fees in a nuisance abatement case generally and imposition of treble damages (triple award of damages) against property owners upon entry of a second civil or criminal judgement within a two-year period.

Ordinance No. 1176-20 will amend LMC Sections 8.24.115 and 8.24.200 to add these provisions regarding attorneys' fees.

STAFF REVIEW

While existing language in the LMC addresses and allows for the recovery of attorneys' fees, the proposed update will authorize the collection of treble damages and for the recovery of reasonable attorneys' fees in the event that a property owner is found liable for a second or subsequent civil or criminal judgement within a two year period. This additional penalty is hoped to deter property owners from repeatedly allowing code violations to occur on their property.

Government Code Section 38773.5 gives cities authority to provide for the recovery of attorneys' fees in any action, administrative proceeding, or special proceeding to abate a nuisance, while Government Code Section 38773.7 authorizes cities to adopt an ordinance declaring that they are entitled to three times the actual costs of abatement when there is a second judgment to abate a public nuisance within two years. The introduction of Ordinance No. 1176-20 will amend the LMC to provide this authority to the City for recovery of attorneys' fees in nuisance abatement cases and impose treble damages against property owners.

LEGAL REVIEW

The City Attorney's office has reviewed the attached Ordinance and approves it as to form.

FISCAL IMPACT

There will be no fiscal impact associated with this Ordinance although it could result in the City recovering slightly more in fees and costs on occasion.

RECOMMENDATION

Staff recommends that the City Council approve this second reading and adopt Ordinance 1176-20.

Attachments: Ordinance No. 1176-20

ORDINANCE NO. 1176-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA AMENDING SECTIONS 8.24.115 AND 8.24.200 OF THE LAWNSDALE MUNICIPAL TO PROVIDE AUTHORITY FOR RECOVERY OF ATTORNEYS' FEES AND IMPOSITION OF TREBLE DAMAGES IN PUBLIC NUISANCE ABATEMENT ACTIONS

SUMMARY: This ordinance will provide authority for the recovery of attorneys' fees and imposition of treble damages for certain types of public nuisance abatement actions.

WHEREAS, Government Code section 38773.5 authorizes a city to provide, by ordinance, for the recovery of attorneys' fees in any action, administrative proceeding, or special proceeding to abate a nuisance; and

WHEREAS, Government Code section 38773.7 authorizes a city to provide, by ordinance, that upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a public nuisance condition that may be abated in accordance with an ordinance enacted pursuant to Government Code sections 38773.5 and 38773.6, except for conditions abated pursuant to Health & Safety Code section 17980, the court may order that person to pay treble the costs of abatement; and

WHEREAS, the City Council now desires to amend the Lawnsdale Municipal Code to provide authority for recovery of attorneys' fees in nuisance abatement cases generally and imposition of treble damages against property owners upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that the property owner is responsible for certain types of public nuisance conditions.

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

SECTION 1. The City Council of the City of Lawnsdale finds that the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. Section 8.24.115 of the Lawnsdale Municipal Code is hereby amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in *bold and italics*):

~~"8.24.115 Two or more abatements in a two-year period. Treble damages.~~

~~If the city abates the same property two or more times in a two-year period, the city shall recover three times the total value of the assessments, penalties, costs, and attorneys' fees incurred in connection with the second or subsequent abatement. In addition to the penalties provided for in this chapter, upon entry of a second or subsequent civil or criminal judgment within a two-year period against an owner of a property responsible for a public nuisance and~~

subject to this chapter, the city is authorized to request that the court order the owner to pay treble the costs of abatement, except if any such judgment relates to an abatement of conditions pursuant to California Health and Safety Code Section 17980.”

SECTION 3. Section 8.24.200 of the Lawndale Municipal Code is hereby amended to read, in its entirety, as follows (deletions marked in ~~strike~~through, additions in *bold and italics*):

~~“Any time attorneys’ fees, recovered pursuant to this chapter, are recoverable as a result of litigation, the prevailing party shall be entitled to attorneys’ fees.”~~

- A. The prevailing party in any action, administrative proceeding, or special proceeding to abate a public nuisance, or in any appeal or other judicial action arising therefrom, shall be entitled to recover its reasonable attorneys’ fees. Recovery of attorneys’ fees shall be limited to those actions or proceedings in which the city elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys’ fees. In no action or proceeding shall an award of attorneys’ fees to a prevailing party exceed the amount of reasonable attorneys’ fees incurred by the city in the action or proceeding.
- B. In addition to the award of attorneys’ fees pursuant to the provisions of subsection A of this section, the prevailing party in any action, administrative proceeding, or special proceeding to abate a public nuisance, or in any appeal or other judicial action arising therefrom, shall be entitled to recover its reasonable attorneys’ fees incurred in any post-judgment proceedings to collect or enforce the judgment.”

SECTION 4. Adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that adoption of this ordinance, amending existing sections to the City’s municipal Code to clarify the intent, will have a significant effect on the environment. Therefore, adoption of this ordinance is not subject to CEQA.

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

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

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1176-20 at its regular meeting held on the ___ day of _____, 2020, and duly approved and adopted said ordinance at its regular meeting held on the ___ day of _____, 2020, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



CITY OF LAWDALE

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

DATE: October 5, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KMChun*

PREPARED BY: Kahono Oei, Interim Public Works Director *OK*
Christy M. Lopez, Deputy City Attorney

SUBJECT: Amendment to Existing Agreement for Installations of Telecommunication Equipment in the Right-of-Way

BACKGROUND

On October 1, 2018, the City and Sunesys LLC entered into a new Right of Way Use Agreement (RUA). The RUA gives Sunesys permission to “encroach over, under, and along the public rights-of-way” of a defined project area described in Exhibit A of the RUA for the construction of certain communication lines and cables. Sunesys must apply to the City for an encroachment permit for any project beyond what is described in the RUA and on Exhibit A. Any antenna or vertical installation subject to the City’s Wireless Telecommunications Ordinance will be separately processed through the City’s applicable regulations. Sunesys will also pay all applicable permit, inspection, and related costs to the City.

As of January 1, 2019, and as a result of an internal consolidation of various legal entities via a merger, Crown Castle became responsible for all obligations of Sunesys. As a result, Crown Castle seeks to amend the RUA to expand the agreement such that it would explicitly govern Crown Castle installations for the project in the right of way as well. As Crown Castle is the successor to Sunesys, the RUA can be expanded to include its installations.

STAFF REVIEW

The 2018 RUA has a 5 year term such that it is in place through September 30, 2023. Staff has confirmed that Sunesys is current in its payments under the RUA to the City.

Staff recommends that the City amend the RUA to also allow for Crown Castle’s construction, installation, and maintenance of additional facilities that occupy the public rights-of-way

LEGAL REVIEW

The City Attorney’s Office has reviewed and approved the contract amendment as to form.

FISCAL IMPACT

There will be no direct fiscal impact to the City. Per section 7901 of the Public Utilities Code, telecommunication and data carriers, including Crown Castle, are permitted to be in the public right-of-way at no charge (e.g., no franchise fee or rent can be charged).

RECOMMENDATION

Staff recommends that the City Council approve an amendment to the Right-of-Way Use Agreement with Sunesys LLC identifying Crown Castle Fiber LLC as its successor.

Attachments: Sunesys Right-of-Way Agreement
First Amendment to Right-of-Way Agreement

**RIGHT-OF-WAY USE AGREEMENT
WITH ADDENDUM FOR CITY-OWNED CONDUIT USE**

THIS RIGHT-OF-WAY USE AGREEMENT WITH ADDENDUM FOR CITY-OWNED CONDUIT USE ("Agreement") is entered into this 1st day of October, 2018 (the "Effective Date") by and between the **City of Lawndale**, a California municipal corporation ("City") and **Sunesys, LLC**, Sunesys, LLC, a Delaware limited liability company ("Company"). For the purposes of this Agreement, City and Company may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. Company wishes to install and thereafter maintain certain communication lines and cables, using a City-owned fiber and conduit system, in, on or over portions of the public rights-of-way in the City, located generally in the area spanning from W. 154th Street to 165th Street, totaling 3,504 feet in length, as more particularly shown in Exhibit A attached and incorporated by this reference (the "Project" and "Project Area"). The Project shall be run through City-owned conduit, with all Company's use of City-owned conduit to be subject to that Addendum attached hereto at Exhibit B.

B. The Project will require the occupation of the public rights-of-way and will be completed pursuant to Company's Certificate of Public Convenience and Necessity ("CPCN") issued by the California Public Utilities Commission ("CPUC"), D 06-06-047 issued on June 29, 2006.

C. The City and Company now enter into the present Agreement to install and maintain the Project to provide underground fiber optic, conduit, cable and communication line services, which terms shall govern the initial Project as well as Company's subsequent occupation and use of the rights-of-way in the City, excepting any antenna or verticality installations subject to the City's Wireless Telecommunications Ordinance.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this agreement, the parties agree as follows:

1. Scope of Project and Use.

City gives permission to Company to encroach over, under and along the public rights-of-way of the Project Area for the purpose of the construction of certain communication lines and cables in certain public rights-of-way, which initial Project is more specifically described on the map attached as Exhibit A. The Project that is described in Exhibit A may be amended and/or augmented by Company pursuant to the terms of Company's CPCN, and Company shall apply for the appropriate encroachment permit with the City in each case. In addition, Company agrees that any antenna or verticality installations subject to the City's Wireless Telecommunications Ordinance will be separately processed through the City's regulations for wireless facility installations in the public right-of-way. All work will be constructed and maintained at the sole cost and expense of Company.

Company represents that its CPCN authorizes construction activities in relation to the Project and that the Project will be used solely for the purposes authorized in its CPCN as a "Telephone Corporation" within the meaning of its CPCN and the California Public Utilities Code. If Company

uses the Project for purposes other than the services that are sanctioned by the CPCN, the City reserves the right to charge Company full, fair and reasonable compensation for the use of the City's rights-of-way and to impose other lawful requirements.

By entering into this Agreement, neither the City nor Company waive any rights reserved to either pursuant to Public Utilities Code Sections 7901 and 7901.1, or otherwise. In addition, neither party waives any rights reserved under the Telecommunications Act of 1996 including, but not limited to, those rights set forth in Section 253 of the Act.

In addition to the terms of this Agreement, and in recognition of the fact that the Project will run through City-owned conduit, Company shall also pay a license fee to the City pursuant to that Addendum attached hereto at Exhibit B. The Addendum shall be executed concurrently with this Agreement.

2. Term and Termination.

The term of this Agreement (the "Term") is five (5) years, commencing on the date both Company and City have executed this Agreement ("Commencement Date").

3. Permit Fees.

Company shall pay any and all published permit, inspection, and related cost-recovery fees of the City consistent with Cal. Gov't Code § 50030.

4. Assignment/Subletting.

This Agreement may not be assigned by Company without the express written consent of City, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Company to a parent, subsidiary, or other affiliate of Company, or to any successor-in-interest or entity acquiring fifty- one percent (51%) or more of Company's stock or assets (collectively "Exempted Transfers") will be deemed an assignment for the purposes of this Agreement and will require the City's consent. Moreover, with respect to any requested assignment, Company must reasonably demonstrate to the City compliance with the following criteria: (i) the proposed transferee will have a financial strength after the proposed transfer at least equal to that of Company immediately prior to the transfer; (ii) the proposed transferee assumes all of Company's obligations under this Agreement; and (iii) the experience and technical qualifications of the proposed transferee in providing telecommunications or similar services evidences the ability to operate the telecommunications network described in Exhibit A. Upon such demonstration, City shall not unreasonably withhold, condition or delay consent to the transfer.

5. Notices.

All notices must be in writing and are effective only when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight delivery as follows:

If to Company:	If to City:
Sunesys, LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attn: Ken Simon, General Counsel With a copy to: Sunesys, LLC c/o Crown Castle 2000 Corporate Drive	City of Lawndale ATTN: Community Development Director 14717 Burin Avenue Lawndale, CA 90260

6. Improvements.

All work and entry upon, over, under or along the public rights-of-way must be done under the supervision of Company and its contractors in a good and skillful manner and must comply with all standards imposed by the City from time to time. Any improvements installed above-ground within the City by Company must be covered in anti-graffiti surfaces, must be specifically identified on Exhibit A and shall be of a design approved by City staff. Should any of Company’s facilities be painted with graffiti, Company shall have five days from its receipt of notification of the graffiti by the City to remove the graffiti. Should such graffiti not be removed within said five days, the City may cause the graffiti to be removed and shall submit an itemized statement of the actual and reasonable costs to Company. Upon receipt of a demand for payment by City, Company must reimburse City for those costs within thirty days of receipt of the invoice.

Any and all damage to other facilities or the rights-of-way resulting from the activities of Company must be promptly repaired by Company, at its sole cost and expense, to return such facilities or rights-of-way to a safe and satisfactory condition as directed by, and to the reasonable satisfaction of, the City’s Director of Public Works. If Company does not make such repairs, City has the option, upon thirty (30) days’ prior written notice to Company, to perform or cause to be performed all reasonable and necessary work on behalf of Company. City may charge Company for the costs incurred by City. Upon receipt of a demand for payment by City, Company must promptly reimburse City for those costs.

Any excavation on the public rights-of-way by Company must be monitored by Company for any lateral movement or other forms of trench failure.

In addition, Company must notify all owners of real property located within thirty (30) feet of any installation and maintenance work performed by Company at least seven (7) business days prior to the commencement of such work. In order to accomplish this, the City and Company will agree to use an appropriate “door hangar” for notification, which shall include contact information for a Company representative for any questions that may arise, consistent with utility installation and construction practices.

7. Compliance with Laws.

7.1 Company agrees that all of its installations shall at all times remain in compliance with all local, state, and federal laws regarding public safety as well as all applicable City requirements.

7.2 City and Company agree that, pursuant to federal statutes, including 47 U.S.C. § 253, and to the extent that Company is authorized by the CPUC, City will not prohibit Company from providing interstate and intrastate expanded telecommunications services, but may manage the public rights-of-way and impose neutral and non-discriminatory requirements to the degree permitted under state and federal law; and as necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers, and may, to the extent permitted by applicable state law (including California Public Utilities Code § 7901), require fair and reasonable, neutral and non-discriminatory compensation from Company for use of equipment affixed to the public rights-of-way, if any, on a non-discriminatory basis. Nothing in this Agreement shall constitute a waiver by Company or City of any state or federal regulation governing the provisioning of telecommunications services.

8. Interference.

8.1 Interference Generally. Company will resolve technical interference problems with other equipment located at or near the Project on the Commencement Date, as well as any interference problems arising from any equipment that becomes attached to the Project at any future date if the City approves the addition of equipment to the Project.

Moreover, in the performance and exercise of its rights and obligations under this Agreement, Company must not interfere in any manner with the existence and operation of any public or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television and telecommunications facilities, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement.

8.2 Ground-Mounted Equipment. Company does not currently intend to install any ground-mounted facilities or equipment cabinets. Nonetheless, Company understands that any installation of ground-mounted facilities and equipment cabinets shall be subject to the planning and design review imposed by the City on all other users of the public rights-of-way. Company agrees to comply with the City's current ordinances regarding such installations as well as any future regulations that may be adopted by the City respecting such installation that are consistent with the City's rights under Section 7901.1 of the California Public Utility Code and other applicable laws that are applied in a non-discriminatory fashion to other telecommunications companies regulated and issued a CPCN by the CPUC.

9. Utilities and Maintenance.

9.1 Utilities.

Company shall pay for all utilities used (and connections to utilities) in connection with the installation, operation and maintenance of the Project. Company agrees to take utility access from the nearest possible connection, to minimize damage to the public rights-of-way. Throughout the life of

this Agreement, Company agrees to maintain the facilities that it installs in good operational condition.

9.2 Maintenance.

In the performance and exercise of its rights and obligations under this Agreement, Company, at its sole cost and expense, shall maintain any real property utilized by Company to access the Project's facilities in a safe and satisfactory condition as directed by, and to the satisfaction of, the City, including but not limited to removal of any debris generated by Company and replacement of any plants or landscaping damaged or destroyed by Company. In the event that any of Company's facilities cause damage to the City's rights-of-way or interfere with the performance of any of the City's public duties or other uses of the rights-of-way, Company agrees, upon notice from the City, to promptly commence and complete all necessary repairs to cure any such damage caused by such facilities, at Company's sole cost and expense. If Company fails to repair the damage after receiving notice from the City or if an emergency necessitates immediate repair of the damage, City may, in its sole discretion, perform the repair work itself, in which case Company shall reimburse City for the actual and reasonable costs of the repair work within 30 days after receiving a statement detailing such costs.

10. Default.

If either party is in default under this Agreement for a period of: (a) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may terminate this Agreement, and may pursue any remedies available to it against the defaulting party under applicable law. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds diligently to fully cure the default.

11. Taxes.

Company shall be solely responsible for payment of all personal property taxes, use taxes, and possessory interest taxes assessed upon and arising from its use and operation of the Project facilities installed by Company at the Project Area.

12. Insurance and Indemnification.

12.1 Insurance Coverages.

The Company shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance, which shall include all elected and appointed officers, employees and agent of the City as additional insureds as their interests may appear.

- (a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of commercial general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an

amount not less than \$2,000,000.00 per occurrence, or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit, which limits may be met by a combination of primary and excess or umbrella insurance.

- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Company against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Company in the course of carrying out the work or services contemplated in this Agreement.
- (c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of commercial automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.
- (d) Professional Liability. Professional liability insurance appropriate to the Company's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Company's services or the termination of this Agreement. During this additional 5-year period, Company shall annually and upon request of the City submit written evidence of this continuous coverage.

Subcontractors. In the event that the Company is authorized to subcontract, Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

12.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Company's insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide thirty (30) days prior written notice of cancellation by mail the City with ten (10) days' notice for non-payment of premium. In the event any of said policies of insurance are cancelled, the Company shall, prior to the cancellation date, submit new evidence of insurance in conformance to the City.

No work or services under this Agreement shall commence until the Company has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City, which reasonable approval may not be withheld or delayed. City reserves the right to inspect complete copies of and endorsements to all required insurance policies at any time at a mutually agreeable location and receive certified copies of said insurance policies in the event a claim is filed. Any failure of the Company to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement).

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Company performs; products and completed operations of Company; premises owned, occupied or used by Company; or any automobiles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers. The Company agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Company may be held responsible for the payment of damages to any persons or property resulting from the Company's activities or the activities of any person or persons for which the Company is otherwise responsible nor shall it limit the Company's indemnification liabilities as provided herein.

In the event the Company subcontracts any portion of the work contemplated by this Agreement, the contract between the Company and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Company is required to maintain, and such certificates and endorsements shall be provided to City.

12.3 Indemnification.

To the fullest extent permitted by law, Company agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Company, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Company is legally liable ("indemnitors"), or arising from Company's or indemnitors' reckless or willful misconduct, or arising from Company's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Company will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and reasonable attorneys' fees incurred in connection therewith;
- (b) Company will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Company hereunder; and Company agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Company for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Company hereunder, Company agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and reasonable attorneys' fees.
- (d) Company shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Company shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Company in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, and to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of

the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Company and shall survive termination of this Agreement.

12.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In the event the risk manager determines that the work or services to be performed under this Agreement create an increased or decreased risk of loss to the City, the Company agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

13. Relocation and Rearrangement Obligation.

13.1 Relocations at Company's Expense. Whenever, during the term of this Agreement or any Renewal Term, the City changes the grade, width or location of any street or improves any street in any manner, including the laying of any sewer, storm drain, conduit, gas, water, electric or other utility system, or other pipes owned or operated by the City or any other City-controlled public agency or City-controlled public utility, or constructs any pedestrian tunnels, or moves existing utilities where Company's facilities are located to an underground location, or other work of the City and such work will, in the sole opinion of the City, render necessary any change in the position or location of any facilities of Company in or into the street, Company will, at its sole cost and expense, do any and all things necessary to effect such change in position or location, in conformity with the written notice of the City to Company ("Removal Order").

If, within 120 days after its receipt of such Removal Order, Company fails or refuses to relocate its facilities located in, on, upon, along, under, over, across or above any highway or to pave, surface, grade, repave, resurface or regrade as required, pursuant to any provision of the Agreement, the City or other public entity may cause the work to be done and will keep an itemized account of the entire cost thereof, and Company will hold harmless the City, its officers and employees from any liability which may arise or be claimed to arise from the moving, cutting, or alteration of any of Company's facilities, or the turning on or off of water, oil, or other liquid, gas, or electricity. In addition, Company agrees to, and shall, reimburse the City or other City-controlled public entity for such cost within thirty days after presentation to Company of an itemized account of such costs. Additionally, nothing contained herein should be construed as a waiver to any rights that Company may have to collect funds, if available, under various "Rule 20" undergrounding project rules.

13.2 Company's Failure to Remove and Relocate. In the event that Company fails to remove and relocate the facilities identified in the Removal Order within the applicable time period established above, then such facilities will automatically be deemed abandoned and may be removed or caused to be removed by the City or any third party without liability to Company for any damages or costs of any

13.3 Expense of Others. When rearrangement of the Project's facilities is done for the accommodation of any party not identified herein, the cost of such rearrangement may be borne by the accommodated party. It shall be Company's sole responsibility to arrange for said accommodated party, in advance of such rearrangement, to: (a) deposit with Company either cash or a corporate surety bond in an amount, as in the reasonable discretion of Company will be required to pay the costs of such rearrangement; and (b) to execute an instrument agreeing to indemnify and hold harmless Company from any and all damages or claims caused by such rearrangement.

13.4 Rearrangement of the Facilities of Others. Nothing contained in this Agreement will be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation; or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of Company.

13.5 Notice of Relocation. To the extent feasible and to the extent that City is involved in any relocation or rearrangement, City will endeavor to provide Company with at least 120 days' written notice of any relocation or rearrangement of facilities which Company is required to make hereunder. Such notice will specify in reasonable detail the work to be done by Company and will specify the time that such work is to be accomplished. In the event that the City changes the provisions of any such notice given to Company, Company will be given additional time to accomplish such work. In case Company fails to commence such work in compliance with said written notice within thirty days after service of same upon Company (unless Company will be unable to comply with such notice by reason of strikes, riots, acts of God, or act of public enemies), the City's Public Works Director may cause the work required in said notice to be done by the City or at the election of the City, by a private contractor at Company's sole cost and expense, pursuant to the provisions of this Paragraph 13.

If Company has attached or connected its Project facilities to the facilities of other utilities or parties located in the City's rights-of-way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, then Company will be bound to relocate or remove its Facilities at the same time and in the same manner as such other utilities or parties at Company's sole cost and expense.

14. License Fees.

Company shall be solely responsible for the payment of fees, as provided for in the "Addendum for the Use of City-Owned Conduit" attached hereto and incorporated herein as Exhibit B, for Company's use of the City-owned fiber and conduit system to house and support Company's communication lines and cables which are installed pursuant to this Agreement. Said fees are not, and shall not be construed as, fees for Company's use of the right(s)-of-way, or any portion of the right(s)-of-way, of the City.

15. Miscellaneous.

15.1 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial

of such action shall be vested exclusively in the courts of Los Angeles County or in the relevant United States District Court.

15.2 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

15.3 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

15.4 Severability. In the event that part of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties.

15.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

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

16. Emergency and General Contact Information for Company. The emergency contact number to reach Company 24 hours a day, seven days a week is 951-454-5111. Should this number be disabled or revised for any reason, Company shall give the City immediate notice of an alternate emergency contact number. In addition, Company may be reached during business hours as follows:

<i>Corporate Contact:</i> Sunesys, LLC 2000 Corporate Drive Canonsburg, PA 15317	<i>California Office:</i> Sunesys LLC 226 N. Lincoln Corona, CA 92882
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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

“CITY”:
CITY OF LAWNSDALE

R. P. [Signature]
Mayor

Date: 11/5/18

ATTEST:
Rhonda Hoffmann Norma
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany J. Israel
Tiffany J. Israel, City Attorney

“COMPANY”:

SUNESYS,
LLC

Date: 10/1/18

By: [Signature]
Name: MARK MESSANA
Title: HEAD OF REGIONAL OPERATIONS

By: [Signature]
Name: PATRI ZANREZZA
Title: VP, FINANCE - FIBER

EXHIBIT A
MAP OF THE PROJECT

EXHIBIT B

CONDUIT LICENSE ADDENDUM

ADDENDUM FOR THE USE OF CITY-OWNED CONDUIT

THIS ADDENDUM FOR THE USE OF CITY-OWNED CONDUIT (the "Addendum") made and effective as of this day of July, 2018, by and between the City of Lawndale, a municipal corporation ("City") and Sunesys a LLC, with offices at _____ ("Company") (collectively the "Parties.>").

RECITALS

- a. The City and Company have entered into a Right-of-Way Use Agreement pertaining to Company's use and occupation of portions of the public right-of-way in the City for installation and subsequent maintenance of certain communication lines and cables in, on or over said portions of the public right-of-way (the "Right-of-Way Use Agreement").
- b. The City is the owner of a Fiber and Conduit System as described in Exhibit A, attached hereto and incorporated herein by reference.
- c. Company seeks to use the City-owned Fiber and Conduit System to house and support the communication lines and cables that Company will cause to occupy the public right-of-way in the City pursuant to the Right-of-Way Use Agreement.
- d. The Parties wish to enter into an agreement to provide Company with a license to use the City's Fiber and Conduit System to house and/or support said communication lines and cables, and such is the purpose of this Addendum.
- e. All the terms and conditions of the Right-of-Way Use Agreement are in full force and effect except as specifically otherwise provided herein, and where this Addendum is silent on an issue addressed by the Right-of-Way Use Agreement, the Right-of-Way Use Agreement shall apply.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree to supplement and/or amend the Right-of-Way Use Agreement as follows:

ARTICLE I—DEFINITIONS

For the purpose of this Addendum, the following terms when used herein shall have the following meanings.

- 1.1. "City Facilities" means all facilities, including but not limited to fiber optic cables, equipment and all associated hardware, owned, controlled and/or utilized by the City.
- 1.2. "Conduit" means a structure for supporting Fiber or other cables, usually underground, which may contain, among other things, one or more Innerducts.
- 1.3. "Dark Fiber" means unlit optical fiber cable strands where Company is responsible for

providing and attaching the telecommunications equipment and lasers to transmit the light to carry data via the fiber.

- 1.4. "Fiber" means optical fiber cable strands used to transmit light to carry data.
- 1.5. "Fiber and Fiber and Conduit System" means any combination of Fiber, Innerducts, Conduits, Manholes, Vaults, Handholes, Junction Boxes and Pedestals joined to form an integrated system, which is owned, in whole or in part, by the City.
- 1.6. "Handhole" means a buried box with a lid that is even with the surface of the ground used to store, terminate, splice or transfer fiber optic cable.
- 1.7. "Innerduct" means a single enclosed raceway/channel within a single Conduit in which the fiber optic cable will be placed.
- 1.8. "Junction Box" means a box where cable splices and connections are made and accessed.
- 1.9. "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- 1.10. "Pedestal" means an above ground structure used to store, terminate, splice or transfer fiber optic cable.
- 1.11. "Company Facilities" means all facilities, including but not limited to fiber optic cables, equipment and all associated hardware, owned and/or utilized by Company that occupy and use the identified portion of the Fiber and Conduit System.
- 1.12. "Vault" means an underground structure used to store, terminate, splice or transfer fiber optic cable.

ARTICLE II—SCOPE OF ADDENDUM

- 2.1. This Addendum shall become effective upon its execution and for the term of the Right-of-Way Use Agreement, and shall be automatically terminated if and when the Right-of-Way Use Agreement is terminated.
- 2.2. Subject to the provisions of this Addendum, the City agrees to issue to Company, for the purposes limited to those described herein, a revocable and nonexclusive license authorizing the placement of Company's Facilities in a portion of the City's Fiber and Conduit System as identified and specified in Exhibit A.
- 2.3. No use of the City's Fiber and Conduit System or payment of any fees or charges required under this Addendum shall create or vest in Company any ownership or property rights of any nature in the Fiber and Conduit System.
- 2.4. The Parties agree that this Addendum shall not be construed as limiting or interfering with the City's right to manage, control, construct, locate, maintain and/or use: its Fiber and Conduit System; City Facilities; the public right-of-way; and/or any public or private property in which the Fiber and Conduit System or the City's Facilities are located.
- 2.5. The Parties intend that nothing contained in this Addendum should act as a limitation, restriction, or prohibition against the City with respect to any agreement which the City has heretofore entered into, or may in the future enter into with others regarding the Fiber

and Conduit System, including the identified portion of the Fiber and Conduit System covered by this Addendum. Company acknowledges that such an agreement with a third party may make rearrangement of Company's Facilities necessary. Company agrees that in such event, Company will cooperate in good faith with such rearrangement work; provided however, that the City shall give Company sixty (60) days written notification of such intent to rearrange Company's Facilities.

- 2.6. If the City determines that it is necessary to relocate, modify or alter the Dark Fiber and/or the Fiber and Conduit System, the City shall provide Company sixty (60) days written notification prior to making the proposed relocation, modification or alteration in order to provide Company a reasonable opportunity to rearrange, relocate or modify the existing Company Facilities. Company shall have no responsibility for costs and expenses relating to the relocation, modification or alteration of the Fiber and Conduit System for the purpose of meeting the City's needs or the needs of any other joint-user. In all cases, Company shall bear the costs incurred in any rearrangement, relocation, modification or alteration of the Company Facilities. The notification requirement of this section shall not apply to emergency situations.
- 2.7. In the event of an emergency, as soon as practicable thereafter and not later than seventy-two (72) hours after having taken such action, the City will advise Company in writing of the emergency work performed or the action taken with respect to any emergency modification or alteration of Company's Facilities.

ARTICLE III—FEES AND CHARGES

- 3.1. Company shall pay the City an annual Conduit Occupancy License Fee in the amount of three dollars and fifty cents (\$3.50) per linear foot for the use and occupancy of the identified portion of the City's Fiber and Conduit System, as set forth in Exhibit A. The Conduit Occupancy License Fee shall be payable each year during the term of this Addendum. The first installment of the Conduit Occupancy License Fee shall be tendered to the City prior to commencement of the installation of the Company Facilities. Thereafter, each year that this Addendum remains in effect, Company shall tender the applicable Conduit Occupancy License Fee to the City no later than June 30.
- 3.2. The Conduit Occupancy License Fee imposed pursuant to Section 3.1 is not, and shall not be construed as, a fee for Company's use of the right(s)-of-way, or any portion of the right(s)-of-way, of the City. Nothing in this Addendum shall be interpreted in a manner that derogates Company's rights to move its facilities to aerial utility facilities and make attachments to utility poles pursuant to the Pole Attachment Act, 47 USC §224, and to otherwise occupy the rights-of-way pursuant to 47 USC §253 and in any manner not inconsistent with Company's statewide franchise under California Public Utilities Code §7901.
- 3.3. Wherever this Addendum provides for Company to pay for work done by the City, the charge for such work shall include all actual and reasonable material, labor, engineering and administrative costs and applicable overhead. The City's standard billing rates for having personnel on site shall also apply.
- 3.4. Whenever Company is obligated by any terms of this Addendum to reimburse the City for costs, such costs will be determined by the City using the City's cost accounting

systems used for recording capital and expense activities.

35. If Company fails to pay any amounts due under this Section within 30 days from the specified due date, Company must pay, in addition to the unpaid fees, a sum of money equal to one percent (1%) of the amount due for each month or fraction thereof during which the payment is due and unpaid.

ARTICLE IV—PRACTICES

- 4.1. The location of Company's Facilities in the Fiber and Conduit System will be made on mutual agreement of Company and the City. Company's Facilities shall be installed and maintained in accordance with the requirements and specifications of the then-current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the California State Electric Code and any relevant provisions from the California Public Utilities Commission, each of which are incorporated by reference in this Addendum, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules or orders now in effect or that may hereafter be issued by the City or other authority having jurisdiction.
- 4.2. If Company's Facilities, or any part thereof, are not maintained in accordance with conditions provided by this Addendum, and Company has not corrected the violation within thirty (30) days from receipt of written notice thereof from the City, the City may at its own option correct said conditions at Company's expense. The City will notify Company in writing prior to performing such work whenever practicable. When the City reasonably believes, however, that such conditions pose an immediate threat to the safety of the City's employees or the public, interfere with the performance of the City's service obligations, or pose an immediate threat to the physical integrity of the City's Facilities, the City may perform such work and/or take such action at Company's expense that it deems necessary without first giving written notice to Company and the City shall be indemnified by Company for such work in accordance with Article VIII, Section 8.3 of this Addendum. As soon as practicable thereafter and not later than seventy-two (72) hours after having taken such action, the City will advise Company in writing of the work performed or the action taken and make all reasonable efforts to arrange for recommendation of Company's Facilities so affected. Company shall be responsible for paying the City for all actual and reasonable costs incurred by the City in taking action under this subsection.
- 4.3. Company's Facilities placed in or connected to the City's Fiber and Conduit System must meet all of the following physical design specifications:
 - a. Construction splices in Company's cables shall be located in Manholes, Vaults, Handholes, Junction Boxes or Pedestals.
 - b. Company shall install ownership identification tags on all Company Fiber where such Fiber is present in any Manhole, Vault, Handhole, Junction Box or Pedestal.
 - c. The diameter of any Company Fiber and the number of Company's Fiber cables to be placed in the City's Fiber and Conduit System shall not exceed 1 1/4"

Innerduct, which shall be installed at Company's cost and for which Company will have ongoing access for repair and maintenance.

- d. Where Company constructs Conduit which is to be connected to any of the City's Manholes, Vaults, Junction Boxes or Pedestals, such Conduit shall be sealed against the entry of gases or liquids at the opening to the Manhole, Vaults or Junction Boxes, and where Company's Conduit enters any building it shall also be sealed where it enters the building.

ARTICLE V—REMOVAL OF FACILITIES

- 5.1 Company shall remove its Facilities within sixty (60) days after termination of the Right-of-Way Use Agreement. If Company fails to remove its Facilities within such thirty (30) day period, the City shall have the immediate right to remove Company's Facilities at Company's expense in accordance with Article III of this Addendum. Company shall indemnify the City for such work in accordance with Article VIII of this Addendum.

ARTICLE VI—INSPECTION OF COMPANY'S FACILITIES

- 6.1. The City reserves the right to make periodic inspections at any time of any part of Company's Facilities occupying the Fiber and Conduit System for the limited purpose of determining whether Company's Facilities are in compliance with the terms of this Addendum; provided that such inspections must be non-invasive and non-disruptive.
- 6.2. The City will give Company reasonable advance written notice of such inspections, and Company shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Company.
- 6.3. Such inspections shall be conducted at the City's expense unless the City reasonably determines that Company's Facilities occupying the Fiber and Conduit System are in not compliance with the terms of this Addendum. In such instance, Company shall be responsible for paying the City for all actual and reasonable costs incurred by the City in making the inspection and Company shall indemnify the City for such work in accordance with Article VIII of this Addendum.
- 6.4. Company agrees that the making of periodic inspections or the failure to do so shall not operate to impose upon the City any liability of any kind whatsoever or relieve Company of any responsibility, obligations or liability whether assumed under this Addendum or otherwise existing.

ARTICLE VII—UNAUTHORIZED OCCUPANCY

- 7.1. If any of Company's Facilities are found occupying any portion of any of the Fiber and Conduit System other than as set forth in Exhibit A, the City may, without prejudice to its other rights or remedies under this Addendum, require Company to remove the unauthorized occupancy within ten (10) days of receipt of notice from the City regarding Company's unauthorized use and the City may assess an unauthorized occupancy fee at the rate of \$350 dollars per day for each day of the unauthorized occupancy.

72. If at the end of such ten (10) day period, Company has not removed the unauthorized occupancy, the City may, at its sole option, remove Company's Facilities at Company's expense in accordance with Article III and the City shall be indemnified by Company for such work in accordance with Article VIII of this Addendum.
73. No act or failure to act by the City with regard to said unlicensed use shall be deemed as ratification of the unlicensed use.

ARTICLE VIII—LIABILITY AND DAMAGES

81. The City shall exercise reasonable precaution to avoid damaging the Company Facilities and shall make an immediate report to Company of the occurrence of any such damage caused by its employees, agents or contractors. The City agrees to reimburse Company for all reasonable costs incurred by Company for the physical repair of such facilities damaged by the negligence of the City, however, the City shall not be liable to Company for any interruption of Company's service or for interference with the operation of Company's Facilities. Neither Party shall be liable to the other for any special, indirect, or consequential damages arising in any manner whatsoever out of the Parties' use of the Fiber and Conduit Systems or the Parties' actions or omissions in regards thereto, including, but not limited to, as a result of the Parties' negligence. Company shall indemnify and hold harmless the City, its employees, agents and contractors from and against any and all claims, demands, causes of action, costs, and attorneys' fees of whatever kind resulting in any manner whatsoever out of Company's use of Fiber and Conduit System. The foregoing shall not limit the City's liability for willful or intentional misconduct.
82. In addition to, and without any waiver or limitation of, those insurance requirements set forth in the Right-of-Way Use Agreement, Company shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, authorized agents and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, which arise directly or indirectly from any casualty or accident to person or property and all other damages in any way arising out of, or by reason of, any use, construction, excavation, operation, maintenance, reconstruction, or any other act done by or for Company, its authorized agents, or its employees, or by reason of any neglect or omission of Company, its authorized agents or its employees.
83. Company shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, authorized agents and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses which arise directly or indirectly from any work performed by the City that was necessitated by the installation, maintenance, presence, use or removal of Company's Facilities or by the proximity to the facilities of all parties placed in the Fiber and Conduit System or any work this Addendum authorizes the City to perform.
84. Company shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, authorized agents and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, which arise directly or indirectly from the construction, use

and/or operation of Company's Facilities, including but not limited to, taxes, special charges by others, claims and demands for damage or loss from intellectual property infringement, for libel and slander, for trespass, for unauthorized use of television or radio broadcast programs and other program material and from and against all claims, demands and costs including attorneys' fees for infringement of patents with respect to the manufacture, use and operation of Company's Facilities in combination with the City's Fiber and Conduit System or otherwise.

85. The City shall give Company timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by this Article. If a claim or action arises, the City shall tender the defense of the claim or action to Company, which defense shall be at Company's expense. The City may participate in the defense of a claim and, in any event, Company may not agree to any settlement of claims financially affecting the City without the City's written approval which shall not be unreasonably withheld.
86. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties.

[[SIGNATURES ON NEXT PAGE]]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Addendum, the duly authorized representatives of the parties have executed this Addendum as of the last date below:

CITY OF LAWNSDALE

R. P. Puller

Mayor

Shonda Hoffmann Norman

City Clerk

Date: 11/5/18

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Tiffany J. Israel

Tiffany J. Israel, City Attorney

Sunesys, LLC

Date: 10/1/18

By:

u/a u/a
MARK MESSANA, HEAD OF REGIONAL OPERATIONS

By:

Peter Zindow
PETER ZINDOW, VP, FINANCE - FIBER

EXHIBIT A

THE IDENTIFIED PORTION OF THE CITY'S FIBER AND CONDUIT SYSTEM AND
DESCRIPTION COMPANY'S FACILITIES AND USE THEREOF

CITY OF LAWDALE
FIRST AMENDMENT TO RIGHT OF WAY USE AGREEMENT

This First Amendment (“First Amendment”), dated _____, 2020, is entered into by and between the City of Lawndale, a California municipal corporation (“City”) and Crown Castle Fiber LLC, a New York limited liability company (“Crown Castle” successor to Sunesys, LLC) for the purpose of amending the Right of Way Use Agreement (“Agreement”) dated October 1, 2018 by and between the City and Crown Castle’s predecessor, Sunesys, LLC. For purposes of this Amendment, City and Crown Castle may be referred to each individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, on October 1, 2018 the Parties entered into and executed a Right of Way Use Agreement to construct, install, and maintain telecommunications lines, antenna nodes, and related equipment to serve a telecommunications network on a portion of the public rights-of-way within the City;

WHEREAS, as of January 1, 2019, as a result of an internal consolidation of various legal entities via merger, Crown Castle became responsible for all obligations of Sunesys, LLC., such change and conversions meeting the terms of Section 4 of the Agreement and not requiring the consent of City;

WHEREAS, Section 15.6 of the Agreement contemplates allowing subsequent amendment to the Agreement; and

WHEREAS, the Parties desires to amend the Agreement to allow for the construction, installation, and maintenance of additional facilities that occupy the public rights-of-way; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this First Amendment, as set forth below.

AMENDMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, the parties to this License agree as follows:

1. “Company” shall mean Sunesys, LLC and any successor entity, including Crown Castle.

2. Paragraph 1 of Section 1 shall be replaced to read as follows;

“City gives permission to Company to encroach over, under and along the public rights-of-way of the Project Area for the purpose of the construction of certain communication lines and cables in certain public rights-of-way, which initial Project is more specifically described on the map attached as Exhibit A-1. The Project that is described in Exhibit A

may be amended and/or augmented by Company pursuant to the terms of Company's CPCN, and Company shall apply for the appropriate encroachment permit with the City in each case. Such encroachment permits, once issued, shall be deemed appended to Exhibit A-1 and incorporated into the Agreement without amendment or further modification or revision to the Agreement. In addition, Company agrees that any antenna or verticality installations subject to the City's Wireless Telecommunications Ordinance will be separately processed through the City's regulations for wireless facility installations in the public right-of-way. All work will be constructed and maintained at the sole cost and expense of Company.”

3. Section 5 shall be amended to delete the notice information for Company and replace with the notice information as follows:

Crown Castle Fiber LLC
Attn: Ken Simon, General Counsel
2000 Corporate Drive
Canonsburg, PA 15317

With a copy to:

Crown Castle Fiber LLC
Attn: SCN Contracts Management
2000 Corporate Drive
Canonsburg, PA 15317

4. Except as expressly amended by the terms of this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

5. The representative for each Party signing on behalf of the respective Party hereby declares and represents that the signatory has authority to sign on behalf of the respective Party and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY OF LAWNSDALE
a municipal corporation

By: _____
Mayor

ATTEST:

Date: _____

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Tiffany J. Israel, City Attorney

CROWN CASTLE FIBER LLC
a New York limited liability company

Date: 8/17/2020 | 11:15:07 AM EDT

DocuSigned by:
By: Angela McIntyre
355053FD1EB24E6...
Title: Director West Region

DocuSigned by:
By: Selena Beaver
21757580AE4C403...
Title: Fiber Contract Specialist

Certificate Of Completion

Envelope Id: 77BAAF1B210F4D2FADC686C8AAE89C8E	Status: Completed
Subject: Please DocuSign: Lawndale CA First Amendment for Fiber RUA - (CCF) - 081720.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	SelenaBeaver
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2000 Corporate Dr
	Canonsburg, PA 15317
	Selena.Beaver@crowncastle.com
	IP Address: 64.213.130.12

Record Tracking

Status: Original	Holder: SelenaBeaver	Location: DocuSign
8/17/2020 9:47:10 AM	Selena.Beaver@crowncastle.com	

Signer Events

Angela McIntyre
 Angela.McIntyre@crowncastle.com
 Director West Region
 Crown Castle
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

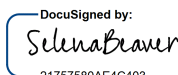
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 Signature Adoption: Pre-selected Style
 Using IP Address: 68.107.177.147

Timestamp

Sent: 8/17/2020 9:49:08 AM
 Viewed: 8/17/2020 11:14:52 AM
 Signed: 8/17/2020 11:15:07 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/17/2020 11:14:52 AM
 ID: aa86cef1-d4e1-4161-b1e8-098e5953c865

SelenaBeaver
 selena.beaver@crowncastle.com
 Fiber Contract Specialist
 Crown Castle
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 21757580AE4C403...
 Signature Adoption: Pre-selected Style
 Using IP Address: 64.213.130.12

Sent: 8/17/2020 9:52:53 AM
 Viewed: 8/17/2020 9:53:21 AM
 Signed: 8/17/2020 9:53:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/17/2020 9:52:53 AM
Certified Delivered	Security Checked	8/17/2020 11:14:52 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/17/2020 11:15:07 AM
Completed	Security Checked	8/17/2020 11:15:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle (“we”, “us” or “company”) is pleased to announce the use of DocuSign, Inc. (“DocuSign”) electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the “I agree” button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

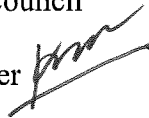

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.



CITY OF LAWDALE

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

DATE: October 5, 2020
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director 
SUBJECT: **CONSIDERATION OF CLAIMS AGAINST THE CITY**

BACKGROUND

The City of Lawndale received a claim for property damage filed by Gallagher Bassett (third party administrator for Papa John's International) on or about August 11, 2020. The claimant alleged that on October 27, 2019, a City tree made contact with a Papa John's trailer and fell into the Shoe City building located at 16809 Hawthorne Boulevard.

On August 17, 2020, the City received a claim for property damage filed by Erika V. Mendoza (Claimant). The claimant alleged that on August 3, 2020, her personal vehicle was damaged by a deep pothole in the intersection of Redondo Beach Boulevard and Prairie Avenue.

On September 2, 2020, the City received a personal injury claim filed by Law Offices of Jeffrey Knoll, representing Leticia Bravo Cano (Claimant). The claimant alleged that on July 22, 2020, she tripped and fell on a street sign metal post located on the sidewalk at 16825 Hawthorne Boulevard.

On September 8, 2020, the City received a claim for property damage filed by Christopher Espinoza (Claimant). The claimant alleged that on April 10, 2020, his personal vehicle was damaged by a deep pothole in the intersection of Redondo Beach Boulevard and Prairie Avenue.

STAFF REVIEW

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

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends that the City Council reject the claims filed by Papa John's International, Erika V. Mendoza, Leticia Bravo Cano and Christopher Espinoza and instruct staff to process the appropriate correspondence to the claimants.

- Attachments:
- 1) Claim for Damages to Person or Property and Rejection Notice - Gallagher Bassett c/o Papa John's International (2008915 - GRG)
 - 2) Claim for Damages to Person or Property and Rejection Notice - Erika Mendoza (3004202 - DBG)
 - 3) Claim for Damages to Person or Property and Rejection Notice - Leticia Bravo Cano (3004733 - GRG)
 - 4) Claim for Damages to Person or Property and Rejection Notice - Christopher Espinoza (3004843)



CARL WARREN & COMPANY
Claims Management and Solutions

September 16, 2020

To: City of Lawndale
Attention: Raylette Felton

RE: Claimant: Gallagher Bassett in c/o Papa John's International
Date of Loss: 10-27-2019
Claim Filing Date: 8-11-2020
Our File Number: 2008915 GRG / Your claim #007532-044579-AP-01, AD-01

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

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

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



**CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

Reserve for Filing Stamp

'20 AUG 11 4:53PM

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

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	<i>Papa John's (handled by Gallagher Bassett)</i>	Claimant's Occupation	
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address	████████████████████	Claimant's Business Phone #	██████████

Address and telephone number to which you desire notices or communications to be sent regarding this claim:
You will be receiving contact from Equian/Optum on our behalf as they handle subrogation for Papa John's

When did DAMAGE or INJURY occur? Date: 10/27/19 Time: 1:54 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
no city employees involved

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:

*16809 HAWTHORNE BLVD, directly in front of the Shoe City business. Per the police report:
a. AOI #1 V1 vs V2 - 2 ft west of the west curb line of Hawthorne Blvd. 116 ft south of the south curb line of 168th st
b. AOI #2 Tree vs Building - 10 ft west of the west curb line of Hawthorn Blvd. 123 ft south of the south curb line of 168th st*

Describe in detail how the DAMAGE or INJURY occurred.

Due to a low hanging tree, it made contact with the Papa John's trailer as the driver was going down the road. When the contact with the tree was made, the branch broke and was flung into the Shoe City business. Per the police report, the city

Police Report info (too long to fit in the space below): Dept of California Highway Patrol / Report #919-09530-0333-472

Why do you claim the city is responsible?

It is our understanding the city of Lawndale maintains the trees.

Describe in detail each INJURY or DAMAGE

*Damages to the front passenger side corner of the Papa John's semi-trailer: PD totaling \$5,423.00
Damages to the Shoe City building wall and roof, as well as Van's Shoe billboard sign: PD totaling \$9,703.00*

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

Damages incurred to date (exact):	\$ 15,126	Estimated prospective damages as far as known:	\$
Damage to property	\$ 15,126	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			\$ 15,126

Was damage and/or injury investigated by police? yes If so, what city? _____ File #: see claim detail

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

If injured, state date, time, no injuries

name and address of doctor of your first visit _____

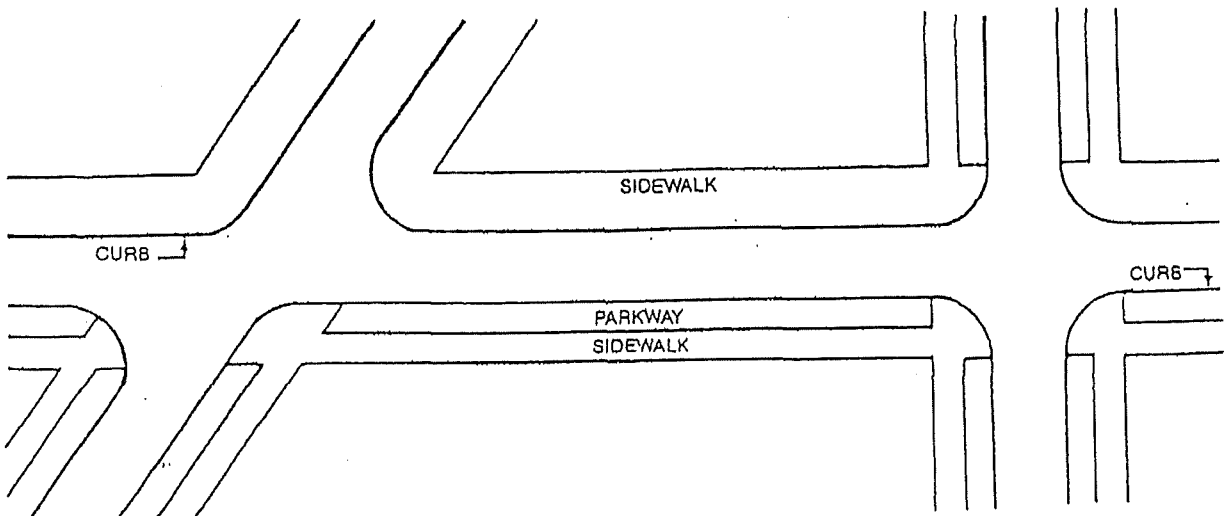
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

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

DOCTORS and HOSPITALS:

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

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



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

[Redacted Signature]

Typed/Printed Name

Caitlin Bey

Date

8/6/20

August 6, 2020

'20 AUG 11 4:53PM

Office of the City Clerk
14717 Burin Ave
Lawndale, CA 90260

RE: Auto Accident with Tree at 16809 Hawthorne Blvd Lawndale, CA.

My Client: Papa John's International
Our Claim #: 007532-044579-AP-01, AD-01
Your Reference#: 2008915
Date of Loss: October 27, 2019

Dear Sir or Madam:

Please be advised that Gallagher Bassett Services, Inc. is the Third Party Administrator hired to handle claims on behalf of Trans Papa Logistics, who is self-insured. Per your request, please find attached our City of Lawndale claim form.

If you have any questions, please feel free to contact me at (██████████) or via email at Caitlin_Bey@gb.com. Please note that you may also receive contact from a representative from Equian/Optum on our behalf.

Thank you for your anticipated cooperation.

Sincerely,

Caitlin Bey

Caitlin Bey
Resolution Manager



CARL WARREN & COMPANY
Claims Management and Solutions

September 25, 2020

To: The City of Lawndale
Attn: Raylette Felton, Risk Management

RE: Claimant: Erika Mendoza vs. City of Lawndale
 Date of Loss: 8/3/20
 Date Reported: 8/17/20
 Our File Number: 3004202 DBG

We have reviewed the above captioned claim and request that you take the action indicated below:

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

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very Truly Yours,

CARL WARREN & COMPANY

Debbi Been
Sr. Claims Adjuster



**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

20 AUG 17 12:13 PM

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	ERIKA V MENDOZA	Claimant's Occupation	ACCOUNTING
Claimant's Home Address	[REDACTED]	Claimant's Home Phone #	[REDACTED]
Claimant's Business Address	[REDACTED]	Claimant's Business Phone #	[REDACTED]

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

[REDACTED]

When did DAMAGE or INJURY occur? Date: 8/3/20 Time: 1:30 am
 If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
 Names of any city employees involved in INJURY or DAMAGE
 N/A

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

DRIVING NORTH ON PRAIRIE AVE TO WORK ON FRIDAY, APRIL 10, 2020 AT 1:30PM WHEN I CROSSED REDONDO BEACH BLVD AND PRAIRIE AVE IN BETWEEN OF BOTH STREET THERE IS A POT HOLE IN WHICH I WENT OVER AND DUE TO THE DEPTH OF THE POT HOLE IT CAUSED DAMAGED TO MY VEHICLES LEFT TIRE AND RIM TO WHERE THE TIRE HAD TO BE REPLACED BUT ALSO HAD TO REPLACE THE LEFT TIRE BECAUSE THE TYPE OF VEHICLE IS MANDATORY TO REPLACE BOTH TIRES AT THE SAME TIME.

Describe in detail how the DAMAGE or INJURY occurred.

DAMAGED OCCURRED ON LEFT FRONT TIRE AND RIM HAS DAMAGE INSIDE WHICH HAS CAUSED TIRE PRESSUE ISSUES AFTER TIRE WAS REPLACED FOR A NEW ONE. SEE PHOTOS ATTACHED.

Why do you claim the city is responsible?

ATTACHED ARE TWO PHOTOS WHICH SHOW A VIEW OF THE POT HOLE AND OF THE TIRE TO MY VEHILE. THE CITY DID NOT COVER UP THE POT HOLE TO THE TOP TO LEVEL TO THE STREET. CITY AT RESPONSIBLE FOR COST IS TO REPLACE THE COST AS I HAD TO REPLACE BOTH TIRES DUE TO THIS INCIDENT. IF THIS HAD NOT HAPPENED I WOULD NOT NEED TO REPLACE DAMAGED TIRE ALONG WITH SECOND FRONT TIRE. I HAVE REACHED OUT TO THE CITY OF TORRANCE AND CITY OF TORRANCE CLAIMS THIS POT HOLE DOES NOT FALL WITHIN THEIR CITY BOUNDARIES.

Describe in detail each INJURY or DAMAGE

DAMAGED OCCURRED ON LEFT FRONT TIRE AND RIM HAS DAMAGE INSIDE WHICH HAS CAUSED TIRE PRESSUE ISSUES AFTER TIRE WAS REPLACED FOR A NEW ONE. SEE PHOTOS ATTACHED.

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:	\$500
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	\$ 538		
Total amount claimed as of date of presentation of this claim			\$1,038

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

Were paramedics or ambulance called? NO If so, name city or ambulance N/A

If injured, state date, time, N/A

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 N/A Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

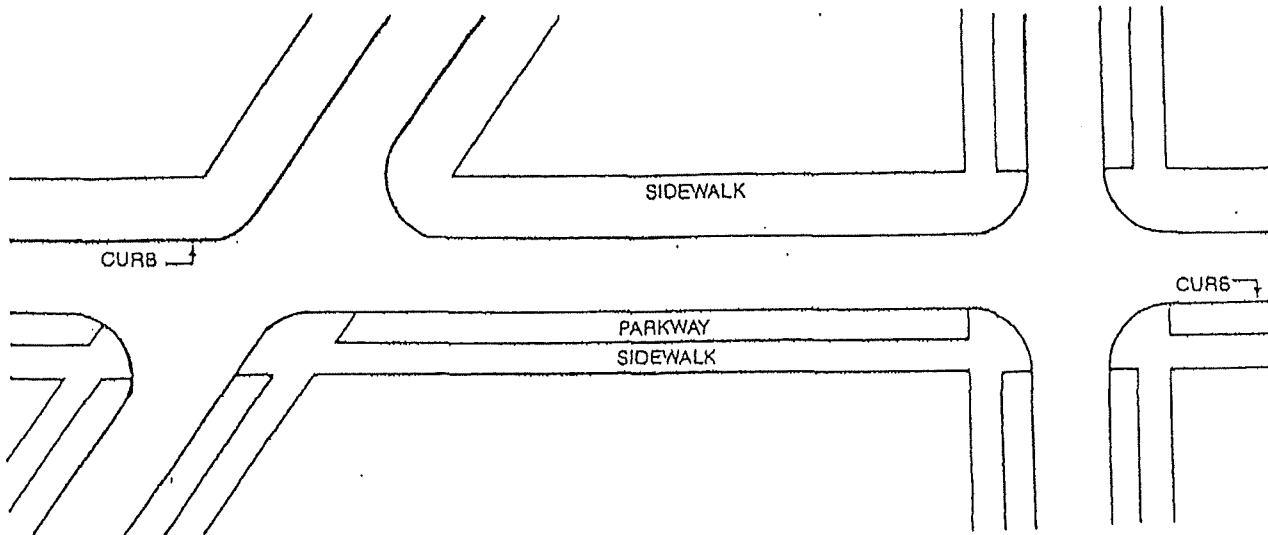
DOCTORS and HOSPITALS:

Hospital N/A 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:

[Redacted Signature]

Typed/Printed Name

ERIKA V MENDOZA

Date

8/3/20



CARL WARREN & COMPANY
Claims Management and Solutions

September 10, 2020

To: City of Lawndale
Attention: Raylette Felton

RE: Claimant : Leticia Cano
Date of Loss : 7-22-2020
Claim Filing Date : 9-2-2020
Our File Number : 3004733 GRG

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

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

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

LAW OFFICES OF
JEFFREY KNOLL



7009 OWENSMOUTH AVENUE
SUITE 200
CANOGA PARK, CA 91303-2036
TELEPHONE (818) 610-0955
FACSIMILE (818) 610-0960

August 26, 2020

VIA CERTIFIED MAIL

City of Lawndale
CLAIM FOR DAMAGES TO PERSON
14717 Burin Avenue
Lawndale, CA 90260
Attention: City Clerk

RE: Our Client: Leticia Bravo Cano
Date of Injury: 07/22/2020

Dear Clerk:

Please be advised this office represents the above-mentioned in a claim for injuries and damages sustained in the above referenced accident.

At this time, we are forwarding to you a Claim for Damages to Person or Property. Kindly acknowledge receipt of this letter and direct all further correspondence to this office.

Should you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

LAW OFFICES OF JEFFREY KNOLL

A handwritten signature in black ink, appearing to read 'JK' followed by a flourish.

JEFFREY KNOLL
Attorney At Law

JK/rm
Enc.



**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

20 SEP 2 5:34PM

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	LETICIA BRAVO CANO	Claimant's Occupation	COOK
Claimant's Home Address	████████████████████	Claimant's Home Phone #	██████████
Claimant's Business Address	████████████████████	Claimant's Business Phone #	██████████

Address and telephone number to which you desire notices or communications to be sent regarding this claim:
LAW OFFICES OF JEFFREY KNOLL- 7009 OWENSMOUTH AVE., SUITE 200, CANOGA PARK, CA 91303- PHONE # (818) 610-0955.

When did DAMAGE or INJURY occur? Date: 7/22/20 Time: 1:35 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:

**IN FRONT OF 169 AVE. MASSAGE, LOCATED AT: 16825 HAWTHORNE BOULEVARD, LAWNDALE, CA 90280.
SEE ATTACHED SATELITE PHOTO DEPICTING LOCATION.**

Describe in detail how the DAMAGE or INJURY occurred.

ON OR ABOUT JULY 22, 2020 AT APPROXIMATELY 1:35 PM. LETICIA BRAVO CANO EXITED THE BUS FROM THE REAR EXIT DOOR ON: 16825 HAWTHORNE BOULEVARD, IN THE CITY OF LAWNDALE IN THE STATE OF CALIFORNIA, AND TRIPPED ON A SMALL METAL POST THAT HAD BEEN CUT FROM A STREET SIGN POLE. SHE FELL TO THE GROUND WITH HER RIGHT FOOT AND FORWARD, LANDING ON BOTH HANDS AND LEFT KNEE.

Why do you claim the city is responsible?

CITY OF LAWNDALE NEGLIGENTLY FAILED TO MAINTAIN THE AREA IN THEIR CONTROL, ALLOWING A DANGEROUS CONDITION IN THE CITY OF LAWNDALE TO EXIST FOR AN UNREASONABLE PERIOD OF TIME.

Describe in detail each INJURY or DAMAGE

LETICIA BRAVO CANO SUSTAINED PERSONAL INJURIES WHICH INCLUDED IN PART: RIGHT ELBOW, RIGHT WRIST, RIGHT HAND, RIGHT FINGERS, LEFT KNEE AND WAIST.

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	\$ Unknown	Future loss of earnings	\$
Loss of Earnings	\$	Other prospective special damages	\$
Special Damages for	\$	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$ Undetermined		
Total Damages incurred to date	\$		
Total amount claimed as of date of presentation of this claim			\$ Undetermined

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 MANCHESTER HEALTH GROUP-1425 W. MANCHESTER AVE., UNIT A, LOS ANGELES, CA

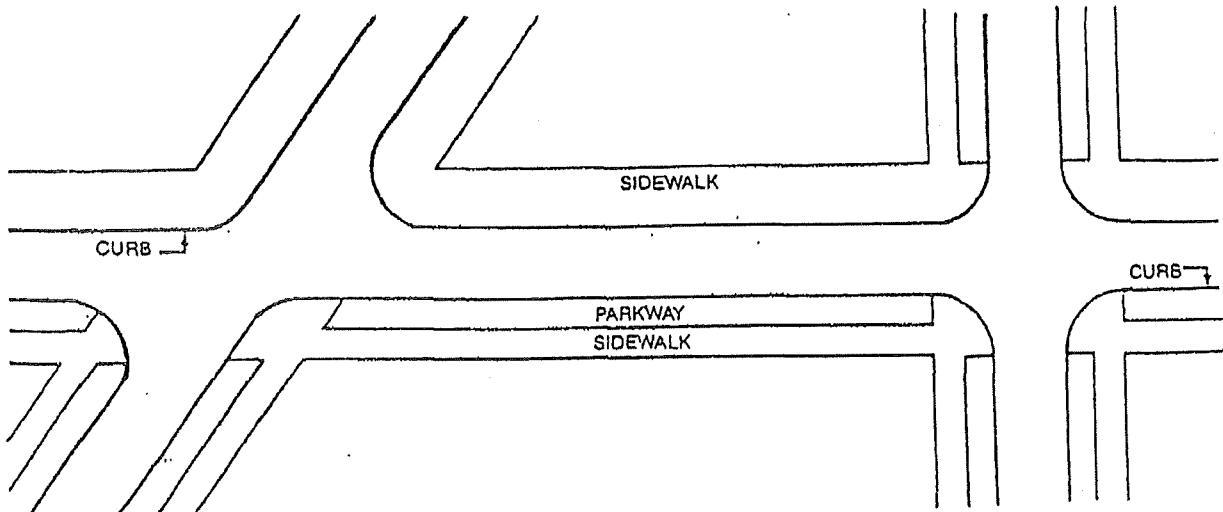
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

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

DOCTORS and HOSPITALS:

Hospital _____	Address _____	Date of Hospitalization _____
Doctor <u>MANCHESTER HEALTH GROUP</u>	Address <u>1425 W. MANCHESTER AVE., UNIT A, LOS ANGELES</u>	Date of Treatment <u>7/23/20</u>
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:

[Handwritten Signature]

Typed/Printed Name

Jeffrey Knoll, Esq.

Date

8/26/20



CARL WARREN & COMPANY
Claims Management and Solutions

September 11, 2020

City of Lawndale

Attn.: Raylette Felton

RE: Claimant : Christopher Espinoza
D/Event : 04-10-2020
Rec'd Office : 09-08-2020
Our File : 3004843

We have reviewed the above referenced claim and request that you take the action indicated below:

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

Please provide us a copy of the rejection letter and the proof of service. If you have any questions, please feel free to contact the undersigned.

Very truly yours,
CARL WARREN & COMPANY

Mel Zapf

Mel Zapf
Claims Examiner



CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp
20 SEP 8 2:24PM

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

20 SEP 8 2:24PM

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	Christopher Espinoza	Claimant's Occupation	Meter Tech
Claimant's Home Address	[REDACTED]	Claimant's Home Phone #	[REDACTED]
Claimant's Business Address	N/A	Claimant's Business Phone #	N/A

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

[REDACTED]

When did DAMAGE or INJURY occur? Date: 4/10/2020 Time: 10:30 pm
 If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: N/A
 Names of any city employees involved in INJURY or DAMAGE
N/A

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

Damaged occurred on Redondo Beach Boulevard and Prairie ave.

Describe in detail how the DAMAGE or INJURY occurred.

I was driving down Redondo beach boulevard, upon crossing the intersections of Redondo Beach Boulevard & Prairie a pothole that was unavoible was struck which then busted my tire, bent my rim, and knocked my wheel alignment out of place.

Why do you claim the city is responsible?

There was a pothole in the street, that was open and deep, with no caution tape surrounding it or cones to warn me as the driver. Additionally, it's unavoidable unless you risk going into the other lane and crash into the curb. The very next morning the pothole was filled, which suggests that it was already known to be an issue and thereby entitles me to financial reimbursement as had it been addressed right away and or roped off, I would not have driven over the pothole and or caused any damage to my vehicle. The damage to my vehicle was a direct effect of the the city's negligence.

Describe in detail each INJURY or DAMAGE

Upon hitting pothole, tire was popped and busted, as well as my rim was bent, and my wheel alignment was knocked out of place.

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

Damages incurred to date (exact):	\$ \$768.26	Estimated prospective damages as far as known:	\$ \$768.26
Damage to property	\$ \$768.26	Future expenses for medical and hospital care	\$ 0
Expenses for medical and hospital care	\$ 0	Future loss of earnings	\$ 0
Loss of Earnings	\$ 0	Other prospective special damages	\$ 0
Special Damages for	\$ 0	Prospective general damages	\$ 0
		Total estimate prospective damages	\$ 0
General Damages	\$ \$768.26		
Total Damages incurred to date	\$ \$768.26		
Total amount claimed as of date of presentation of this claim			\$ \$768.26

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

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

If injured, state date, time, _____
N/A

name and address of doctor of your first visit _____
N/A

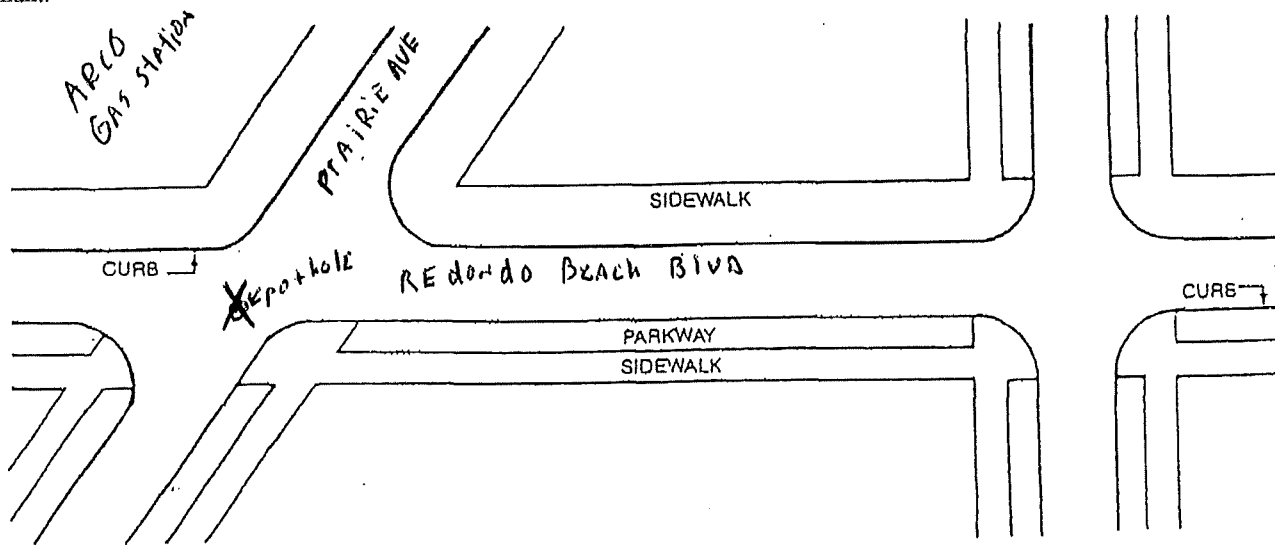
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name	N/A	Address	N/A	Phone	N/A
Name	_____	Address	_____	Phone	_____
Name	_____	Address	_____	Phone	_____

DOCTORS and HOSPITALS:

Hospital	N/A	Address	N/A	Date of Hospitalization	N/A
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

Christopher Espinoza

8/14/2020

RESOLUTION NO. CC-2010-054

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$181,240.51**

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

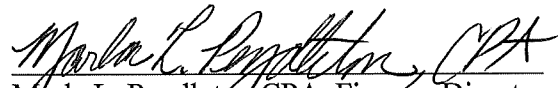
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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 200249 through 200296 for the aggregate total of \$181,240.51 are hereby authorized.

Effective Date: October 5th, 2020

Certified by:


Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 5th day of October, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2010-054 at a regular meeting of said Council held on the 5th day of October, 2020, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Check Number		Aggregate Total
	Beginning	Ending	
9/17/2020	200249	200263	47,334.54
9/24/2020	200264	200296	133,905.97
Total Checks			181,240.51

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 **181,240.51**

Check Register Report

Date: 09/24/2020
Time: 9:33 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							
200264	09/24/2020	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES	55,496.68
200265	09/24/2020	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	QUARTERLY PEST CONTROL	815.00
200266	09/24/2020	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	1,845.99
200267	09/24/2020	Printed		7382	BLUEPRINT SERVICE	COPIES OF PLANS	14.78
200268	09/24/2020	Printed		7223	CHRISTINA CARROLL	PRSSC MEETING STIPEND	50.00
200269	09/24/2020	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	EMPLOYEE PURCHASED INSURANCE	2,305.77
200270	09/24/2020	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE SERVICES	3,854.83
200271	09/24/2020	Printed		0216	DELTA DENTAL	DENTAL INSURANCE PREMIUMS	2,739.88
200272	09/24/2020	Printed		0389	DELTA DENTAL INS	DENTAL PREMIUM	147.91
200273	09/24/2020	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	14.46
200274	09/24/2020	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	16,576.63
200275	09/24/2020	Printed		6231	GREENLAND SUPPLY INC.	IRRIGATION PARTS	33.00
200276	09/24/2020	Printed		4796	ERICA HARBISON	PRSSC MEETING STIPEND	50.00
200277	09/24/2020	Printed		7651	PAUL JORDAN	CONST&DEMO DEBRIS DEP REFUND	255.00
200278	09/24/2020	Printed		0325	LIEBERT CASSIDY WHITMORE	EMPLOYEE INVESTIGATION	7,181.50
200279	09/24/2020	Printed		6445	MICHAEL BAKER INTL, INC	PROFESSIONAL SERVICES	12,567.50
200280	09/24/2020	Printed		0367	OFFICE DEPOT	CREDIT MEMO	323.65
200281	09/24/2020	Printed		3781	PARS	PARS FEES	7,200.00
200282	09/24/2020	Printed		7652	ALFONZO PLASCENCIA	REFUND OF PERMIT FEES	153.52
200283	09/24/2020	Printed		5216	POWERSTRIDE BATTERY	BATTERY FOR PW VEHICLE	116.76
200284	09/24/2020	Printed		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORMS-PUBLIC WORKS MAINTENA	172.87
200285	09/24/2020	Printed		6499	RJS CONSTRUCTION SUPPLIES	D & G SAND	169.51
200286	09/24/2020	Printed		6698	SHIRLEY RUDOLPH	PRSSC MEETING STIPEND	50.00
200287	09/24/2020	Printed		1071	SHOETERIA	BOOTS FOR PW CREW	1,233.12
200288	09/24/2020	Printed		2051	MADONNA SITKA	PRSSC METING STIPEND	50.00
200289	09/24/2020	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING MAINTENANCE SERVIC	17,575.00
200290	09/24/2020	Printed		6034	SOUTH COAST MECHANICAL INC	EMERGENCY REPAIRS	1,242.50
200291	09/24/2020	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	38.25
200292	09/24/2020	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	540.08
200293	09/24/2020	Printed		3373	VERIZON WIRELESS	M2M SHARE DATA LINE	25.02
200294	09/24/2020	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM	983.49
200295	09/24/2020	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	33.27
200296	09/24/2020	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

Total Checks: 33

Checks Total (excluding void checks): 133,905.97

Total Payments: 33

Bank Total (excluding void checks): 133,905.97

Total Payments: 33

Grand Total (excluding void checks): 133,905.97

Check Register Report

Date: 09/17/2020
Time: 7:49 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
200249	09/17/2020	Printed		7587	AMIR AZMI	REFUND FOR PLANNING DEPOSIT	595.42
200250	09/17/2020	Printed		6092	FORMS&SURFACES	STREET LITTER CONTAINERS	8,545.92
200251	09/17/2020	Printed		7562	KOFF & ASSOCIATES INC	PW DIRECTOR RECRUITMENT	5,000.00
200252	09/17/2020	Printed		7650	WAGNER A LEMUS	REFUND OF PLANNING DEPOSIT	493.65
200253	09/17/2020	Printed		0308	LOS ANGELES COUNTY	SLA - FIREWORKS SUPPRESSION	10,748.15
200254	09/17/2020	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	1,146.86
200255	09/17/2020	Printed		5068A	QUADIENT FINANCE USA INC	POSTAGE USAGE FOR CITY HALL MAIL	1,039.00
200256	09/17/2020	Printed		5068	QUADIENT LEASING USA, INC	MACHINE LEASING SERVICES LEASE	712.16
200257	09/17/2020	Printed		5895	RICOH USA INC	AND USAGE CHARGES FOR CO	666.28
200258	09/17/2020	Printed		0435	SO BAY CITIES COUNCIL OF GOVTS	MEMBERSHIP DUES FOR FY 20/21	14,315.00
200259	09/17/2020	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS / ELECTION ADS BOTTLED	1,132.34
200260	09/17/2020	Printed		0346	SPARKLETTS	WATER SERVICE	455.28
200261	09/17/2020	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	381.36
200262	09/17/2020	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,646.53
200263	09/17/2020	Printed		3373	VERIZON WIRELESS	CELL PHONE SERVICE	456.59

Total Checks: 15

Checks Total (excluding void checks): 47,334.54

Total Payments: 15

Bank Total (excluding void checks): 47,334.54

Total Payments: 15

Grand Total (excluding void checks): 47,334.54

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
September 21, 2020**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember James H. Osborne, Councilmember Pat Kearney, Councilmember Daniel Reid

Other Participants: City Clerk Rhonda Hofmann Gorman, City Manager Kevin M. Chun, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos, and Interim Public Works Director Kahono Oei.

B. CEREMONIALS

Councilmember Daniel Reid led the flag salute.

C. PUBLIC SAFETY REPORT

Captain Duane Allen summarized recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Pam London, Resident, spoke about administrative fee changes and recent shooting incidents in Lawndale. Ms. London went on to speak about Employment Development Department (EDD) fraud in the city.

E. COMMENTS FROM COUNCIL

No comments provided.

F. CONSENT CALENDAR

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Biennial Review of the City's Conflict of Interest Code-Amendment**
Recommendation: that the City Council adopt Resolution No. CC-2009-050, approving revisions to the City's Conflict of Interest Code to reflect clean-up, recent staffing, and/or role changes in the City Clerk's, Community Services, Finance, Municipal Services and Public Works Departments.

3. **Youth Advisory Committee Term Extensions**
Recommendation: that the City Council adopt Resolution No. CC-2009-051, extending the terms of the current Youth Advisory Committee members, Kaleb Hafner and Octavio Mendoza for one year, effective October 1, 2020 through September 30, 2021, and Soraya Whaley for two years, effective October 1, 2020 through September 30, 2022.
4. **Park Development Fee Disclosure Report for Fiscal Year Ended June 30, 2020**
Recommendation: that the City Council receive and file the report.
5. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2009-049, authorizing the payment of certain claims and demands in the amount of \$108,826.37.
6. **Minutes of the Lawndale City Council Regular Meeting – September 8, 2020**
Recommendation: that the City Council approve.

Councilmember Kearney inquired about the check amount of \$9,638.00 to Liebert Cassidy Whitmore in item number 5, Accounts Payable Register. Finance Director Marla Pendleton and Assistant to the City Manager/Human Resources Director Raylette Felton responded accordingly.

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

G. PUBLIC HEARING

7. **Animal Licensing Fee Update**
Recommendation: that the City Council (a) conducts a public hearing to receive testimony regarding dog licensing fee increases; (b) and adopt Resolution No. CC-2009-052.

Municipal Services Director Michael Reyes reported on the proposed Animal Licensing Fee Update.

Mayor Pullen-Miles opened the Public Hearing at 6:42 p.m.

Public Testimony

Pam London, Resident, provided testimony about the necessity of updated fees, unwanted pet births, and also requested licensing for cats.

Mayor Pullen-Miles closed the Public Hearing at 6:45 p.m.

Mayor Pullen-Miles requested clarification on the fee increase. Director Michael Reyes responded accordingly.

Finance Director Marla Pendleton informed the Council that the City has put out a Request for Proposals for a City-Wide Fee study and will begin next fiscal year.

Mayor Pullen-Miles inquired as to how many dogs are permitted in one household. Director Michael Reyes responded that a household could have up to four dogs.

A motion by Councilmember Reid to adopt Resolution No. CC-2009-052, updating the Animal Licensing Fees, was seconded by Councilmember Kearney and carried by a vote of 5-0.

8. Amending Lawndale Municipal Code Chapter 17.50, Density Bonus Provisions for Residential Units

Recommendation: that the City Council (a) conduct a public hearing (b) determine that Ordinance No. 1175-20 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (c) introduce and approve the first reading of Ordinance No. 1175-20, an Ordinance Amending the Lawndale Municipal Code, Chapter 17.50, regarding density bonus standards for affordable residential units to reflect recent changes in state law

Community Development Director Sean Moore reported on the proposed amendment of Lawndale Municipal Code Chapter 17.50, Density Bonus Provisions for Residential Units

Mayor Pullen-Miles opened and closed the public hearing immediately at 6:52 p.m., there being no one wishing to testify.

Councilmember Kearney inquired how likely it was that a developer will build a homeless shelter in the City of Lawndale. Community Development Director Sean Moore responded a homeless shelter would need to be reviewed and approved by a separate provision.

A motion by Councilmember Reid to approve Ordinance No. 1175-20, Amending the Lawndale Municipal Code, Chapter 17.50, regarding density bonus standards for affordable residential units to reflect recent changes in state law was seconded by Councilmember Kearney and carried by a vote of 5-0, following City Attorney Israel's reading of the title of Ordinance No. 1175-20.

H. ADMINISTRATION

9. Establishing Administrative Citation Fees

Recommendation: that the City Council adopts Resolution No. CC-2009-053, Establishing Administrative Citation Fees.

Municipal Services Director Michael Reyes reported on the proposed adoption of Resolution No. CC-2009-053, Establishing Administrative Citation Fees.

Mayor Pro Tem Suarez inquired if warnings will be given prior to citations being issued. Municipal Services Director Michael Reyes affirmatively that noticing would be required in code cases involving property owners prior to the issuing of citations.

Public Comment

Randall Abram, Resident, spoke in favor of approving the Resolution and spoke about the need for a yearly property inspection program for the city.

Pam London, Resident, spoke about the need for a Rental Property Inspection Program for maintenance issues on properties in Lawndale.

Councilmember Kearney inquired about if citations and notices would go to the renter or property owner, City Attorney Tiffany J. Israel responded accordingly.

A motion by Councilmember Kearney to adopt Resolution No. CC-2009-053, establishing Administrative Citation Fees, was seconded by Mayor Robert Pullen-Miles and carried by a vote of 5-0.

10. Amending Lawndale Municipal Code Sections 8.24.115 and 8.24.200, Providing Authority for Recovery of Attorney's Fees and Imposition of Treble Damages in Public Nuisance Abatement Actions

Recommendation: that the City Council introduce and approve the first reading of Ordinance 1176-20, Amending Lawndale Municipal Code Sections 8.24.115 and 8.24.200, Providing Authority for Recovery of Attorney's Fees and Imposition of Treble Damages in Public Nuisance Abatement Actions.

City Attorney Tiffany J. Israel reported on the proposed amendment of Lawndale Municipal Code Sections 8.24.115 and 8.24.200, Providing Authority for Recovery of Attorney's Fees and Imposition of Treble Damages in Public Nuisance Abatement Actions.

Mayor Pullen Miles inquired as to what the difference was with Public Nuisance and Code Violation. City Attorney Tiffany J. Israel responded that a Public Nuisance is defined as a health and safety violation for property violations, where the issues may be dangerous to live in or near the property.

Mayor Pro Tem Suarez inquired if this is applied to the property owner or the property. City Attorney Tiffany J. Israel responded a new buyer or owner of the property would not qualify and the process would need to restart.

A motion by Councilmember Reid to approve Ordinance No. 1176-20, Amending Lawndale Municipal Code Sections 8.24.115 and 8.24.200, Providing Authority for Recovery of Attorney's Fees and Imposition of Treble Damages in Public Nuisance Abatement Actions was seconded by Mayor Pro Tem Suarez and carried by a vote of 5-0, following City Attorney Israel's reading of the title of Ordinance No. 1176-20

11. Cancellation of the Annual Halloween Haunt Event

Recommendation: that the City Council cancel the upcoming Halloween Haunt event scheduled for Saturday, October 31, 2020, from 4:00 p.m. to 8:00 p.m. at the Lawndale Civic Center Plaza.

Community Services Director Mike Estes reported on the Cancellation of the Annual Halloween Haunt Event.

The Council reached a unanimous consensus to cancel the upcoming Halloween Haunt event scheduled for Saturday, October 31, 2020, from 4:00 p.m. to 8:00 p.m. at the Lawndale Civic Center Plaza.

12. Award of Construction Contract to Shawnan for Inglewood Ave. Phase I Street Improvement Project

Recommendation: that the City Council (a) authorize the Director of Finance to transfer \$46,410 (Prop C Funds) from Phase II (207-310-700.150) to Phase I (207-310-700.151) of the Inglewood Avenue Street Improvement Project, if approved by the Program Administrator; (b) approve and authorize the Director of Finance to increase appropriations from the 2009 TAB Fund in the amount of \$215,123 (307-610-700.151) for the project totaling \$481,468. Increase appropriation another \$46,410 in the 2009 TAB Fund, if the Program Administrator disallows moving Prop C money as outlined in recommendation “(a)” above (i.e., \$481,468 + \$46,410 = \$527,878); (c) award a construction contract in the amount of \$1,177,400.00 to Shawnan for the project with a ten percent (10%) contingency of \$117,740 if necessary to avoid project delays and facilitate timely project completion.

Interim Public Works Director Kahono Oei reported on the Award of Construction Contract to Shawnan for Inglewood Ave. Phase I Street Improvement Project.

Councilmember Reid inquired about the uneven concrete and asphalt on Marine Avenue and 152nd Street. Interim Public Works Director Kahono Oei responded that the concrete will not be removed and they will grind the asphalt to ensure it keeps level.

A motion by Councilmember Kearney to authorize the Director of Finance to transfer \$46,410 (Prop C Funds) from Phase II (207-310-700.150) to Phase I (207-310-700.151) of the Inglewood Avenue Street Improvement Project, if approved by the Program Administrator; approve and authorize the Director of Finance to increase appropriations from the 2009 TAB Fund in the amount of \$215,123 (307-610-700.151) for the project totaling \$481,468. Increase appropriation another \$46,410 in the 2009 TAB Fund, if the Program Administrator disallows moving Prop C money as outlined in recommendation “(a)” above (i.e., \$481,468 + \$46,410 = \$527,878); award a construction contract in the amount of \$1,177,400.00 to Shawnan for the project with a ten percent (10%) contingency of \$117,740 if necessary to avoid project delays and facilitate timely project completion, was seconded by Councilmember Reid and carried by a vote of 5-0.

I. CITY MANAGER'S REPORT

City Manager Kevin Chun announced that City facilities opened today by appointment only. City Manager Chun spoke about Clean-up week event of bulky items on trash day only, the City teaming up with UCLA for a blood drive on October 6, 2020 and went on to commend all staff who participated in the development of today's agenda and meeting.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Osborne had nothing to report.

Councilmember Reid attended the Contract Cities meeting which covered the loss of local control issues.

Councilmember Kearney attended the Sheriff's Liability Trust and Oversight Committee meeting via-zoom.

Mayor Pro Tem Suarez attended South Bay Cities Council of Government steering Committee.

Mayor Pullen-Miles attended Sanitation District Board of Directors meeting and South Bay Association of Realtors Mayors' panel where COVID-19 related issues in neighboring Cities were discussed.

Mayor Pullen-Miles spoke of an increase of illegally dumped large items throughout the City and requested staff increase ride arounds to mitigate the items dumped on the street. City Manager Kevin Chun responded that he would remind staff to be on the lookout and pick up illegal dumped items around the City.

K. CLOSED SESSION

At 7:38 p.m. the City Council entered into closed session.

14. 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.

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.

At 8:30 p.m. the City Council entered back into open session.

City Attorney Tiffany Israel reported the City Council met in Closed Session to discuss the two items listed on the Closed Session agenda. The City Council was updated on both items and there was no reportable action taken.

L. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:31 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Approved: 10/05/2020

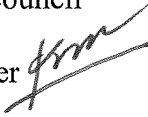


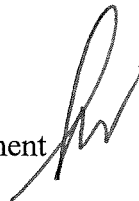
CITY OF LAWNDALE


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

DATE: October 5, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

REVIEWED BY: Sean M. Moore, AICP, Director of Community Development 

PREPARED BY: Rafael Garcia, Associate Planner 

SUBJECT: **Case No. 20-27: Consideration of an Amendment to Title 17 of the Lawndale Municipal Code, Pertaining to the Development Standards for Accessory Dwelling Units to Reflect Recent Changes in State Law and a Finding of Exemption from CEQA**

BACKGROUND

In light of the housing crises, state laws on “second units” have been expanded again to give property owners more latitude to add new housing units. An accessory dwelling unit (“ADU”) is an additional attached or detached living space built on a residential lot that already has a single or multifamily dwelling. An ADU must have separate eating, cooking, sleeping, and sanitation facilities from the primary residential unit. A junior accessory dwelling unit (“JADU”), on the other hand, is a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include or share a sanitation facility with the existing structure.

ADUs provide housing opportunities through the use of surplus space either in or adjacent to a single-family dwelling. Three new bills related to ADUs and JADUs became effective on January 1, 2020, Assembly Bill 68 (AB 68), Assembly Bill 881 (AB 881) and Senate Bill 13 (SB 13) (collectively, the “Bills” or “state laws”). The Bills amended certain provisions related to ADUs and JADUs in the California Government Code, including Section 65852.2. The new Bills, in part, supersede previous local ADU and JADU laws. Accordingly, to comply with the new state laws, City staff presented the proposed Ordinance amending provisions of the City’s ADU Ordinance to comport with state law. The Planning Commission conducted a public hearing on this matter and, by a vote of 5-0, adopted Planning Commission Resolution No. 20-12 recommending that the City Council amend Title 17 of the Lawndale Municipal Code (“LMC”) related to ADUs and JADUs to help mitigate impacts generated by these Bills and the future development of new ADUs and JADUs.

STAFF REVIEW

The proposed amendments to the LMC are intended to bring the City’s ADU Ordinance into compliance with the recent changes in the state laws. The Planning Division has been working closely with the

California Department of Housing and Community Development (“HCD”) and the City Attorney’s Office to finalize the amendments to the City’s ADU Ordinance as the Bills require HCD to review and approve of local ADU regulations.

Staff has drafted proposed amendments to Title 17 consistent with the Bills and has also incorporated certain development standards in an attempt to mitigate impacts that may be generated by the future development of ADUs and JADUs. The proposed amendments to the L.M.C. proposed in the attached ordinance can be summarized as follows:

- Unit sizes are permitted to be a maximum square footage of 850 square feet for a one bedroom unit and 1,000 square feet for any ADU with more than one bedroom;
- Lot coverage and open space for ADUs over 800 square feet in area will be required to comply with lot coverage and open space requirements. The lot coverage and open space requirements will vary, in that, the requirements of the underlying zone will apply to an ADU that exceeds the size limit (800 sf);
- Heights for ADUs will be permitted to be constructed to a maximum height of 16 feet.
- All ADUs over 800 square feet will now be required to provide a 20 foot building separation requirement within the Single Family Residential (R-1) zone.

All of the above proposed amendments are consistent with state requirements and have been reviewed and approved by HCD for conformance and consistency with state laws.

ENVIRONMENTAL ASSESSMENT

Planning Commission Resolution No. 20-12 recommends that the City Council determine that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units and junior accessory dwelling units in residential zones consistent with and as required by state law. Additionally, the ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments to the Accessory Dwelling Unit Ordinance, are consistent with the state law.

PUBLIC REVIEW

Notices of a public hearing were posted on the bulletin board outside City Hall and published in the *Daily Breeze* on September 24, 2020. As of the writing of this staff report, no comments from the public have been received concerning the proposed ADU amendments.

PLANNING COMMISSION REVIEW

At a public hearing held on September 23, 2020, the Planning Commission reviewed the draft ordinance and approved Resolution 20-12 recommending that the City Council adopt Ordinance No. 1177-20.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1177-20 and has approved it as to form.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

It is recommended that the City Council do the following;

- A. Conduct a public hearing;
- B. Determine that Ordinance No. 1177-20 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- C. Introduce the first reading of Ordinance No. 1177-20, an Ordinance amending the Lawndale Municipal Code regarding ADU amendments to reflect recent changes in state law.

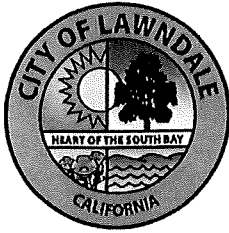
ATTACHMENTS:

- A. PC Staff Report & Resolution 20-12
- B. Ordinance No. 1177-20
- C. Proof of Publishing Daily Breeze Notice

Attachment A

PC Staff Report & Resolution 20-12

AGENDA ITEM F-1

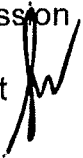



CITY OF LAWDALE PLANNING COMMISSION

STAFF REPORT

DATE: September 23, 2020

TO: Honorable Chairman and Members of the Planning Commission

REVIEWED BY: Sean M. Moore, AICP, Director of Community Development 

PREPARED BY: Rafael Garcia, Associate Planner 

RE: **CASE NO. 20-27 – CONSIDERATION OF THE AMENDMENT TO TITLE 17 OF THE LAWDALE MUNICIPAL CODE PERTAINING TO DEVELOPMENT STANDARDS FOR ACCESSORY DWELLING UNITS TO REFLECT RECENT CHANGES IN STATE LAW AND FINDING OF EXEMPTION FROM CEQA**

PROJECT DESCRIPTION:

A public hearing to consider amending Title 17 of the Lawndale Municipal Code, pertaining to development standards for Accessory Dwelling Units and Junior Accessory Dwelling Units (city-wide).

BACKGROUND:

In light of the housing crises, State Laws on “second units” have been expanded again to give property owners more latitude to add new housing units. An accessory dwelling unit (“ADU”) is an additional attached or detached living space built on a residential lot that already has a single or multifamily dwelling. An ADU must have separate eating, cooking, sleeping, and sanitation facilities from the primary residential unit. A junior accessory dwelling unit (“JADU”), on the other hand, is a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include or share a sanitation facility with the existing structure.

ADUs provide housing opportunities through the use of surplus space either in or adjacent to a single-family dwelling. Three new bills related to ADUs and JADUs became effective on January 1, 2020, Assembly Bill 68 (AB 68), Assembly Bill 881 (AB 881) and Senate Bill 13 (SB 13) (collectively, the “Bills” or “State Laws”). The Bills amended certain provisions related to ADUs and JADUs in the California Government

AGENDA ITEM F-1

Code, including Section 65852.2. The new Bills, in part, supersede previous local ADU and JADU laws. Accordingly, to comply with the new State Laws, City Staff is proposing that the Planning Commission conduct a public hearing on this matter and adopt a Resolution recommending that the City Council amend Title 17 of the Lawndale Municipal Code ("LMC") related to ADUs and JADUs to help mitigate impacts generated by these Bills and the future development of new ADUs and JADUs.

ANALYSIS:

The proposed amendments to the LMC are intended to bring the City's ADU Ordinance into compliance with the recent changes in the State Laws. The Planning Division has been working closely with the California Department of Housing and Community Development ("HCD") and the City Attorney's Office to finalize the amendments to the City's ADU Ordinance as the Bills require HCD to review and approve of local ADU regulations.

Staff has drafted proposed amendments to Title 17 consistent with the Bills and has also incorporated certain development standards in an attempt to mitigate impacts that may be generated by the future development of ADUs and JADUs.

Unit Size

The maximum size for an ADU is currently 1,200 square feet in area, however, the Bills allow the City to limit the maximum square footage to 850 square feet for a one bedroom unit and 1,000 square feet for any ADU with more than one bedroom. Furthermore, the City may apply additional development standards to any ADUs that are over 800 square feet in area. The goal of these provisions is to maintain these units as a subsidiary use consistent with State Laws. Hence, the City's proposed standards will limit the square footage of new ADUs, which is important when considering that much of the City's existing housing stock is characterized by post-World War II developments with many of the residences being only 800 square feet with 2 bedrooms. These development provisions will help reduce the square footage of the units to maintain the existing character of the City's neighborhoods.

Lot Coverage and Open Space

All ADUs over 800 square feet in area will be required to comply with lot coverage and open space requirements. The City's ADU Ordinance is silent on these requirements, however, Staff has determined that these requirements can be incorporated into the Ordinance while remaining consistent with state requirements. The lot coverage and open space requirements will vary, in that, the requirements of the underlying zone will apply to an ADU that exceeds the size limit (800 sf).

Height

AGENDA ITEM F-1

The current City Ordinance defaults to the height limit of the underlying zone. The new State Laws allow the City to limit the maximum height of the any ADU to 16 feet. As a result, new ADUs cannot be constructed on the second floor of a residence or be taller than 16 feet, which will help achieve neighborhood compatibility between new ADUs and the surrounding neighborhoods.

Building Separation

State Laws require a six foot building separation between buildings, which is consistent with the City's existing requirement. However, State Laws also require that all ADUs over 800 square feet comply with the 20 foot building separation requirement within the Single Family Residential (R-1) zone. This is consistent with the requirements prescribed in the LMC for the Single Family Residential zone and will help to maintain separation between buildings in an attempt to reduce bulk and massing.

ENVIRONMENTAL ASSESSMENT:

Staff is requesting that the Planning Commission recommend that the City Council determine that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units and junior accessory dwelling units in residential zones consistent with and as required by state law. Additionally, the ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments to the Accessory Dwelling Unit Ordinance, are consistent with the state law.

PUBLIC REVIEW:

Notices of a public hearing were posted on the bulletin board outside City Hall and published in the *Daily Breeze* on August 27, 2020. As of the writing of this staff report, no comments from the public have been received concerning the proposed Accessory Dwelling Unit Ordinance amendments.

LEGAL REVIEW:

The City Attorney has reviewed and approved the draft ordinance.

RECOMMENDATION:

IT IS RECOMMENDED THAT the Planning Commission:

AGENDA ITEM F-1

- 1) Conduct a public hearing;
- 2) Recommend the City Council find and determine that the draft ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- 3) Adopt Resolution No. 20-12, setting forth findings of fact and recommending that the City Council adopt the draft ordinance.

ATTACHMENTS:

- 1) Resolution No 20-12
- 2) Draft Ordinance

RESOLUTION NO. 20-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWNSDALE, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND TITLE 17 OF THE LAWNSDALE MUNICIPAL CODE, PERTAINING TO ACCESSORY DWELLING UNITS (CITY-WIDE) AND ADOPT A FINDING OF CEQA EXEMPTION

WHEREAS, in light of the statewide shortage of housing, the State Laws on accessory dwelling units have been expanded again to give property owners more latitude to add new housing units; and

WHEREAS, the Governor of the State of California signed approximately 20 housing bills in October of 2019 including Assembly Bill 68 (AB 68), Assembly Bill 881 (AB 881), and Senate Bill 13 (SB 13) (collectively, the "Bills"), each of which became effective on January 1, 2020, to, among other things, make certain clarifying changes state laws related to Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs"); and

WHEREAS, on January 6, 2020 the City Council for the City of Lawnsdale adopted Urgency Ordinance No. 1168-20 to update the Lawnsdale Municipal Code ("LMC") in an effort to comply with the new Bills; and

WHEREAS, the Planning Commission now desires to recommend that the City Council revise the City's Zoning Code related to ADUs and JADUs to make the LMC comply with the Bills; and

WHEREAS, on September 23, 2020, the Planning Commission considered the proposed amendments to Title 17 of the LMC at a properly noticed public hearing ; and

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

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LAWNSDALE, CALIFORNIA DOES HEREBY RESOLVE AND RECOMMEND AS FOLLOWS:

Section 1. The Planning Commission finds and determines that the recitals above are true and correct.

Section 2. The Planning Commission further finds and determines that the changes to the City's Zoning Code made by this Ordinance are consistent with the General Plan of the City of Lawnsdale. Additionally, the proposed updates to the Lawnsdale Municipal Code would bring the City's Code up to date with the State Laws pertaining to ADUs and JADUs.

Section 3. The Planning Commission does hereby recommend that the City Council amend the Lawndale Municipal Code, by adopting the proposed ordinance, amend the Code regarding Accessory Dwelling Units and Junior Accessory Dwelling Units in order to reflect recent changes in State Law.

Section 4. The Planning Commission does hereby recommend that the City Council find and determine that the proposed amendments are exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units and junior accessory dwelling units in residential zones consistent with and as required by state law. Additionally, the ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amendments to the Lawndale Municipal Code would update the City's Accessory Dwelling Unit Ordinance in order to reflect recent changes in state law.

PASSED, APPROVED AND ADOPTED THIS 23th DAY OF SEPTEMBER, 2020

Uffe Moler, Chairperson
Lawndale Planning Commission

ATTEST

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

I, Sean M. Moore, AICP, Community Development Director for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 20-12** was duly approved and adopted by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **23rd day of September, 2020** by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Sean M. Moore, AICP
Community Development Director

Attachment B

Ordinance No. 1177-20

ORDINANCE NO. 1177-20

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAWNDALE, CALIFORNIA AMENDING CERTAIN SECTIONS IN
TITLE 17, ZONING, OF THE LAWNDALE MUNICIPAL CODE
REGARDING ACCESSORY DWELLING UNITS AND FINDING
OF EXEMPTION FROM CEQA**

SUMMARY: This ordinance amends the regulations in the City's Zoning Code for accessory dwelling units and junior accessory dwelling units consistent with current state law.

WHEREAS, in light of the statewide shortage of housing, the State laws on accessory dwelling units have been repeatedly expanded to give property owners more latitude to add new housing units; and

WHEREAS, the Governor of the State of California signed approximately 20 housing bills in October of 2019 including Assembly Bill 68 (AB 68), Assembly Bill 881 (AB 881), and Senate Bill 13 (SB 13) (collectively, the "Bills"), each of which became effective on January 1, 2020, to, among other things, make certain clarifying changes state laws related to Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs"); and

WHEREAS, on January 6, 2020 the City Council for the City of Lawndale adopted Urgency Ordinance No. 1168-20 to update the City's codes in an effort to comply with the new laws; and

WHEREAS, the City Council now desires to revise the City's Zoning Code regarding ADUs JADUs to make the City's code more user friendly and compliant with the Bills; and

WHEREAS, the Planning Commission considered this ordinance at a properly noticed public hearing on September 23, 2020 and recommended adoption by the City Council; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on October 5, 2020 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider this matter.

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

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

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

SECTION 2. The definition of "accessory dwelling unit" set forth in Section 17.08.020 of the Lawndale Municipal Code is amended to read, in its entirety, as follows:

““Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be constructed on the same parcel as the single-family or multifamily dwelling unit that is the primary dwelling unit is or will be situated. An accessory dwelling unit also includes the following: (a) an efficiency unit, as defined in Section 17958.1 of the Health & Safety Code, and (b) a manufactured home, as defined in Section 18007 of the Health & Safety Code. This definition shall be interpreted as consistent with and including the definition of accessory dwelling unit found in Government Code Section 65852.2.”

SECTION 3. Section 17.08.020 of the Lawndale Municipal Code is amended to add the following definitions in their respective alphabetical order:

“Existing structure” for the purposes of defining an allowable space that can be converted to an accessory dwelling unit means within the footprint of any structure existing on or after the effective date of this section that can be made safely habitable under local building codes at the determination of the building official regardless of any non-compliance with zoning standards.

“Junior accessory dwelling unit” or “JADU” means a unit that is no more than 500 square feet in size which is contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. This definition shall be interpreted as consistent with and including the definition of junior accessory dwelling unit found in Government Code Section 65852.22.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure. This definition shall be interpreted as consistent with and including the definition of living area found in Government Code Section 65852.2.

“Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit. This definition shall be interpreted as consistent with and including the definition of passageway found in Government Code Section 65852.2.

“Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting. This definition shall be interpreted as consistent with and including the definition of proposed dwelling found in Government Code Section 65852.2.

“Public transit,” for the purpose of Section 17.48.056 only, means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public. This definition shall be interpreted as consistent with and including the definition of public transit found in Government Code Section 65852.2.”

SECTION 4. Section 17.48.056 of the Lawndale Municipal Code is amended to read, in its entirety, as follows:

“17.48.056 Accessory dwelling units

A. Permit Requirements. Accessory dwelling units will be permitted ministerially, subject to compliance with the regulations for the applicable zone, in areas zoned to allow single-family or multifamily residential use within 60 days of a complete application if there is an existing single-family or multifamily dwelling on the lot, in accordance with state law, including but not limited to Government Code Sections 65852.2 and 65852.22. If the permit application to create an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until it acts on the permit application to create the new single-family dwelling, but in such event the application to create the accessory dwelling unit or junior accessory dwelling unit will be considered without discretionary review or hearing. Accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located and will be considered a residential use that is consistent with the existing general plan and zoning designation for the lot.

B. Fees

1. An accessory dwelling unit will not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.
2. No impact fees will be imposed upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. “Impact fee” does not include any connection fee or capacity charge charged by the city.
3. For an accessory dwelling unit on a lot with a proposed or existing single-family dwelling, the City will not require the installation of a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.
4. For an accessory dwelling unit that is described in Section 17.48.056(D), new or separate utility connections directly between the accessory dwelling unit and the utility are required, unless the proposed ADU will be located within an existing structure. Consistent with Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee will not exceed the reasonable cost of providing this service.

C. Accessory dwelling units on a lot zoned for single-family or multifamily use that is either attached or detached from the primary structure must comply with the following requirements:

1. The lot on which an accessory dwelling unit is located must be one in which residential uses are permitted and contain an existing or proposed single-family or multifamily dwelling.
2. The accessory dwelling unit will be located on the same lot as the proposed or existing primary dwelling and either (i) attached to, (ii) located within the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, (iii) within an accessory structure, or (iv) detached from the proposed or existing primary dwelling.
3. No more than one accessory dwelling unit is permitted, except as allowed by Subsection D of this Section.
4. The total area of floor space of an attached accessory dwelling unit shall not exceed either:
 - i) 50 percent of the existing primary dwelling living area, but in no case shall said requirement prohibit an 800 square foot accessory dwelling unit or
 - ii) 850 square feet for a unit with one bedroom or
 - iii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.
5. The total area of floor space of a detached accessory dwelling unit shall not exceed 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.
6. Accessory dwelling units shall comply, without limitation, with all applicable building and safety codes as adopted by Title 15 of the Lawndale Municipal Code.
7. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
8. No setback shall be required for an ADU constructed within an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU. However, a setback of four feet from the side and rear lot lines shall be required for both an accessory dwelling unit that is not converted from an existing structure and any new structure constructed in the same location and to the same dimensions as an existing structure.
9. The ADU shall comply with the lot coverage and open space requirements of the zone in which the parcel is located, except that application of this standard shall not preclude the construction of an ADU of at least 800 square feet with four-foot side and rear yard setbacks, in compliance with all other local development standards.
10. An ADU will not be required to provide fire sprinklers if they are not required for the primary residence.

11. The accessory dwelling unit shall be architecturally compatible and designed such that it matches with the design of the primary dwelling unit in terms of exterior treatment, landscaping, and architecture, including but not limited to roofing pitch, roofing materials, and paint color.
12. The maximum height of an accessory dwelling unit shall be 16 feet in height.
13. Parking requirements for accessory dwelling units shall be one parking space per accessory dwelling unit. These parking spaces may be provided as tandem parking, including on a driveway or in setback areas, excluding the non-driveway front yard setback. No parking shall be required for an accessory dwelling unit in any of the following circumstances:
 - a. The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - b. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - c. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - d. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - e. There is a car share vehicle located within one block of the accessory dwelling unit.
14. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the City will not require that those off-street parking spaces be replaced.
15. Other than as set forth in subsection (A)(14) above, nothing in this section shall prohibit the City from enforcing the parking requirements for the existing single-family residence or multi-family residence on the same parcel as the ADU, in a manner consistent with state law.
16. Before permit issuance, the City shall be provided with a copy of the recorded deed restriction, which shall run with the land, using the City's form, memorializing the following: (a) starting January 1, 2026, either the primary residence or the accessory dwelling unit must be owner-occupied at all times as required by State law; (b) the accessory dwelling unit shall not be sold or owned separately from the primary residence, and the property shall not be subdivided in any manner which would authorize such separate sale or ownership; (c) neither the primary residence nor the accessory dwelling unit on the property may be rented for a period of less than 30 days; and (d) the accessory dwelling unit may not exceed the size and attributes described in the deed restriction. This section shall comply with any future amendments to state law.

17. Building Separation: An accessory dwelling unit shall comply with the building separation requirements of the underlying zone including the 20 foot building separation requirement in the Single Family Residential (R-1) zone, but in no case shall said requirement prohibit an accessory dwelling unit that is a minimum of 800 square feet, maximum of 16 feet in height with four-foot side and rear yard setbacks.

18. Landscaping: All setback areas shall be landscaped as required by Section 17.44.015 of this code.

D. Notwithstanding any other requirements of this Title 17, the City will ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

a. One ADU per lot with a proposed or existing single-family dwelling if all of the following apply:

- i. The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and not more than 150 square feet beyond the same physical dimensions of the existing accessory structure if necessary to accommodate ingress and egress.
- ii. The space has exterior access separate from the proposed or existing single-family dwelling.
- iii. The side and rear setbacks are sufficient for fire and safety.
- iv. The JADU complies with the requirements in Section 17.48.057.

b. One detached, new construction, ADU per lot that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The ADU may be combined with a JADU described above in Section 17.48.056(D)(1). The following limitations shall apply to the ADU:

- i. A total floor area limitation of 800 square feet.
- ii. A height limitation of 16 feet.

c. Multiple ADUs within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. The City will allow at least one ADU and up to 25 percent of the existing number of multifamily dwelling units.

d. Not more than two ADUs that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling. Such ADUs shall be subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

E. The following requirements shall apply to ADUs or JADUs created pursuant to subsection D of this section:

1. The City will not require, as a condition for ministerial approval of a permit application for the creation of an ADU or a JADU, the correction of nonconforming zoning conditions.
2. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.
3. Rental of an ADU or JADU pursuant to subsection D for 30 days or less is prohibited.
4. As part of the application for a permit to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test shall be completed within the five years preceding the application, or, if the percolation test has been recertified, within the 10 years preceding the application.”

SECTION 5. A new Section 17.48.057, entitled “Junior accessory dwelling units,” is added to the Lawndale Municipal Code to read, in its entirety, as follows:

“17.48.057 Junior accessory dwelling units

JADUs located on a lot zoned for single-family use shall comply with the following development standards:

- A. A JADU shall not exceed five hundred (500) square feet, and must be constructed within the existing walls of the primary single-family dwelling unit.
- B. A JADU shall include a separate exterior entrance from the main entrance to the primary dwelling unit.
- C. A JADU shall include at least an efficiency kitchen which shall include all of the following:
 - i) a cooking facility with appliances; and
 - ii) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
- D. A JADU may share sanitation facilities with the existing primary dwelling.
- E. A JADU shall require owner-occupancy in the single-family residence in which the JADU will be permitted unless the owner is another governmental agency, land trust, or housing organization.
- F. Before permit issuance, the City shall be provided with a copy of the recorded deed restriction, which shall run with the land, and which shall be on file with using the City’s form, to

memorialize the: (i) restrictions on the size and attributes of the JADU; (ii) prohibition on the sale of the JADU separate from the sale of the primary residence; (iii) if the JADU is rented, the unit shall not be rented for a period of less than 30 days; (iv) requirement that either the JADU or primary residence be owner occupied unless the owner is a governmental agency, land trust, or housing corporation; and (v) including a statement that the deed restriction may be enforced against future purchasers.

G. A JADU shall comply with all applicable building and safety codes, including but not limited to those describe in Title 15 of the Lawndale Municipal Code.

H. A JADU will be allowed on the same lot with a new ADU, provided the following criteria are met:

- a. The ADU is fully detached and the JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling; and
- b. The ADU does not exceed a total floor area of 800 square feet and a height limitation of 16 feet.

I. No additional parking shall be required for construction of a JADU.

J. Permit Requirements.

Junior accessory dwelling units will be permitted ministerially, subject to compliance with this section, within 60 days of a complete application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the junior accessory dwelling unit until it acts on the permit application to create the new single-family dwelling, but in such event the application to create the junior accessory dwelling unit will be considered without discretionary review or hearing.

K. Fees. A junior accessory dwelling unit will not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling. This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.”

SECTION 6. Subsection (B)(2) of Section 17.48.060 of the Lawndale Municipal Code is amended to read, in its entirety, as follows:

“An accessory dwelling unit and/or junior accessory dwelling unit that complies with the provisions of Sections 17.48.056 and 17.48.057, as applicable, of this code.”

SECTION 7. Subsection (B) of Section 17.48.110 of the Lawndale Municipal Code is amended to read, in its entirety, as follows:

“B. The renting of not more than four rooms to not more than six individuals, or the providing of board to not more than six boarders, or both, in a single-family or two-family residence occupied as such, provided that a home occupation business license is obtained, provided the rent or board is for a period not less than thirty days, and provided that the use does not alter the character of the premises as a single-family or two-family residence.”

SECTION 8. A new subsection J is added to Section 17.48.110 of the Lawndale Municipal Code, to read, in its entirety, as follows:

“J. An accessory dwelling unit or junior accessory dwelling unit that complies with the requirements of Sections 17.48.056 and 17.48.057, as applicable, of this code.”

SECTION 9. Subsection (B)(3) of Section 17.48.120 of the Lawndale Municipal Code is amended to read, in its entirety, as follows:

“3. An accessory dwelling unit and/or junior accessory dwelling unit that complies with the requirements of Section 17.48.056 and 17.48.057, as applicable, of this code; or”

SECTION 10. Subsection (I) of Section 17.48.150 of the Lawndale Municipal Code is hereby deleted.

SECTION 11. Subsection (B)(3) of Section 17.48.160 of the Lawndale Municipal Code is amended to read, in its entirety, as follows:

“3. An accessory dwelling unit and/or junior accessory dwelling unit that complies with the requirements of Sections 17.48.056 and 17.48.057, as applicable, of this code; or”

SECTION 12. Subsection (J) of Section 17.48.210 of the Lawndale Municipal Code is hereby deleted.

SECTION 13. Subsection (B)(3) of Section 17.48.230 of the Lawndale Municipal Code is amended to read, in its entirety, as follows:

“3. An accessory dwelling unit and/or junior accessory dwelling unit that complies with the requirements of Sections 17.48.056 and 17.48.057, as applicable, of this code; or”

SECTION 14. Urgency Ordinance 1168-20 is hereby rescinded.

SECTION 15. This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units and junior accessory dwelling units in residential zones consistent with and as required by state law. Additionally, this ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 16. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 17. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 5th day of October, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No. 1177-20 at its regular meeting held on the 5th day of October, 2020, by the following roll call vote:

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

Daniel Reid					
Pat Kearney					

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

Attachment C

Proof of Publishing Daily Breeze Notice

Advertising Order Confirmation

Ad Order Number
0011413416

Sales Representative
Pauline Fernandez

Order Taker
Pauline Fernandez

Order Source
Select Source

Customer
CITY OF LAWNDALE/COMMUNITY DEVELOPMENT DEI CITY OF LAWNDALE/COMMUNITY DEVELOPMENT

Customer Account
5007749

Customer Address
ACCOUNTS PAYABLE
14717 BURIN AVENUE
LAWNDALE, CA 90260

Customer Phone
310-970-2128
310-973-3230

Payor Customer
CITY OF LAWNDALE/COMMUNITY DEVELOPMENT

Payor Account
5007749

Payor Address
ACCOUNTS PAYABLE
14717 BURIN AVENUE
LAWNDALE, CA 90260

Payor Phone
310-970-2128
310-973-3230

Ordered By
RGarcia@lawndalecity.org

Customer Fax

Customer EMail
cwilson@lawndalecity.org

Current Queue
Ready

Invoice Text
RGarcia@lawndalecity.org

Tear Sheets
0

Affidavits
0

Blind Box

Materials

Promo Type

Special Pricing

PO Number

Advertising Order Confirmation

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Daily Breeze • Palos Verdes Peninsula News

09/23/20 9:53:42AM
Page 2

Ad Number
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Production Color

Ad Attributes

Production Method
AdBooker

Production Notes

External Ad Number

Pick Up

Ad Type
Legal Liner

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PUBLIC NOTICE CITY OF LAWNDALE CASE NO: 20-27

Notice is hereby given that at 6:30 p.m. on Monday, October 5, 2020, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burin Avenue, Lawndale, CA to review the following proposal:

CASE NO. 20-27; CONSIDERATION TO AMEND CHAPTER 17.48 OF THE LAWNDALE MUNICIPAL CODE PERTAINING TO CITY WIDE DEVELOPMENT STANDARDS FOR ACCESSORY DWELLING UNITS

On September 23rd, 2020 the Lawndale Planning Commission recommended that the City Council approve the proposed regulations.

Pursuant to the California Environmental Quality Act (CEQA) the City of Lawndale has determined that the project is exempt and a Categorical Exemption will be issued.

The files for this proposal are available for review Monday through Thursday, 7:00 a.m. to 6:00 p.m., in the Community Development Department offices located at 14717 Burin Avenue, Lawndale, California. Any grounds for opposing this project must be made at the time of the meeting or made in written correspondence. If you challenge this matter in court, you may be limited to raising only those issues that you or someone else raised during the meeting.

The City of Lawndale's contact person for this case is Rafael Garcia, Associate Planner at (310) 973-3240.

Pub Sep 24, 2020
(11)DB(11413416)

Product
Daily Breeze

Requested Placement
Legals CLS

Requested Position
General - 1076-

Run Dates
09/24/20

Inserts
1

Advertising Order Confirmation

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Daily Breeze • Palos Verdes Peninsula News

Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
289.06	0.00	289.06	0.00	\$289.06

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.
Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".



CITY OF LAWDALE

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

DATE: October 5, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KM*

PREPARED BY: Mike Estes, Director of Community Services *(ME)*

SUBJECT: **Proposed Changes to the Harold E. Hofmann Community Center Facilities Use Policy**

BACKGROUND

The Harold E. Hofmann Community Center was opened to the public on January 21, 2012. On March 19, 2012, the City's first use policy for the Community Center was approved by the City Council which set rules and regulations for facility reservations.

STAFF REVIEW

Since March 2012, the Community Services Department has used the existing policy to enforce rules and regulations for those who reserve a room in the Community Center, and there have been 1,625 facility reservations, or an average of approximately 180 per year, for events such as: wedding receptions, baby showers, bridal showers, birthday parties, graduation celebrations and business meetings among others. The total number of reservations also includes reservations for entities that are eligible for a waiver of room reservation fees such as City-affiliated groups, area representatives and Lawndale-based community and youth groups for events that benefit the community.

The City has two rooms in the Community Center which are available for reservation: 1) third floor Main Event Room (full room or half room); and 2) second floor Meeting Room (full or half room).

Since the reservation system for the Community Center began in March 2012, staff has had an opportunity to see what has worked and has also gotten a good feel for what has not worked. Therefore the proposed changes are included in the new draft policy as a means to continue the reservation program which has seen the number of reservations increase each year starting with 42 reservations in calendar year 2012 and increasing to approximately 327 for calendar year 2019. In 2020, prior to the COVID-19 pandemic taking hold, approximately 52 reservations were completed in January, February and half of March putting the Community Center on pace for approximately 260 reservations in 2020.

Major Policy Changes and Additions:

Staff recommends the following four policy changes and additions: 1) simplify the reservation process; 2) adopt a new customer friendly process; 3) make the City's reservation environment safer; and 4) provide the best reservation experience possible for our customers.

Removal of Beer, Wine and Champagne:

Beer, wine and champagne have been approved types of alcohol for reservations since March 2012. Although there have been very few problems related to the inclusion of beer, wine and champagne, the following are issues that have taken place in the past despite the fact the Sheriff's Department is present for all reservations that include beer, wine and/or champagne:

- Individuals attending these reservations oftentimes are suspected of consuming alcohol prior to arriving at the Community Center; and
- It is more difficult to get those attending reservations that include beer, wine and/or champagne to leave the building or property once the reservation has ended; and
- On rare occasions, individuals have brought hard alcohol into the Community Center without staff's knowledge and contrary to existing policy evidenced by empty liquor bottles in the trash receptacles; and
- Those attending reservations often end up congregating in the streets while inebriated surrounding the Community Center after the reservation ends; and
- Cleanup activities often run later than permitted due to the fact that people are having a good time and are not ready to leave which often results in security deposit deductions and staff working later than expected.

When the existing policy was approved by the City Council, it was thought that the inclusion of beer, wine and/or champagne would bring additional revenue to the City and increase the number of reservations substantially. However, since March 2020, of the approximate 1,625 reservations held at the Community Center, there have been fifty-one (51) reservations including beer, wine and/or champagne (or 3.1% of reservations). This equals an average of 6 reservations including beer, wine and/or champagne per year (or an average of 1 every two months over a nine year period).

Staff believes that since we have a facility that has been in such demand for reservations, that the loss of one reservation per two-month period will not impact the City's future facility reservation revenue. In addition, it is believed that most beer, wine and champagne-based reservations are holding their event at the Community Center to avoid the higher costs of reserving a hotel or some other private facility.

Event Security Provision:

Since the policy's inception, event security services for facility reservation permits that exceed 100 people, or events with a permit to include beer, wine and/or champagne have been provided by the Sheriff's Department. However, we have found that due to the escalation of costs for Sheriff's Department personnel, we are losing business due to the costs of such security services which ranges from approximately \$40.00 - \$80.00 per hour for Sheriff's deputies. Therefore, staff is suggesting that the City contract with a third party security vendor to provide unarmed security services at a fraction of the cost. The recruitment of a third party security vendor would happen through a Request for Proposals (RFP) process. This will reduce the cost of reservation supervision substantially for our reservation customers; likely resulting in more reservation activity.

Registration Process and Payment of Non-Refundable Deposit:

Since March 2012, the registration process has strictly been an in-person and onsite registration process. The new suggested process would be a Non-Refundable Deposit system at which those interested in reserving a room in the Community Center would be required to submit an application and post a non-refundable deposit comprised of 25% of all reservation costs. Once the deposit has been posted, the

applicant would receive a document confirming the remaining fees due which will be payable no fewer than eight business days prior to said reservation. Those not following through with final payment, or those cancelling their reservation will lose their 25% non-refundable deposit. This system will benefit the facility reservation system in the following ways:

- Staff will no longer be required to sort through multiple applications and spend time providing information such as cost estimates to those that are not determined to make a reservation.
- Reservation space will be reserved once a completed application has been received and the 25% non-refundable deposit has been paid.
- Applicants can make a reservation and will have more time to gather the required reservation fees. Under the existing system, some of the more lengthy and extravagant reservations, or those that are ongoing or multiple date reservations, require payments of upwards of several thousand dollars.

Reservation Setup and Clean Up Provisions:

Since March 2012, the applicant and his/her party have been responsible for reservation setup and breakdown of tables and chairs, while staff has been responsible for the remaining cleanup activities. Although this has saved reservationists money in the past, the City is concerned about someone getting hurt while moving City equipment. Therefore, City staff is suggesting that the primary applicant be required to submit a floor plan confirming the number of tables and chairs needed for the reservation and their location in the room being reserved. For this element, City staff is suggesting one hour be charged to the applicant for setup of all City equipment prior to the event and one hour for breakdown of all City equipment following the event.

LEGAL REVIEW

The City Attorney has reviewed the attached policy and has approved it as to form.

FISCAL IMPACT

There is no fiscal impact as it relates to the approval of the attached policy. However, looking ahead, the reservation rates will be reviewed and considered for increase in preparation for Fiscal Year 2021-22 when the City begins the process of analyzing rates for all departments.

RECOMMENDATION

City staff recommends that the City Council approve Resolution No. CC-2010-055 related to City Council Policy 104-20 affecting changes to the Harold E. Hofmann Community Center Facilities Rules and Regulations, to be implemented once the City deems it safe enough for the Community Center to re-open to the public for reservations.

Attachments:

- Resolution No. CC-2010-055
- Council Policy 104-20, Harold E. Hofmann Community Center Facilities Rules and Regulations

RESOLUTION NO. CC-2010-055

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA ADOPTING
COUNCIL POLICY NO. 104-20, SETTING FORTH THE CITY'S NEW
HAROLD E. HOFMANN COMMUNITY CENTER
FACILITIES RULES AND REGULATIONS**

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

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

WHEREAS, the City Council now desires to amend the Council Policy Manual to add Council Policy No. 104-20 “Harold E. Hofmann Community Center Facilities Rules and Regulations” as a new and stand-alone policy setting forth rules and regulations for the use, payment and operation of the rooms available for reservation at the Harold E. Hofmann Community Center.

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

SECTION 1. That the City Council hereby approves the adoption of new Policy No. 104-20 “Harold E. Hofmann Community Center Facilities Rules and Regulations” attached hereto and incorporated as Exhibit “A”, and directs City staff to include said policy in the Council Policy Manual, as may be amended from time to time.

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

PASSED, APPROVED AND ADOPTED this 5th day of October, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2010-055 at a regular meeting of said Council held on the 5th day of October, 2020, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

COUNCIL POLICY

<u>SUBJECT:</u> Harold E. Hofmann Community Center Facilities Use Rules and Regulations	<u>POLICY NO.:</u> 104-20	<u>DATE ADOPTED:</u> a) 10/05/20
	<u>AUTHORITY:</u> a) Resolution No. CC-2010-055	

PURPOSE:

This policy establishes the rules and guidelines for the permitted use of the Harold E. Hofmann Community Center, which includes the following reservation spaces: (i) Main Event Room (both ii and iii), (ii) Main Event Room A (half of i), (iii) Main Event Room B (half of i), (iv) Meeting Room (both v and vi), (v) Meeting Room 1 (half of iv), and (vi) Meeting Room 2 (half of iv). Please note that when one half of the Main Event Room, either A or B, is reserved, the opposite half of the Main Event Room is not available for use by another reservation group. Similarly, if one half of the Meeting Room, either 1 or 2, is reserved, the opposite half of the Meeting Room is not available for use by another reservation group, as the two halves of each of this room may not be used by two different groups at the same time, nor will reservation periods be allowed to overlap.

POLICY:

GENERAL PROVISIONS:

Application Required:

Each room reservation application must be submitted in person at the Harold E. Hofmann Community Center on Monday through Thursday, excluding City holidays, from 7:00 a.m. to 5:00 p.m. with proof that the applicable Non-Refundable Room Reservation Deposit has been paid as described in "Payment Procedures" on page 6 of this policy. Applications will not be accepted by facsimile, email, or US mail (please see exception below). Each Facility Reservation Application must be signed by the primary applicant who must be at least 18 years old at the time the application is submitted. All applications must be submitted sufficiently in advance of the reservation date to allow the City adequate processing time and to ensure proper staffing.

Exception: An entity that qualifies for a "Waiver of Fees" (see Page 8) may email, fax, mail or hand deliver its application to the City. However, an entity desiring a fee waiver must first check with the City to confirm its eligibility for a fee waiver prior to applying under this exception.

Issuance of Permit:

Facility use permits will be issued by Community Services Department staff once all fees have been paid in full and all required documentation has been received. For self-insured user groups, use permits will not be issued until the required insurance documentation has been received and approved by the City.

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Extended use permits may not exceed a period of three calendar months unless approved in writing by the City Manager or his/her designee. Each City facility may only be used for the specific purpose identified in the Application for Facility Use.

Commercial Activities and Fundraising Prohibited:

Because of the high demand for use of the City's facilities, priority for the use of City facilities is given to uses benefiting the community. For public safety reasons, **the use of City facilities for commercial gain**, such as events at which fees are collected for admission, or memberships, or at which any type of equipment, services, and/or goods are sold or offered for sale **is strictly prohibited**. Only non-profit 501(c)(3) corporations, and governmental entities may host events for fundraising purposes, including raffles, and this may only occur if all event tickets are sold off-site – no sale or offer for sale of event tickets, products, or may occur on City property. In addition, the intent to include fundraising elements must be included in the reservation permit approving the event. A reservation/event may be cancelled without refund for violation of this regulation.

Event Advertising by Applicant:

Once a use permit has been issued to an applicant, no one advertising such event, whether on social media, via flyers or other means of advertising, may falsely advertise the event or include event specifics that are not compliant with this policy, such as advertising admission costs or prohibited activities. If event specifics are advertised that are in direct violation of this policy the City may cancel that permit which will result in the permittee forfeiting all reservation fees, security deposits, and any other fees that have been paid to date.

Event Termination and Consequences of Violating Laws & Rules:

If any law, rule, or permit condition is found to have been violated, event security and staff will immediately terminate the event and all fees and deposits will be deemed forfeited. In addition, the applicant and any other known participating violators will be permanently banned from obtaining reservation permits for any City facility. Anyone who commits a crime in this facility has a lifetime ban from the facility.

When Facilities May Be Used:

The Harold E. Hofmann Community Center is not available for reservations on City-observed holidays. It is otherwise available for reservations:

Sunday through Thursday: 9:00 a.m. to 10:00 p.m.

Friday and Saturday: 10:00 a.m. to 12:00 a.m.

Should you or your guests fail to leave the reserved room and/or facility before the conclusion of your reservation time and/or the facility closure time (listed above), or within 15 minutes of the facility closure time, additional fees will be charged to you which may be deducted from your security deposit.

Use of the Platform Stage in the Main Event Room:

The platform stage may be used as part of any reservation of the full Main Event Room or Main Event Room B; however, is not included for reservations of Main Event Room A. The platform stage may be used for various purposes such as for a head table, disc jockey, or live music.

Use of the Main Event Room Kitchen:

An applicant reserving the kitchen receives access to the following amenities: one refrigerator designated by staff, all sinks and countertops, stove, oven, griddle and ice machine. **Amenities NOT included in the reservation of the kitchen include: the microwave, dishwasher, garbage disposal, coffee machine, storage closets, freezers and lockers.**

Conditions of Use for Main Event Room(s) and Meeting Room(s):

Other than an organization receiving a waiver of fees, the minimum reservation time is four hours including one hour for both set-up and clean-up activities.

Events in the Main Event Room or Main Event Room A or B must end at least 60 minutes before the permit end time to allow adequate cleanup time. In addition, all guests, unless participating in event cleanup operations, must depart the facility at least 60 minutes before the permit end time.

Events in the full Meeting Room must end at least 45 minutes prior to the permit end time to allow for adequate cleanup time. Events in Meeting Room 1 or 2 must end at least 30 minutes prior to the permit end time to allow for adequate cleanup time. This requires all guests to depart the facility no less than 45 minutes prior to the permit end time for events in the full Meeting Room and 30 minutes prior to the permit end time for events in Meeting Room 1 or 2 to allow the cleanup to occur.

If any applicant or their guest(s) remain in any reservation space beyond the permit end time or in the parking garage for more than 15 minutes beyond the permit end time additional fees will be assessed to cover the City's staff costs to ensure that the premises have been vacated.

General Reservation Policies:

No permit holder or event attendee may remove, relocate, or take any indoor City property or fixture to another part of the facility or outside of the Community Center for any reason.

No applicant may sublet any portion of the City facility rented from the City.

The permit holder must immediately report all personal injuries and damages sustained during use of a City facility to the City staff supervising the facility.

Individuals who damage property or display conduct that is potentially harmful to others shall vacate the City facility immediately upon request by City staff, event security or event permittee.

No suggestion of City sponsorship or endorsement of an event or use of a facility may be made without prior written approval of the City Council.

Other than guide dogs and service animals, no animals may enter a City building.

Signage such as posters, flyers and other forms of advertising for events not sponsored by the City shall not be posted or displayed on the Community Center's interior and/or exterior walls. However, free standing A-Frame sign(s), or similar, may be used to advertise an event that is permitted at the Community Center 30 minutes prior to that event's start time until 15 minutes after the event's approved end time.

Because minor children can have visual if not physical access to any event held at the Community Center, adult uses are not allowed.

Event security and/or City staff will close all external room doors at 10:00 p.m. to prevent events from disturbing the neighbors. In addition, the City will also monitor the decibel level of any recorded or live music being played to prevent disturbing the neighbors during the reservation. Permittees must comply with instructions from event security and City staff regarding allowed decibels for any amplified sound.

Alcoholic beverages and all forms of gambling (including bingo and lotteries) **are prohibited.** However, raffles tickets sold by nonprofits before the event and off of City property may be redeemed during an event held in the Community Center.

Smoking is prohibited inside of City facilities, on the second or third floor outdoor terraces, and/or parking garage at all times and outdoors within 25 feet of any operable doors and/or windows. Defacing or damaging any element inside or outside of any City facility in any way is prohibited. Using nails, adhesive tape or any other method to hang devices and/or decorations to walls, windows, ceilings or any other building element in a City facility is prohibited. No alterations may be made to any fixture, equipment or building element in any City facility. This means that all display elements must be free-standing or table top.

Event Security Requirements:

Event security is required for events with an estimated attendance of in excess of 100 people (not including entertainers, caterers or other hospitality staff hired by the permittee). With respect to events falling in this second category, the public agency has the option of providing its own dedicated security for the event at a ratio of no less than 1 security officer or administrator for every 25 attendees with written confirmation that security services will be provided for the entire event from the entity's principal, or school district administrator, no later than when the balance of reservation fees are due to the City. Should the public agency not have its own dedicated event security, security will be required and assigned by the City if applicable pursuant to this section, at the applicant's cost.

When security is required due to an event's estimated attendance, the security is required from the time designated for guest arrival until the reservation end time and departure of the event's attendees. Security is not generally required during set up but is required during cleanup time. With the exception of public agency events involving minors, all event security is provided by sworn officers of the Los Angeles

County Sheriff's Department unless the City has contracted with a security company to provide security at events held at the Community Center.

Permit holders must be accurate in stating the number of attendees at an event to allow the City to calculate the security requirements. **If attendance is understated and/or actual attendance exceeds the number that requires security or triggers the need for additional security, and adequate security has not been provided, staff, and/or event security will shut down the event and all fees and deposits paid to the City will be deemed forfeited.**

All estimated event security costs shall be paid to the City at the time the balance of reservation fees are due to the City. Any overpayment of event security fees will be refunded to the payee as soon as possible following the event; however, not before the City is provided an invoice from the third party security provider

Event Security Thresholds:

Events for Adults	# of Officers Required
0 – 100 guests	0
101 – 132 guests	1
133 or more guests	2

Room Setup:

City staff will complete room setup approximately two hours prior to the start of the event, at a cost to the applicant **if** the applicant has submitted a diagram with its application illustrating the following: 1) number and type of tables to be setup; 2) number of chairs required for the event; and 3) the proposed room layout. Any additional setup including setting up equipment not owned by the City must be setup by the applicant. Any desired modifications to the initial room setup by the permit holder after staff has completed the initial setup and left the room must be completed by the applicant and his/her designee(s).

The permit holder must also coordinate all deliveries for their event. All large deliveries for reservations in the Main Event Room, such as catered food, equipment and supplies, props, etc. secured by the permit holder, must enter the building through the service elevator. Delivery and pickup of items ordered by the permit holder related to said reservation must take place within the permitted reservation hours and the permit holder, or his/her designee, must be present to accept all deliveries. Deliveries that arrive at the community center facility prior to the permit holder's or his/her designee's on site arrival will not be accepted by staff.

Room Cleanup – City Staff Clean Up

City staff will breakdown and store all City-owned equipment, such as tables and chairs, once the reservation end time has been reached. City staff will also empty the trash receptacles and sweep and mop the floor and kitchen floor areas.

Room Cleanup – Permit Holder and Reservation Party:

The permit holder and/or the reservation party is solely responsible for cleaning and removing all equipment not owned by the City such as, but not limited to: 1) tables and/or chairs rented from a third party; and 2) all privately-owned props and decorations. The permit holder and/or the reservation party is solely responsible for ensuring that all trash generated during the reservation is placed in the designated trash receptacles provided by the City. The permit holders will be held financially responsible for all costs related to clean up activities required by City for cleaning up spills and/or other hazardous floor conditions, the breakdown of non-City-owned equipment and/or picking up trash remaining on the floor as a result of the reservation activities during the cleanup process or following the departure of the permit holder.

The permit holder is not required to remove trash from the building or sweep and/or mop the floor during the cleanup process. However, when there are liquid and/or food spills, broken items, or other potentially dangerous elements on the floor as a result of the reservation activities, the permit holder must immediately clean up such substances, to the best of their ability, and notify City staff. If maintenance equipment and/or supplies are needed to remove spill(s) or other substances the permit holder must request assistance from City staff.

ROOM RESERVATION AND PAYMENT OF NON-REFUNDABLE DEPOSIT:

Reservations for rooms within the Harold E. Hofmann Community Center will be accepted in person from applicants who have completed a “Facility Reservation Application for Indoor Facilities” and have paid the Non-Refundable Deposit fee of 25% of the Room Reservation Fees as determined by the information included on the completed Facility Reservation Application for Indoor Facilities application. Room reservations can be completed online once the City has made this option available. Please see Online Facility Reservation and Payment Procedures. See “**In-person Facility Reservation and Payment Procedures**” section on page 7 for online Room Reservation and Payment Procedures of Non-Refundable Deposit.

Multiple date reservations require payment of the Non-Refundable Deposit fee for each reservation date. Room Reservation Fees include the hourly fee for the room requested multiplied by the number of hours requested plus the security deposit and any other applicable fees. Once an application has been completed and the Non-Refundable Room Reservation Deposit has been paid, the reservation is considered pending until the balance of the required fees have been paid. Any applicant who fails to pay their fee balance at least eight business days (Monday – Thursday excluding city holidays) in advance of their event date, or the first date of a multiple date reservation request, will lose their reservation and forfeit their Non-Refundable Deposit, and the reservation space will be eligible for new reservations.

Payment Deadlines:

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If reservation fees are paid 60 days in advance of the reservation date (or the initial reservation date with multiple reservation dates), payment of the balance of fees owed is due at least 8 business days before the (initial) reservation date to finalize the booking.

If reservation fees are paid less than 60 days in advance of the reservation date (or the initial date with multiple reservation dates), to finalize the booking, payment of the balance of the fees owed is due to the City no less than: (i) 8 business days before the (initial) reservation date.


A reservation for an event within 8 business days of City's receipt of an application will be approved if the desired facility is available, staff are available for the event, and the applicant submits all reservation fees in cash, money order, or cashier's check at the time of the application's submittal.

Please note that the balance of fees due can be paid at any time prior to the payment deadline, including when initially making a reservation, to secure the booking. If the full balance of fees due is not paid on or before the payment deadline, the reservation is cancelled and the non-refundable room deposit fee is retained by the City.

In-Person Facility Reservations and Payment Procedures:

Facility reservations are made in person at the Harold E. Hofmann Community Center, second floor Reception Office. All reservation payments must be made in person with payment made by credit or debit card (VISA, MasterCard or American Express), cash, personal check, money order or cashier's check at the City's Finance Department, located at City Hall, any day Monday through Thursday, excluding City holidays, between 7:00 a.m. and 5:30 p.m. Each payment by check, money order and/or cashier's check must be made payable to the "City of Lawndale." Post-dated checks will not be accepted. The City will charge a fee for any check(s) returned to the City for insufficient funds or any other reason.

Online Facility Reservation and Payment Procedures:

Facility reservations can be completed online by visiting the Community Services Department webpage at <http://www.lawndalecity.org/html/DEPTHTML/CSD/CommServc.htm> and clicking on the  button once this option available. Please contact the Community Services Department at (310) 973-3288, or (310) 973-3272 to inquire whether or not this reservation option is available. When this option is available, payments can be made 24/7/365 using credit or debit card (VISA, MasterCard or American Express).

Facility Walk Through:

After a permit is issued, the permittee, or the permittee's designee, will be required to attend a facility walk through with City staff to confirm the details of the reservation and amenities to be used including the facility checklist. After a permit is issued, all permit change requests which require additional payment must be made prior to the City's established payment deadline.

Facility Inspection Process on Day of Use:

Immediately upon entering the room on the day of use, the permit holder must inspect the reservation area and confirm its condition by signing the Condition of Facilities form and noting any discrepancies

from the information on the Condition of Facilities form. At the conclusion of his/her use of the facility the permittee must visually inspect the facility a second time to confirm via a second signature the information on the form and note any discrepancies from the conditions noted prior to the reservation. If there are disagreements regarding the condition of the room at the conclusion of any reservation, disputes will be resolved by the Community Services Department administrative staff the next business day.

Insurance Requirements:

All reservations require Commercial General Liability Insurance naming the City, the applicant and the organization obtaining the permit if an organization is the applicant. Organizations with Commercial General Liability Insurance have the option of providing such to the City, provided it meets the City's requirements and names the City of Lawndale and each of its officers, agents and employees as additionally insureds.

Individuals or organizations without Commercial General Liability Insurance must purchase general liability insurance from a third party carrier identified by the City. Any applicant obtaining insurance through the City must pay the cost of this insurance to the City at the time the reservation fees are paid in full or at the time the balance of fees are due to the City.

Cancellation of Permit(s) by the City:

The City may cancel or defer any issued permit(s) for any facility that is needed by the City for a civic affair or other significant function. If a permit is cancelled by the City for such reason, the permit holder shall be eligible for a refund of all fees paid to the City including the Non-Refundable Deposit.

If an extended use permit holder fails to use a facility on 2 permitted dates the City may cancel a permit for the remainder of the permit period.

If a permit holder, or any guest using the facility during his/her reservation period, leaves the facility in an unclean or otherwise unsatisfactory condition, damages the facility, or for other good cause, City staff may cancel a permit prior to or during an event, including cancelling subsequent dates, and will impose additional costs as described in the "Additional Charges after Use" section. Furthermore, following cancellation of a permit by the City for reasons set forth in this paragraph, the permit holder shall be permanently ineligible for future permits.

If a permit holder's event is terminated by staff due to a violation of any city, state or other agency's rules or the permit holder's action or failure to act, no fees or deposits will be refunded.

Cancellation by User:

A permit holder who timely cancels a reservation may submit a written request to the Community Services Department for a refund of reservation fees and security deposits, less the non-refundable room reservation deposits, any Reservation Cancellation Fee adopted by the City Council, and all costs incurred by the City, provided the cancellation and written request is received by the Community Services Department Director, or his/her designee no less than 5 business days in advance of the reservation or any subsequent reservation date, as applicable.

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Failure to Use Facility Without Cancellation and Late Cancellation:

A permit holder who fails to use a reserved facility without providing a written request to cancel the reservation to the Community Services Department Director or his/her designee fewer than 5 business days in advance of the reservation date will forfeit all deposits and fees paid.

Security Deposit Refunds:

City staff and the permit holder will inspect all areas of use before the permit holder leaves the premises. If the facility is found to be in satisfactory condition by the City, and the permit holder has not forfeited some or all of the deposit for one of the reasons described in this policy, the balance of the security deposit fees will be refunded through the City's standard warrants procedure. The refund process will begin no sooner than the first business day following said reservation or following the final reservation date for a permit issued for multiple dates. For fees paid by credit card a refund cannot be processed sooner than 30 days after the reservation was paid.

Additional Charges after Use:

Permit holders will be charged for all excess costs incurred by the City for the permit holder, or their guests or vendors, entering the reservation facility prior to the permit start time and/or not concluding their use, including clean up time, and exiting the facility, or the applicable parking garage after the expiration of the approved permit time. Such costs may include additional staff time and/or event security costs, damages, and any other costs incurred by the City. Permit holders shall be responsible for costs associated with cleaning any facility that is left in an unsatisfactory condition and damage to any City property or equipment caused by the permit holder and/or his/her guests.

Costs incurred by the City will be recovered from the security deposit. After an event requiring a security deposit deduction(s), the security deposit refund will not be processed until all necessary reservation facts are gathered by the City. Should additional charges exceed the amount of the security deposit, the permit holder will be billed by the City for the excess amount. Should the permit holder fail to remit payment for the full amount invoiced within 30 days of the date of the invoice, the permit holder will be ineligible for future use of any City facility for one year and until payment has been made, whichever is later.

Storage and Items Left Behind:

No permit holder, or his or her guests or vendors, may store any equipment or materials at any City facility without the prior written approval from the City. Additionally, the City is not responsible for items left behind after a reservation and may dispose of such items in the manner deemed appropriate by the City. In addition, items delivered to the City prior to any reservation and before the permit holder is present will not be accepted by the City.

Waiver of Use Fees:

Fee waiver requests must be submitted to the Community Services Department with a completed Application for Facility Use form. Organizations that fall within one of the qualification groups below

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may receive a waiver of use fees for as many as four reservations per year (July 1 – June 30) **for an event or activity that is open to the public and for the benefit of Lawndale residents and businesses:**

1. Non-profit organizations recognized by the State of California and organized under Section 501(c)(3) or 501(c)(6) of the Internal Revenue Code that qualify as either a Lawndale youth-based or a Lawndale community-based organization as defined in Chapter 8.12 of the Lawndale Municipal Code;
2. City sponsored or City affiliated organizations;
3. Schools which are affiliated with or chartered by the Lawndale Elementary School District or the Centinela Valley Unified High School District; and
4. Governmental agencies or elected officials representing Lawndale using the facility for the purpose of conducting an event or activity for the benefit of Lawndale residents and businesses.

Fee Waiver Conditions:

Fee waivers will be granted by the Community Services Department staff member or staff members designated by the City Manager. Fee waiver decisions can be appealed in writing to the City Manager.

Only Room Reservation Fees are eligible for consideration for a waiver of use fees. Other fees such as insurance, security deposits, event security fees and City staff time costs cannot be waived.

Indemnification and Release:

All applicants will be required to acknowledge by signature the following indemnification clause when completing an Application for Facility Use. An application without a signature from the applicant acknowledging and agreeing to the indemnification clause will not be considered complete.

I, _____ (FULL NAME), on behalf of _____ (ORGANIZATION) understand that my/our use of the _____ (hereinafter "City Facility") exposes me/us to

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the risk of personal injury, death or property damage, as well as the risk of injury or damage to other people or property. I hereby acknowledge that I am voluntarily requesting to use this City Facility and agree to assume any such risks on behalf of myself and the Organization and any participants in said use.

I/we hereby release, discharge and agree not to sue City of Lawndale and its officers, agents, and/or employees from and against any claim for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and the Organization's use of the City Facility from whatever cause, including the active or passive negligence of City of Lawndale or any other participant in the use of the City Facility, other than an injury or damage arising out of the sole negligence or willful misconduct of City, its officers, agents, and/or employees.

In consideration for being permitted to use the City Facility, I/we hereby agree, for myself, my heirs and assigns and the Organization that I/the Organization shall indemnify and hold harmless City of Lawndale, its officers, agents, and/or employees from any and all claims, demands actions or suits arising out of or in connection with my/the Organization's use of the City Facility other than claims arising as a result of the City's gross negligence or willful neglect.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. IF THIS APPLICATION IS BEING SOUGHT ON BEHALF OF AN ORGANIZATION, I AM DULY AUTHORIZED TO SIGN THIS RELEASE ON BEHALF OF THE ORGANIZATION. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL. ADDITIONALLY, MY SIGNATURE BELOW CONFIRMS THAT I HAVE I HAVE READ AND UNDERSTOOD THIS POLICY AND AGREE TO COMPLY WITH ALL OF THE RULES, REGULATIONS, AND POLICIES SET FORTH ABOVE AND UNDERSTAND THAT ANY VIOLATION(S) OF THIS POLICY WILL SUBJECT ME TO THE PENALTIES DESCRIBED ABOVE.

Applicant's Printed Name

Applicant's Signature

Dated: _____



CITY OF LAWDALE

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

DATE: October 5, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KM Chun*

PREPARED BY: Mike Estes, Director of Community Services *(ME)*
Marla L. Pendleton, CPA, Director of Finance/City Treasurer *Marla Pendleton CPA*

SUBJECT: **Resolution Declaring an Emergency Condition and Approving Repairs Without Notice for Bids Pursuant to California Contract Code Sections**

BACKGROUND

On the afternoon of September 28, 2020, City staff recognized a relatively steady leak coming through a ceiling gap surrounding a drainage pipe at the Harold E. Hofmann Community Center parking garage. The leak was severe enough to leave a growing puddle below approximately three feet in width by four feet in length.

STAFF REVIEW

Shortly after staff discovered the leak in the parking garage, it was discovered that the flood originated at the third floor janitor's closet and extended into the south and west hallways of the center. The cause of the flood is still undetermined and under investigation; however, it has been confirmed that a clogged floor drain in the janitor's closet was a contributing factor. Once the flood was recognized by staff, the water to the center was turned off accordingly.

However, the following areas and elements at the community center suffered a level of damage that cannot be determined at this time: 1) carpet and drywall at the third floor south and west hallways; 2) ceiling and attached wooden panels above the second floor Family Room and south Meeting Room; and 3) carpet and drywall at the second floor Family Room and south Meeting Room. A Drywall Moisture Meter was used to initially diagnose the saturation levels in the flooded areas where drywall was present and most readings revealed saturation levels as far as one foot up the affected walls.

As of this writing, the affected areas at both the second and third floors of the Community Center are being professionally dried with approximately 22 floor dryers and air movers to prevent the harborage of mold. As well, moist and damp baseboards have been removed as a means to promote drying of the drywall at the affected areas. Once the applicable spaces have gone through the recommended 48 to 72 hours of drying time, a full damage assessment will be performed and repair costs will be obtained.

In a recent meeting involving the City Manager and Department Heads, it was determined that the City would file an insurance claim for covered damages and pay the \$10,000 deductible. The City has

\$69,161 available from the Los Angeles County Recreation, Parks and Open Space District (LACRPOSD) Measure A - Maintenance and Servicing funding; however, the use of the funding has to be preapproved and will be reimbursed after-the-fact based on actual costs up to the amount available. Since the available funding has been included in the 2019-20 budget and current year funding will be added in the fiscal year 2020-21 first quarter budget update, it is recommended that the existing appropriations for Measure A be used to cover the cost from the city cash pool until approval is obtained and reimbursement received. In the unforeseen circumstance that approval to use Measure A funding is denied, staff would like the option and approval to use Urban Development and Action Grant (UDAG) funding for the deductible and any costs not covered by insurance (up to the \$69,161 being sought for approval under Measure A).

In addition, the Director of Community Services will initiate a LACRPOSD Measure A Annual Allocations grant project to renovate the Community Center for items such as: replacing all carpet in the public areas with safe and low-maintenance flooring such as laminate, paint the interior of the Community Center, including the parking garage, as well as a number of other Community Center improvements.

Due to this extremely unfortunate incident, City staff is suggesting that the City Council declare an “emergency” situation to allow staff to procure any necessary equipment, services and supplies to repair the damaged areas at the Community Center. Declaring an emergency situation will allow City staff to initiate repairs to the Community Center without undertaking the typically-required bidding process for public works projects as such delays would likely result in unrepaired items and increasing levels of damage to the Community Center facility. Per Contract Code 20168, an affirmative vote of 4 of the 5 members of the City Council is required to approve this emergency declaration.

Contract Code References:

California Public Contract Code 1102: “Emergency,” as used in this **code**, means “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, **property**, or essential public services.”

California Public Contract Code 20168: “In case of an emergency, the legislative body may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or **property**.”

California Public Contract Code 22050 (a) (1): “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.”

LEGAL REVIEW

The City Attorney has reviewed and approved Resolution No. CC-2010-056 as to form.

FISCAL IMPACT

At this time, the extent of the damages and costs to fully remediate the Community Center damage is unknown. Once Continued Appropriations are carried forward from fiscal year 2019-20 and the first

quarter budget update is approved, \$69,161 of budgeted appropriations will be available in Measure A - Maintenance and Servicing (281-510-580.220). These appropriation can be used to pay for the \$10,000 insurance deductible and any unforeseen costs not covered by insurance, while authorization is sought to use these committed funds for repairs. Should approval not be obtained, staff recommends the use of UDAG funding (Fund 215).

RECOMMENDATIONS

1. Staff recommends that the City Council approve Resolution No. CC-2010-056 declaring an emergency condition and approving the work necessary to make repairs to the Harold E. Hoffman Community Center without notice for bids pursuant to California public contract code sections 1102, 20168 and 22050; and
2. Authorize the Director of Finance to use and transfer the actual cost for the insurance deductible and uncovered costs, not to exceed \$69,161, from the Urban Development Action Grants (UDAG) Fund, Fund 215, to Measure A Fund 281, in the event LACRPOSD denies the request to use Measure A- Maintenance and Servicing funding for the Community Center repairs.
3. Authorize the City Manager to execute contracts and other documents necessary to complete this work.

Attachment:

Resolution No. CC-2010-056

RESOLUTION NO. CC-2010-056

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
DECLARING AN EMERGENCY CONDITION AND
APPROVING THE WORK NECESSARY TO MAKE REPAIRS
TO THE LAWNSDALE COMMUNITY CENTER WITHOUT NOTICE FOR BIDS
PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE
SECTIONS 1102, 20168 AND 22050**

WHEREAS, pursuant to Public Contract Code section 22050, in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, on Monday, September 28, 2020, a flood occurred at the Lawnsdale Community Center, causing damage to the carpeting, fixtures, and walls; and

WHEREAS, this unexpected occurrence poses a clear and imminent danger requiring immediate action to allow the City staff to continue providing services to residents and businesses and to continue the City's operations at the Lawnsdale Community Center, which are essential public services; and

WHEREAS, the flooding and resulting damage at the Lawnsdale Community Center constitutes an "emergency" as that term is defined in Public Contract Code section 1102; and

WHEREAS, pursuant to Public Contract Code sections 20168 and 22050 the authorization of emergency expenditures may be approved by the adoption, by a four-fifths vote, of a resolution declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property such that the City is authorized to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, the City desires to use the process authorized by Public Contract Code section 22050 to immediately repair the damage at the Lawnsdale Community Center; and

WHEREAS, the estimated cost to the City of repairing this damage is not currently known; and

WHEREAS, the status of the emergency repair work will be reviewed at every regularly scheduled meeting hereafter, until the repair work has been completed, to ensure that the need to continue the action continues to exist.

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

SECTION 1. The Recitals above are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The City Council finds, based on substantial evidence, that the facts set forth above constitute facts demonstrating that an emergency condition exists and that said emergency poses

a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services and that such emergency condition does not permit the delays which would result from a competitive solicitation for bids to make the various repairs needed. The City Council further finds that the public interest and necessity demand the immediate expenditure of public funds to repair the Lawndale Community Center to respond to the emergency conditions and to safeguard life, health, and public property.

SECTION 3. The City Manager and City Engineer are hereby granted the authority to undertake or order such actions as they deem to be necessary to cause the needed repairs to the Lawndale Community Center to be made. The City Engineer or City Manager shall offer the needed work to a qualified contractor for its immediate acceptance and the commencement of performance thereunder.

SECTION 4. The City Manager and/or City engineer shall cause a report on the status of the emergency circumstances to be agendized at each City Council meeting until either the repair work has been completed or this Council finds that the emergency conditions have ceased to be present.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 5th day of October, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2010-056 at a regular meeting of said Council held on the 5th day of October, 2020, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk


APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



CITY OF LAWDALE

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

DATE: October 5, 2020
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
SUBJECT: **Revised Information for City CARES Act Funding Allocations**

BACKGROUND

Earlier this year, the federal government approved the CARES Act which provided more than \$2 trillion in economic relief throughout the United States for impacts related to COVID-19. On September 8, 2020, the City Council approved staff's recommendation for allocating the City's share in CARES Act funding, as follows:

Previously Incurred City Expenditures	\$168,000.00
City Building Improvements	\$ 60,000.00
Tele-working Computer Equipment for Employees	\$ 10,000.00
Small Business Grant Program	\$167,000.00
Total	\$405,000.00

A key element of this approval was allocation of \$167,000 for a Small Business Grant Program to assist local businesses.

STAFF REVIEW

Since the September 8th City Council meeting, staff has reviewed the allocation numbers and has determined that revisions are necessary for the City Council's consideration. Included in the \$168,000 for Previously Incurred City Expenditures is \$59,500 for Sheriff's Department (LASD) costs related to Project Roomkey patrols and responses. Upon reviewing LASD's costs, staff has revised the amount to \$192,100. Apparently, the original numbers received by staff from LASD did not include the overhead and liability insurance costs for the deputies' time. As a result, this new calculation would change the Previously Incurred City Expenditures total from \$168,000 to \$300,600, and the revised allocations would be as follows:

Previously Incurred City Expenditures	\$300,600.00
City Building Improvements	\$ 60,000.00
Tele-working Computer Equipment for Employees	\$ 10,000.00
Small Business Grant Program	\$ 34,000.00
Total	\$405,000.00

This change would reduce the amount available for the Small Business Grant Program from \$167,000 to \$34,400 and would reduce the number of \$5,000 grants that could be provided to local businesses from 33 to 6 grants.

Staff reviewed the revised numbers with the City Council Business Revitalization Subcommittee and they have recommended maintaining the funding level for the Small Business Grant Program at the original amount of \$167,000 (i.e., no changes to the allocations approved on September 8th). With this recommendation, the CARES Act funding will only partially reimburse the City for LASD's work in the amount of \$59,500, and not the full amount of \$192,100. There will be no additional cost to the City with the Subcommittee's recommendation as all the time spent by deputies on Project Roomkey is already accounted for in the FY 2020-21 Budget and the City's current LASD contract.

FISCAL IMPACT

CARES Act funding will supplement the City's budget and will make a positive financial impact in the Lawndale community.

RECOMMENDATION

Staff recommends that the City Council approve the Business Revitalization Subcommittee's recommendation to maintain the City's CARES Act funding allocations as approved by the City Council on September 8, 2020.



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

DATE: October 5, 2020
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MRC*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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