



# CITY OF LAWNDALE

14717 Burin Avenue, Lawndale, California 90260  
Phone (310) 973-3200 – [www.lawndalecity.org](http://www.lawndalecity.org)

## AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, August 3, 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](mailto: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 4, 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. **Transfer Agreement between the Los Angeles County Flood Control District and the City of Lawndale, Agreement No. 2020MP44**

Recommendation: that the City Council (a) approve the Transfer Agreement, Agreement No. 2020MP44, and (b) authorize the City Manager to execute said agreement.

3. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2008-042, authorizing the payment of certain claims and demands in the amount of \$210,295.99.

4. **Minutes of the Lawndale City Council Regular Meeting – July 20, 2020**

Recommendation: that the City Council approve.

G. **ADMINISTRATION**

5. **League of California Cities Annual Conference**

Recommendation: that the City Council (a) select a delegate and an alternate to represent the city at the League of California Cities Annual Conference and (b) direct the Director of Finance to transfer funds from the applicable City Council discretionary fund(s) into travel expense accounts to cover the conference costs.

6. **Ordinance to make all violations of the Lawndale Municipal Code subject to Administrative Citation**

Recommendation: that the City Council (a) approve the first reading to introduce Ordinance 1174-20 to add a new chapter, chapter 1.11, to the Lawndale Municipal Code which will make all violations of the Municipal Code subject to administrative citation, (b) with direction given on how interest (not to exceed 100% of the original fine) should be handled:

- (i) do not charge penalties for late payments,
- (ii) charge a flat late fee, or as presented in the ordinance, or
- (iii) charge a late fee that is a percentage of the total fine plus any assessed penalties.

H. **CITY MANAGER'S REPORT**

I. **ITEMS FROM CITY COUNCILMEMBERS**

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

**J. CLOSED SESSION**

**8. Conference with Legal Counsel – Anticipated Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case against Best Western Plus South Bay Hotel, Baymont Inn, and the County of Los Angeles.

**9. Conference with Legal Counsel – Anticipated Litigation**

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

**K. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, August 17, 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 August 3, 2020 was posted not less than 72 hours prior to the meeting.

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Matthew Ceballos, Assistant City Clerk



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14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 3, 2020  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*  
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.



## CITY OF LAWNDALE

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

DATE: August 3, 2020

TO: Honorable Mayor and City Council

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

PREPARED BY: Kahono Oei, P.E, Director of Public Works / City Engineer *OK*

SUBJECT: Approval of the Transfer Agreement between the Los Angeles County Flood Control District and the City of Lawndale, Agreement No. 2020MP44, and authorizing the City Manager to execute said agreement.

### BACKGROUND

In October 2017, Assembly Bill (AB) 1180 (Holden) was signed into law, which amended the Los Angeles County Flood Control District Act, authorizing the District to levy a tax to pay the cost and expense of carrying out projects and programs to increase storm water capture and reduce storm water/runoff pollution, and protecting the water quality in the District subject to voters' approval. Thereafter, the AB 1180 was amended which lead to Measure W that was approved by Los Angeles County voters on November 6, 2018.

Measure W is actually a parcel tax measure that was established within the Los Angeles County area including the City of Lawndale. The approval of Measure W authorized the County of Los Angeles Flood Control District to levy a special tax annually on any parcels within the District boundary which encompasses cities and unincorporated areas of the County beginning with Fiscal Year 2019-20 and continuing until it is ended by the voters.

The tax levied is a rate of \$0.025 per square foot of impermeable area except as exempted by law. Based on the estimate from the County, it is estimated that Los Angeles County will collect approximately \$300 million annually.

On June 9, 2020, the Los Angeles County Board of Supervisors approved the Transfer Agreement template (Attachment A), that is to be implemented between the County and the City which outlines the requirements including: annual plan, general terms & conditions, special conditions, nature base solutions best management practices, and operation and maintenance guidance for maintaining the funding eligibility.

STAFF REVIEW

The City shall annually prepare and submit to the District, an annual plan. The annual plan for the Fiscal Year 2020-21 shall be submitted to the District no later than 45 days after the execution of this agreement. An annual plan for each subsequent fiscal year shall be submitted not later than 90 days prior to the start of the fiscal year for which the plan is prepared.

The District will disburse the City's payment for the Fiscal Year 2020-21 within the 45 days of the signed executed agreement. Based on the County's estimate, the City will receive approximately \$230,000.00 annually.

COMMISSION REVIEW

Not applicable.

LEGAL REVIEW

The City Attorney's office has reviewed the Transfer Agreement between the Los Angeles County Flood Control District and the City and approved it as to form.

FUNDING

As set forth in the agreement, the City anticipates receiving forty percent (40%) of the annual Measure W program tax revenue, or approximately \$230,000.00 annually.

RECOMMENDATION

Staff recommends that the City Council approve the Transfer Agreement (attachment A), and authorize the City manager to execute said agreement.

Attachment:

Transfer Agreement between Los Angeles County Flood Control District and the City of Lawndale

# **Attachment “A”**

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
LAWNDALE  
AGREEMENT NO. 2020MP44  
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Lawndale, hereinafter referred to as "Municipality."

**WHEREAS**, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

**WHEREAS**, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

**WHEREAS**, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

**I. DEFINITIONS**

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

“Code” means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

**II. PARTY CONTACTS**

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Lawndale	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

**III. EXHIBITS INCORPORATED BY REFERENCE**

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

#### **IV. MUNICIPAL PROGRAM IMPLEMENTATION**

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

#### **V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES**

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

## **VI. Term of Agreement**

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

## **VII. Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LAWNDALE

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

## EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

## EXHIBIT B – GENERAL TERMS AND CONDITIONS

### B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

### B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

### B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

<b>Every Third Fiscal Year</b>		
<b><u>Fiscal Year</u></b>	<b><u>Audit Begins</u></b>	<b><u>Audit Report Due to District</u></b>
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

#### B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

#### B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

#### B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

#### B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

#### B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

#### B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

#### B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

#### B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

#### B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

#### B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

### B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

### B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
  - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
  - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
  - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

### B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

## B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
  - a. Amount of funds received;
  - b. Breakdown of how the SCW Program Payment has been expended;
  - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
  - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
  - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
  - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
  - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
  - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
  - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
  - i. Annual volume of stormwater captured and treated
  - ii. Annual volume of stormwater captured and reused
  - iii. Annual volume of stormwater captured and recharged to a managed aquifer
  - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
  - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
  - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

#### B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

#### B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

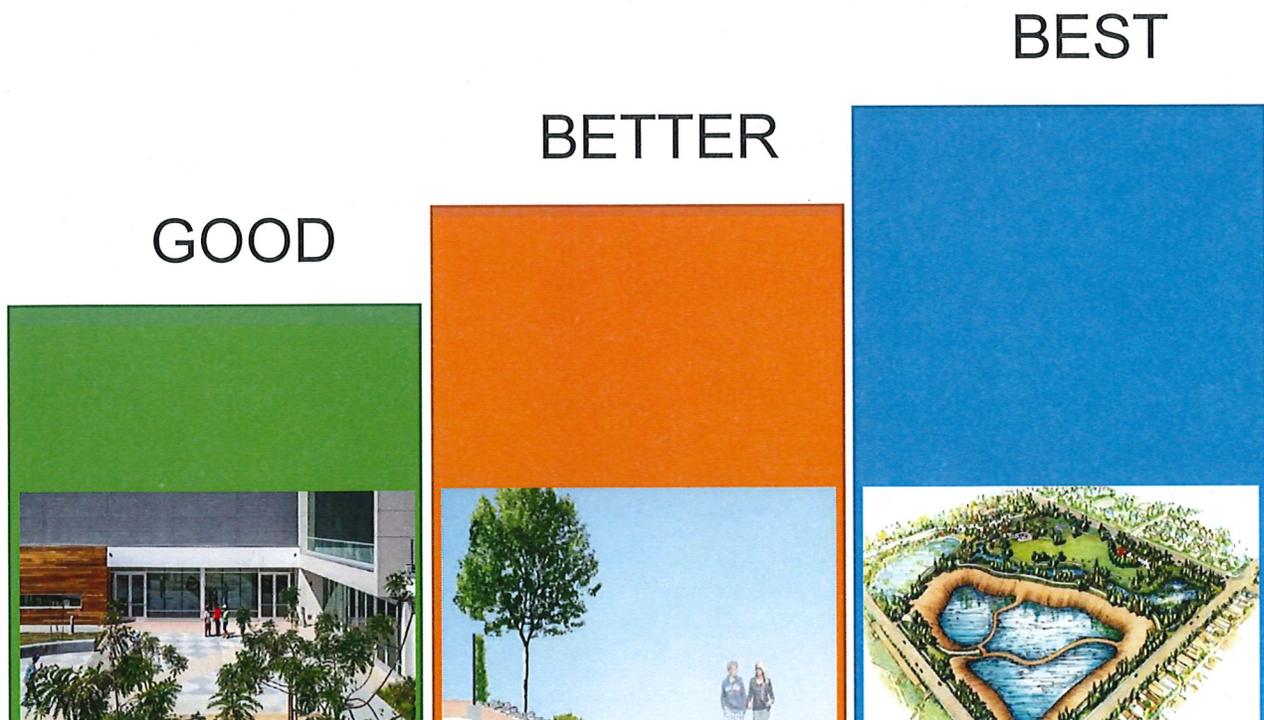
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

## EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 21 and 40 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90<sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion          Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities          Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities          Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

## EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

### 1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

### 2. Vegetation Maintenance

- Weed control
  - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
  - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
  - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
  - Removal of dead trees and elimination of diseased/damaged growth
  - Prevent encroachment of adjacent property and provide vertical clearance
  - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
  - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
  - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.

#### 6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

#### 7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

#### 8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

RESOLUTION NO. CC-2008-042

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$210,295.99

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

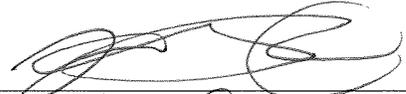
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,  
the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the  
availability of funds for the payment thereof.

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 199922 through 199987  
for the aggregate total of \$210,295.99 are hereby authorized.

Effective Date: August 3, 2020

Certified by:

  
Jonathan Orozco, Accounting manager for Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of August, 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-2008-042 at a regular meeting of said Council held on the 3<sup>rd</sup> day of August, 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	Beginning	Check Number	Ending	Aggregate Total
7/16/2020	199922	199958	199958	97,234.86
7/23/2020	199959	199987	199987	113,061.13
<b>Total Checks</b>				<b>210,295.99</b>

**Claims and Demands Paid By Electronic ACH Transfer:**

Date	Name of Payee	Description	Amount
<b>Total ACH Payments</b>			<b>0.00</b>
<b>Total Audited Claims and Demands Paid</b>			<b>210,295.99</b>

Check Register Report

Date: 07/16/2020  
 Time: 10:08 am  
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
199922	07/16/2020	Printed		3228	ALLIANT INSURANCE SERVICES	INSURANCE PREMIUM	1,316.00
199923	07/16/2020	Printed		2207	ASAP SIGN & BANNER	SPECIAL EVENT BANNERS 2020	1,378.13
199924	07/16/2020	Printed		2891	ASCAP	ANNUAL LICENSING FEES	366.00
199925	07/16/2020	Printed		7382	BLUEPRINT SERVICE	PLANS FOR STREET IMPROVEMENT	18.92
199926	07/16/2020	Printed		7578	AGUSTIN BRAVO	CLASS REFUNDS	80.00
199927	07/16/2020	Printed		4333	CALIF BLDG STANDARDS COMMISSIO	SURCHARGE QTR ENDING 6-30-2020	151.00
199928	07/16/2020	Printed		0155A	CALIF. CONTRACT CITIES ASSOC.	CITY MEMBERSHIP DUES	3,400.00
199929	07/16/2020	Printed		0158	CALIFORNIA J P I A	POLLUTION LIABILITY INSURANCE	2,299.00
199930	07/16/2020	Printed		7223	CHRISTINA CARROLL	PRSSC MEETING STIPEND	50.00
199931	07/16/2020	Printed		7579	ALVIN CHAN	CLASS REFUNDS	168.00
199932	07/16/2020	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINTENANCE	24,279.32
199933	07/16/2020	Printed		7580	CHRISTY CUARA	RESERVATION DEP REFUND	965.00
199934	07/16/2020	Printed		7049	DOMINGUEZ GENERAL ENGINEERING	EMERGENCY SINK HOLE REPAIR-156	11,627.26
199935	07/16/2020	Printed		7581	ERIKA GARCIA	CLASS REFUNDS	105.00
199936	07/16/2020	Printed		6530	GENERAL INDUSTRIAL TOOL & SUPP	ANNUAL TOOL SUPPLIES	276.24
199937	07/16/2020	Printed		7582	LUCILA GUDINO	CLASS REFUNDS	124.00
199938	07/16/2020	Printed		4796	ERICA HARBISON	PRSSC MEETING STIPEND	50.00
199939	07/16/2020	Printed		6805	RAFAEL INFANTE	SECURITY OVERPAYMENT REFUND	218.99
199940	07/16/2020	Printed		2307	KALBAN, INC.	METRO BUS STOP PAD REPAIR	4,617.00
199941	07/16/2020	Printed		0916	LA OPINION	NEWSPAPER ADS	330.00
199942	07/16/2020	Printed		0325	LIEBERT CASSIDY WHITMORE	MEMBERSHIP FEES	3,350.00
199943	07/16/2020	Printed		0308	LOS ANGELES COUNTY	SPECIAL EVENTS-SLA-QUINCEANERA	681.01
199944	07/16/2020	Printed		7583	ALICE NAJAR	CLASS REFUNDS	5.00
199945	07/16/2020	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	495.66
199946	07/16/2020	Printed		7584	PATTY PADILLA	CLASS REFUNDS	10.00
199947	07/16/2020	Printed		5068A	QUADIENT FINANCE USA INC	POSTAGE METER REFILL	500.00
199948	07/16/2020	Printed		7585	ARACELI RAMIREZ	CLASS REFUNDS	40.00
199949	07/16/2020	Printed		6698	SHIRLEY RUDOLPH	PRSSC MEETING STIPEND	50.00
199950	07/16/2020	Printed		2051	MADONNA SITKA	PRSSC MEETING STIPEND	50.00
199951	07/16/2020	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING MAINTENANCE SVCS	18,775.00
199952	07/16/2020	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	14,438.41
199953	07/16/2020	Printed		7445	THE ALPHA & OMEGA GROUP	UNARMED SECURITY SERVICES	2,130.55
199954	07/16/2020	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FUEL CARD PAYMENT	2,767.52
199955	07/16/2020	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,362.85
199956	07/16/2020	Printed		7586	EMELIA VISOSO	CLASS REFUNDS	84.00
199957	07/16/2020	Printed		0757	VTR SERVICES COMPANY	VTR REPAIR	625.00
199958	07/16/2020	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

**Total Checks: 37**      **Checks Total (excluding void checks): 97,234.86**

**Total Payments: 37**      **Bank Total (excluding void checks): 97,234.86**

**Total Payments: 37**      **Grand Total (excluding void checks): 97,234.86**

Check Register Report

Date: 07/23/2020  
 Time: 1:24 pm  
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
199959	07/23/2020	Printed		2615	A-THRONE CO., INC	CONTRACT SERVICES	95.11
199960	07/23/2020	Printed		6211	ACTIVE NETWORK, LLC	CLASS REFUNDS	758.00
199961	07/23/2020	Printed		3228	ALLIANT INSURANCE SERVICES	INSURANCE PREMIUM	49.00
199962	07/23/2020	Printed		7396	AMERICAN LANGUAGE SERVICES	ELECTION EXPENSES	380.00
199963	07/23/2020	Printed		7587	AMIR AZMI	CONST & DEMO DEBRIS DEP REFUND	1,050.00
199964	07/23/2020	Printed		7223	CHRISTINA CARROLL	PRSSC MEETING STIPEND	50.00
199965	07/23/2020	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	STREET SIGNS	30,540.19
199966	07/23/2020	Printed		7589	CHRISTINA DINH	BUILDING PERMIT REFUND	56.70
199967	07/23/2020	Printed		5702	DIV OF THE STATE ARCHITECT	SB1186 2ND QTR 2020 REPORTINGS	227.20
199968	07/23/2020	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	16,835.92
199969	07/23/2020	Printed		4796	ERICA HARBISON	PRSSC MEETING STIPEND	50.00
199970	07/23/2020	Printed		0319	LAWDALE ELEM SCH DIST	BOLLINGER GYM USE FEES	4,016.76
199971	07/23/2020	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING (LABOR COMPLIA	1,255.00
199972	07/23/2020	Printed		6326	PACKAGE PRODUCTS & SERVICES IN	OPRA SUBSCRIPTION	7,128.96
199973	07/23/2020	Printed		7588	ALEJANDRO BUSTILLOS PORTILLO	CONST & DEMO DEBRIS DEP REFUND	1,800.00
199974	07/23/2020	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	8.00
199975	07/23/2020	Printed		3915	QUALITY CODE PUBLISHING LLC	CONTRACT SERVICES	780.00
199976	07/23/2020	Printed		6698	SHIRLEY RUDDOLPH	PRSC MEETING STIPEND	50.00
199977	07/23/2020	Printed		6379	SHI	CISCO SOFTWARE - WEBEX	916.27
199978	07/23/2020	Printed		2051	MADONNA SITKA	PRSSC MEETING STIPEND	50.00
199979	07/23/2020	Printed		2193	SOUTH BAY FORD LINCOLN MERCURY	VEHICLE MAINTENANCE	225.00
199980	07/23/2020	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	274.94
199981	07/23/2020	Printed		0849	THE SAFEMART OF SO CAL INC	KEYS FOR MCKENZIE GARDENS	126.79
199982	07/23/2020	Printed		0458	THE SALVATION ARMY	SENIOR PROGRAM-MEALS ON WHEELS	112.00
199983	07/23/2020	Printed		6865	U.S. BANK PARS ACC #6745051500	FY 20/21 RETIRED ENHANCEMENT	24,980.00
199984	07/23/2020	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	92.25
199985	07/23/2020	Printed		3373	VERIZON WIRELESS	M2M SHARE DATA LINE	503.04
199986	07/23/2020	Printed		7590	W.L. BUTLER CONSTRUCTION	CONST & DEMO DEBRIS DEP REFUND	20,600.00
199987	07/23/2020	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

**Total Checks: 29**      **Checks Total (excluding void checks): 113,061.13**

**Total Payments: 29**      **Bank Total (excluding void checks): 113,061.13**

**Total Payments: 29**      **Grand Total (excluding void checks): 113,061.13**

**MINUTES OF THE  
LAWDALE CITY COUNCIL REGULAR MEETING  
July 20, 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 Lieutenant Chris Lio, 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 Mayor Pro Tem Bernadette Suarez led the flag salute.

**C. PUBLIC SAFETY REPORT**

Lieutenant Chris Lio summarized recent law enforcement activities.

**D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA**

- Randall Abram, Resident, spoke about the fireworks on 4<sup>th</sup> of July in the City and the increase in COVID-19 cases in the City.
- Pam London, Resident, had various follow up inquiries pertaining to “Project Roomkey” hotels. Ms. London also spoke about the number of citations given on 4<sup>th</sup> of July compared to the number of calls to the Sheriff’s Department.

**COMMENTS FROM COUNCIL**

The City Council and staff responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

**E. CONSENT CALENDAR**

**1. Consideration of a Claim Against the City**

Recommendation: that the City Council reject Anne E. McInnis’ claim and instruct staff to process the appropriate correspondence to the claimant.

2. **Quarterly Investment Report for the Quarter Ended June 30, 2020**  
Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended June 30, 2020.
3. **Program Supplement Agreement No. U95 for Project Number LRSPL-5360 (015) for the Preparation of the Local Road Safety Plan Study**  
Recommendation: that the City Council (a) adopt Resolution No. CC-2007-041, approving Program Supplement Agreement No. U95 for Project Number LRSPL-5360(015) for the Preparation of the Local Road Safety Plan Study; and (b) authorize the City Manager and City Engineer to execute Program Supplement Agreements, other documents, certifications, and related approvals for Caltrans administered projects.
4. **Accounts Payable Register**  
Recommendation: that the City Council adopt Resolution No. CC-2007-039, authorizing the payment of certain claims and demands in the amount of \$858,922.39.
5. **Minutes of the Lawndale City Council Regular Meeting – July 6, 2020**  
Recommendation: that the City Council approve.
6. **Minutes of the Lawndale City Council Special Meeting – July 8, 2020**  
Recommendation: that the City Council approve.

Mayor Pro Tem Bernadette Suarez inquired about agenda item number 3 and the roadway safety plan. Interim Public Works Director Kahono Oei 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.**

**F. ADMINISTRATION**

7. **Cancellation of the 8<sup>th</sup> Annual Lawndale Blues Festival**  
Recommendation: that the City Council cancel the 8<sup>th</sup> Annual Lawndale Blues Festival scheduled for September 12, 2020 at Jane Addams Park.

Community Services Director Mike Estes, reported on the proposed cancellation of 8<sup>th</sup> Annual Lawndale Blues Festival scheduled for September 12, 2020 at Jane Addams Park.

Councilmember Osborne inquired if all City events through the end of the year should be cancelled and what amount of savings would that provide.

City Manager Kevin M. Chun responded the City has taken a step-by-step approach to cancelling the annual community events and he will put an analysis together to update Council on the events budget savings.

**The Council reached a unanimous consensus to cancel the 8<sup>th</sup> Annual Lawndale Blues Festival scheduled for September 12, 2020 at Jane Addams Park.**

**8. Updated Citywide Records Retention Schedules**

Recommendation: that the City Council adopt Resolution No. CC-2007-040, approving and adopting an updated Citywide Records Retention Schedules and Updated City Council Policy No.77-04.

Assistant City Clerk Matthew Ceballos reported on the proposed update to the Citywide Records Retention Schedules and Updated City Council Policy No.77-04.

**A motion by Councilmember Kearney to adopt Resolution No. CC-2007-040, approving and adopting an updated Citywide Records Retention Schedules and Updated City Council Policy No.77-04 was seconded by Mayo Pro Tem Suarez and carried by a vote of 5-0.**

**9. Purchase and Sale Agreement for a strip of property at 16525 Prairie Avenue**

Recommendation: that the City Council (a) approve the Purchase and Sale Agreement for a strip of property at 16525 Prairie Avenue; (b) authorize the Mayor to execute said agreement after all code enforcement violations at 16525 Prairie Avenue have been resolved; and (c) authorize staff undertake all actions necessary to complete the transaction.

Interim Public Works Director Kahono Oei reported on the proposed Purchase and Sale Agreement for a strip of property at 16525 Prairie Avenue.

Councilmember Kearney inquired on the outstanding permits for the repairs done inside and out of the property before completing the sale.

Community Development Director Sean Moore responded his department has been working with the property owners for a year to complete the permits and the sale will include a restrictive use covenant.

Mayor Pullen-Miles inquired if there's an opportunity for the City to use the parcel, Community Development Director Sean Moore responded he and staff were not able verify why the City owned that area of land. Councilmember Osborne added that he believed the purpose of owning the land portion was to possibly expand the 405 freeway during the year 1962 or prior.

**A motion by Councilmember Reid to approve the Purchase and Sale Agreement for a strip of property at 16525 Prairie Avenue, authorize the Mayor to execute said agreement after all code enforcement violations at 16525 Prairie Avenue have been resolved, and authorize staff undertake all actions necessary to complete the transaction was seconded by Councilmember Kearney and carried by a vote of 5-0.**

**G. CITY MANAGER'S REPORT**

City Manager Kevin Chun provided clarification of a potential one month extension of "Project Roomkey" between Los Angeles County and Best Western Plus South Bay Hotel.

**H. ITEMS FROM CITY COUNCILMEMBERS**

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

Councilmember Osborne had nothing to report.

Councilmember Reid attended a meeting with the City's Central Management Team.

Councilmember Kearney attended a meeting with the City's Central Management Team and inquired if the hotels participating in "Project Roomkey" have requested the transient occupancy taxes due to be extended. Finance Director Marla Pendleton responded they have contacted her with the request to have the tax payment extended and she informed them it is due on the due date and they would have to come before the Council to request an extension.

Mayor Pro Tem Suarez inquired if outdoor dining fees may be waived, Community Development Director Sean Moore responded there are no fees associated with temporary outdoor dining permits and that his department has been assisting businesses.

Mayor Pullen-Miles inquired if there's a possibility for other businesses to work outdoors and Community Development Director Sean Moore responded accordingly. Mayor Pullen-Miles attended the general Sanitation District of Los Angeles and League of Cities zoom meetings.

**I. ADJOURNMENT**

Councilmember Osborne recommended adjourning the meeting in memory of Keith Krotzer, a Lawndale resident who had recently passed away, he went on to briefly speak about Mr. Krotzer.

There being no further business to conduct, the Mayor adjourned the meeting in memoriam of Keith Krotzer at 7:20 p.m.

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Robert Pullen-Miles, Mayor

ATTEST:

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Rhonda Hofmann Gorman, City Clerk

Approved: 8/3/2020



# CITY OF LAWNDALE

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

DATE: August 3, 2020

TO: Honorable Mayor and City Council

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

PREPARED BY: Matthew Ceballos, Assistant City Clerk *MC*  
Marla L. Pendleton, CPA, Director of Finance/City Treasurer *Marla L. Pendleton, CPA*

SUBJECT: League of California Cities Annual Conference

## BACKGROUND

The League of California Cities annual conference will be held from October 7 to 9, 2020. During the annual business meeting/luncheon on Friday, October 9, the general assembly will consider and act upon resolutions that establish policy for the coming year. Pursuant to the League's bylaws, to vote on the resolutions, each city council must formally designate a delegate and up to two alternates to represent the city at this meeting. This year, the League advises that member cities take action on their voting delegates no later than Monday, August 31. The voting delegate/alternate form must be completed and returned by Wednesday, September 30.

Due to the COVID-19 pandemic the Board Executive Committee has made the decision to transform the annual conference into a virtual event.

## STAFF REVIEW

**Designation of Delegate/Alternates:** League procedures allow each city council to designate its voting delegate and alternate(s) via resolution or minute action. In the past, the Mayor has polled the City Council to determine which members wished to attend the conference. The City Council then designated a delegate and alternate(s) by minute action. Staff recommends the same process.

The City's most recent delegates have been the following:

Year	Delegate	Alternate(s)
2019	Councilmember Kearney	Mayor Pullen-Miles, Mayor Pro Tem Osborne
2018	Councilmember Osborne	Mayor Pullen-Miles
2017	Mayor Pullen-Miles	None
2016	Mayor Pullen-Miles	Councilmember Osborne
2015	Mayor Pullen-Miles	Councilmember Kearney

**Conference Resolutions:** Any elected or appointed city official, individual city, division, department, policy committee, or the board of directors may submit a resolution for consideration at the annual business meeting. Resolutions should focus on direct municipal issues of statewide importance and must be accompanied by written documentation of concordance by at least five cities. This year's resolutions will not be distributed to cities until August 21 and the deadline to submit is August 8. The City Council may wish to take a position on a resolution and give direction to the City's delegate in accordance with that position. Should that occur, City Councilmembers should request that an item be placed on a special meeting agenda. Staff recommends that such requests be forwarded to the City Manager as soon as possible.

**Conference Registration and Expenses:** Each delegate and alternate must register for the conference; single day registration for the Friday voting meeting is acceptable. Currently registration and expenses for the full conference or single day registration are unknown due to the conference being done virtually. The previous annual conference registration cost for the full conference was \$600 (\$550 early bird) and the single day registration cost was \$325.

#### FISCAL IMPACT

Since all travel and training budgets were cut from the FY2020-21 Adopted Budget, it is recommended for the (those) City Councilmember(s) selected to attend the conference to use their discretionary funds for the cost to attend.

#### RECOMMENDATION

Staff recommends that the City Council (a) select a delegate and an alternate to represent the City at the League of California Cities Annual Conference and (b) direct the Director of Finance to transfer funds from the applicable City Council discretionary fund(s) into travel expense accounts to cover the conference costs.

#### ATTACHMENT

2020 League of California Cities Annual Conference Voting Delegate/Alternate Form



**Council Action Advised by August 31, 2020**

June 30, 2020

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the



**CITY:** \_\_\_\_\_

**2020 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_

Email \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_  
(circle one) (signature)

Date \_\_\_\_\_ Phone \_\_\_\_\_

**Please complete and return by Wednesday, September 30, 2020**

League of California Cities  
**ATTN: Darla Yacub**  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: [dyacub@cacities.org](mailto:dyacub@cacities.org)  
(916) 658-8254



## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



# CITY OF LAWNDALE

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

DATE: August 3, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: Consideration of Ordinance to Make all violations of the Municipal Code Subject to Administrative Citation

## BACKGROUND

On March 2<sup>nd</sup>, 2020 the City Council directed staff to move forward with the adoption and implementation of an administrative citation process which would provide Municipal Service Officers, Sheriff deputies, and properly trained members of the Public Works Department the ability to issue administrative citations to residents, property owners, and businesses who violate the City of Lawndale's Municipal Code (Code). As the draft ordinance to enact this process (attached) is written, Community Development Department staff will not be authorized to issue citations for code violations as they are involved in the administrative/executive side of Code violation cases, in that they review and approve plans and provide information upon which Municipal Service Officers rely for enforcement.

Without this ordinance, violations of the City's Code can only be prosecuted as criminal matters, via complaints filed in criminal court, when residents, property owners and business owners fail to cure violations upon receipt of a Notice of Violation. When the City determines that there is a violation of the City's Code, the City sends a Notices of Violation, advising the responsible parties of the violation and what needs to be done to resolve the violation. If, after two weeks, the violation remains and no progress has been made to correct the violation, a second Notice of Violation is sent. If that violation is partially or wholly ignored after two more weeks, the matter is referred to the City Attorney's office.

The City Attorney's office reviews the file and attempts to schedule an office conference with the responsible parties and City staff to talk through the violations and options to bring the property into compliance. If the parties fail to agree to a timeline and/or plan to bring the property into compliance at the office conference or if the responsible parties fail to comply with that timeline and/or plan after the meeting, the City Attorney's office sends the responsible parties a letter explaining that the ongoing violations are criminal violations. If the violations remain uncured, a second letter is sent from the City Attorney's office. If the responsible parties continue to fail to address the violations a criminal complaint is filed in Superior Court.

When a case is resolved after a criminal complaint has been filed, the court often levies fines, penalties, and assessments against the responsible parties. The City's adopted fine schedule ranges from \$100 to \$1,000, depending on the number of violations and whether the crime is an infraction or misdemeanor.

The City typically receives only a small portion of each fine paid in connection with a criminal case. The balance of the fine and all of the penalties and assessments are payable to the court, the State and other public agencies.

In contrast, fines paid in connection with an administrative citation are paid to the City with the full amount retained by the City. Staff will need direction from the City Council regarding the fine amounts the City Council would like to set for administrative citations to allow staff to prepare a fine schedule to bring back for City Council consideration. Proposed fines will be brought to council for consideration at a future meeting.

### STAFF REVIEW

As an alternative to this lengthy and expensive criminal code process, the City Council unanimously directed staff to prepare an ordinance to provide staff with the additional tool of issuing administrative citations. The hope is that a majority of the Code violations cited by the City can be resolved through the administrative process. To implement the City Council's direction, language needs to be put into the Lawndale Municipal Code authorizing the issuance of administrative citations for Code violations. The attached ordinance adds a new Chapter 1.11 to the City Code to authorize and establish the procedures for the issuance of administrative citations.

Once the staff has the ability to issue administrative citations, the general code enforcement process will be as follows: A violation such as an inoperable vehicle or overgrown vegetation will be met with an inspection and Notice of Violation, followed by a second Notice of Violation two weeks later if not corrected. Upon the responsible party's failure to comply with the second Notice of Violation, an administrative citation would be issued, followed by a second and third citation, with each citation being issued two weeks apart. After the third citation has been issued and compliance has still not been achieved, the case would then be turned over to the City Attorney's office to initiate their notice and office conference protocol, as outlined above, including criminal prosecution, if necessary. Meanwhile, when the responsible party fails to pay the applicable administrative citation fine and any interest owed, a lien can be recorded against the property or the responsible party.

When a violation relates to illegal construction, a process similar to that described above will be followed in that, where the violations remain, staff will issue up to two Notices of Violations, followed by the issuance of an administrative citation.

A responsible party who objects to the receipt of an administrative citation has an appeal right. The process and how to avail yourself of the process will be explained on each administrative citation. For an appeal of any code violation other than a violation of building and/or safety codes, the appeal will be considered by a hearing officer at Data Ticket, the contractor currently used by the City to administer parking ticket payments and appeals. The appeal of a violation of a building and/or safety code will be considered by a new 3 member appeals board. Once a decision is rendered by the appeals board, the losing party may appeal the decision by filing a writ in Superior Court.

If the appeal board rescinds an administrative citation but the violations remain, the City has several options beyond filing a writ, as mentioned above. The City Council may consider whether to: (i) seek a court order to allow the City to abate the violation(s), (ii) seek the appointment of a receiver to repair the violations, (iii) issue a criminal citation, (iv) negotiate an agreement with the responsible parties, or (v) take no further action.

Some direction is also needed from the City Council to finalize the ordinance. As currently written, proposed Code Section 1.11.080 authorizes the City to charge penalties for late payments. Whether to charge penalties is a policy question for the City Council. The City Council can elect to not charge penalties for late payments, charge a flat late fee, or as presented in the ordinance, to charge a late fee that is a percentage of the total fine plus any assessed penalties. The presented penalties are appropriate and consistent with the City's current conservative fine schedule that mirrors the assessment and escalation of fines as criminal infractions (\$100, \$200, \$500 for a 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> or more violation, respectively). However, the decision of how to assess late fees, if any, also depends on how aggressive the City will be with enforcement. For example, if the City plans on enforcing late penalties every day at an escalating rate, that accrual can result a large fine. In such a case, a flat fee may be more appropriate. Accordingly, as written in the draft ordinance, the maximum late fee (which is 100% of the original fine) would be reached at 6 months after the original due date.

As mentioned above, if someone who owns real property in the City fails to pay an administrative citation, the City's remedy is to record a lien against that property. If the party cited does not own property in the City, the City can send the unpaid fines to collections.

#### LEGAL REVIEW

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

#### FISCAL IMPACT

There will be minimal costs associated with the implementation of this program, and these costs were approved at the March 2<sup>nd</sup>, 2020 City Council meeting. Moreover, staff hopes to decrease attorneys' fees spent on criminal citations and to receive a small increase in fines and interest received from administrative citations.

#### RECOMMENDATION

Staff recommends that the City Council approve the first reading to introduce Ordinance 1174-20 to add a new chapter 1.11 to the Lawndale Municipal Code which will make all violations of the Municipal Code subject to administrative citation, with direction given on how interest (not to exceed 100% of the original fine) should be given:

- (i) do not charge penalties for late payments,
- (ii) charge a flat late fee, or as presented in the ordinance, or
- (iii) charge a late fee that is a percentage of the total fine plus any assessed penalties.

Attachment: Ordinance 1174-20

**ORDINANCE NO. 1174-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA ADDING CHAPTER 1.11 TO THE LAWDALE MUNICIPAL CODE ESTABLISHING AN ALTERNATE PROCEDURE FOR CODE ENFORCEMENT COMPLIANCE**

**SUMMARY:** This ordinance will provide an alternate procedure for code enforcement compliance through administrative citations for certain types of violations.

WHEREAS, Government Code section 53069.4 authorizes a city to make any violation of any ordinance enacted by the city subject to an administrative fine or penalty, and to set forth, by ordinance, administrative procedures for the imposition, enforcement, collection, and administrative review of those administrative fines or penalties; and

WHEREAS, the City Council now desires to amend the Lawndale Municipal Code to establish procedures for the issuance of administrative citations for certain quality of life violations of the Lawndale Municipal Code.

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 finds that the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. A new chapter 1.11 entitled “Administrative Citations” is hereby added to Title 1 “General Provisions” of the Lawndale Municipal Code to read, in its entirety, as follows:

“Chapter 1.11 ADMINISTRATIVE CITATIONS

- 1.11.010 – Definitions.
- 1.11.020 – Code enforcement authority.
- 1.11.030 – Administrative citations.
- 1.11.040 – Fines and penalties.
- 1.11.050 – Request for administrative citation appeals hearing.
- 1.11.060 – Procedures for administrative appeals hearings.
- 1.11.070 – Written decision on administrative appeals hearings.
- 1.11.080 – Late payment charges and collection of administrative fines and costs; lien procedure.
- 1.11.090 – Right to judicial review.

### 1.11.010 Definitions.

The following definitions shall govern construction of this Chapter, unless the context clearly requires otherwise:

- A. "Administrative citation" means the written notice provided to a responsible party that a violation of the Code has occurred, and is subject to assessment of a civil fine as issued by a Code Enforcement Officer as described herein.
- B. "Code" means the Lawndale Municipal Code, any City ordinance, and any code adopted by reference.
- C. "Code Enforcement Officer" means the enforcement personnel identified in Section 8.28.190, and any other officer designated by the director of municipal services. Unless otherwise authorized by the Code or California law, a Code Enforcement Officer shall have the power to issue an administrative citation as provided in this Chapter, but shall not have the power to arrest.
- D. "Hearing Officer" means the impartial person appointed by the City Manager to preside over administrative citation appeal hearings under this Chapter. A Hearing Officer shall not be an employee of the City and shall have no financial interest in the outcome of any matter over which they may preside.
- E. "Legal interest" means any ownership interest of any person as hereafter defined in real or personal property as evidenced by title or ownership documents or instruments recorded with the Los Angeles County Recorder's Office or on file with, or in possession of, any other governmental entity. "Legal interest" shall also include the property interest of lessees or tenants of real property, as well as all sublessors thereof.
- F. "Responsible party" means the person who a city official reasonably believes is causing, performing, or permitting to exist or otherwise maintaining a public nuisance, or any other suspected or actual violation of the code, and includes the owner of the real property involved, any person with a legal interest in the property, and any tenant, occupant, or user thereof, or any other person in real or apparent charge or control of said real property.

### 1.11.020 Code enforcement authority.

- A. This Chapter provides for an administrative remedy for violations of the Code that: (1) are transitory or immediately remediable including, without limitation, violations involving inoperable vehicles, overgrown vegetation, and junk, trash and debris; (2) pertain to business taxes, licenses and regulations set forth in Title 5 of this Code; or (3) create an immediate danger to public health or safety. This remedy may be exercised in place of, or in addition to, any other: administrative, criminal, civil, or equitable remedy, allowed by law. The City Prosecutor shall have sole discretion to determine whether a violation will be prosecuted criminally.

- B. Code Enforcement Officers are vested with the authority to gain compliance with the provisions of the Code. These powers include, but are not limited to, the power to use all judicial and administrative remedies available, including issuance of administrative citations.
- C. Any notice required under this Chapter shall be served in the manner set forth in Section 2.12.070.
  - 1. If the responsible party is not the owner of the property where the alleged violation of the Code occurred, written notice shall be served in the manner set forth in Section 2.12.070, and personally delivered or sent by United States mail to the property owner at the last known business or residence address as the same appears in the public records of the City or other records pertaining to the matter to which such notice is directed.
  - 2. When personal service or service by United States mail upon any responsible party is unsuccessful, a copy of the notice shall be posted in a conspicuous place on the property where the alleged violation of the Code occurred.
  - 3. Notice will be effective on the date of mailing. The failure of any responsible party to receive any notice served in accordance with this Section shall not affect the validity of any proceedings taken under the Code.
- D. The remedies provided by this Chapter are in addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of the Code. The use of administrative citations shall be at the sole discretion of the City.

1.11.030 Administrative citations.

- A. Whenever a Code Enforcement Officer determines that a violation of the Code has occurred, the Code Enforcement Officer may issue an administrative citation to each and any responsible party.
- B. To the extent the following information is reasonably available to the Code Enforcement Officer, the administrative citation shall include:
  - 1. The date and location of the violation, and the approximate time the violation occurred;
  - 2. The section of the Code violated, and a description of how the section was violated;
  - 3. The amount of the fine assessed for the Code violation and a description of the fine payment process;

4. An order to correct the Code violation described in the administrative citation, if applicable; and
  5. A description of the administrative citation appeals hearing procedure, the appeal period, and the place from which to obtain an appeal form.
- C. Upon service of an administrative citation, the responsible party shall pay the fine no later than twenty (20) days from the date of service of the administrative citation. Payment of the fine shall not excuse or discharge the failure to correct the violation, nor shall it bar further enforcement action by the City.

#### 1.11.040 Fines and penalties.

- A. The amount of the fine associated with the administrative citation shall be assessed according to a schedule of fines adopted by the City Council. The schedule of fines may include escalating fine amounts for repeat violations occurring within specified periods of time, and fines may vary depending on the particular Code section violated. Each responsible party shall be guilty of a separate offense for each and every day during which a violation of any section of the Code or condition of approval is committed, continued or permitted by such responsible party.
- B. For purposes of establishing the maximum fine amount under Government Code section 53069.4, all violations forming the basis of an administrative citation issued under this Chapter would otherwise be a misdemeanor.
- C. The fine shall be paid to the City within twenty (20) days from the date of service of the administrative citation. Any person who fails to pay any fine imposed by the City shall also be liable for the payment of any applicable late payment charges set forth in the schedule of fines.
- D. Fine payment does not extinguish the duty to correct the violation nor does fine payment bar further enforcement action by the City.
- E. If the violation is not abated, additional, subsequent administrative citations may be issued for the same violation. Fines will accrue until the violation is properly abated to the satisfaction of the City. The amount of the fine for failure to correct the violation will increase at the rate established by the City Council.
- F. A responsible party who fails to pay any fine or other charge owed to the City under this Chapter is liable in an action brought by the City for all costs incurred in securing payment of the delinquent amount, including, but not limited to, administrative costs and attorneys' fees incurred by the City. Such collection costs are in addition to any fines and late charges accrued.

#### 1.11.050 Request for administrative citation appeals hearing.

- A. The fine associated with any administrative citation must be paid within twenty (20) days from the date of service of the administrative citation, and is not deferred if an administrative citation appeals hearing is requested pursuant to this Section.
- B. An appeal of an administrative citation must be filed within twenty (20) days from the date of service of the administrative citation in the City Clerk's Office. The appeal must set forth fully the grounds upon which the appeal is based. The administrative citation shall be final unless appealed in accordance with this Section.
- C. The City Manager, or a duly authorized designee, is authorized to develop and implement policies and procedures relating to the qualifications, appointment, and compensation of Hearing Officers and all other matters relating to conducting administrative citation appeals hearings as provided in the Code.
- D. Any person designated to serve as a Hearing Officer is subject to disqualification for bias, prejudice, interest, or for other reason or which a judge may be disqualified in a court of law. Disqualification of a Hearing Officer shall be based upon a showing of actual bias, prejudice, interest, or other reason.

1.11.060 Procedures for administrative citation appeals hearings.

- A. A requested appeal shall be heard before a Hearing Officer within thirty (30) days of the City's receipt of the appeal, unless both the City and party requesting the hearing ("Appellant") agree to a later date.
- B. The Hearing Officer shall conduct the appeal hearing in an informal manner and the formal rules of evidence and discovery shall not apply. The Hearing Officer shall consider only evidence relevant to whether a violation of the Code occurred and whether the Appellant caused or maintained the violation of the Code on the date(s) specified. No authority to issue a subpoena is provided by this section.
- C. Neither the Code Enforcement Officer nor any other City staff shall be required to attend the hearing, but may do so in their sole discretion. The administrative citation and any additional report submitted by the City shall constitute prima facie evidence of the respective facts contained in those documents. If the Appellant presents evidence to the contrary, the burden of proof shall shift to the City to support the issuance and basis of the administrative citation.
- D. A preponderance of the evidence shall be the standard of proof used by the Hearing Officer in deciding the issues at an administrative citation appeals hearing.
- E. A continuance of the hearing may be granted for good cause, or to request additional information from a Code Enforcement Officer or Appellant, prior to issuing a written decision. Failure to appear by the Appellant constitutes a forfeiture of the right to contest the fine, as well as a failure to exhaust administrative remedies.

1.11.070 Written decision on administrative appeals hearings.

- A. Within ten (10) days following the administrative citation appeals hearing, the Hearing Officer shall issue a written decision to uphold or cancel the administrative citation and shall explain the reason for the decision based on all of the testimony and evidence submitted at the hearing. The written decision shall also include information on the right of the Appellant to judicial review.
- B. The Appellant shall be served with a copy of the Hearing Officer's written decision, which shall be served in the same manner as set forth in Section 2.12.070.
- C. If the Hearing Officer determines that the administrative citation should be upheld, the fine associated with the administrative citation shall be retained by the City. If the Hearing Officer determines that the administrative citation should be canceled, the City shall promptly refund the amount of the deposited fine, together with any late fees paid for the period of time the fine was held by the City.
- D. Administrative costs incurred in connection with any violation found to exist, or for any violation which was not timely corrected, shall be assessed against the Appellant. The administrative costs shall include any and all costs incurred by the City in connection with prosecuting the violation, including, but not limited to, investigation costs, staffing costs for preparing and conducting the administrative hearing, costs for all inspections necessary to enforce compliance, and attorneys' fees incurred therewith. The decision shall specify the date by which the costs must be paid to the City.

1.11.080 Late payment charges and collection of administrative fines and costs; lien procedure.

- A. Late payment charges. Any person who fails to pay to the City on or before the due date any fine imposed pursuant to the provisions of this Chapter shall be liable for the payment of late payment charges as follows:
  - 1. For payments received within thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due.
  - 2. For payments received more than thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due, plus an additional ten percent (10%) of the overdue fine for each month the payment is overdue. The maximum late fee shall be one hundred percent (100%) of the overdue fine.
- B. Collection of fines and costs; lien procedure.
  - 1. If the responsible party fails to satisfy in full the assessed fines and costs by the time specified in the appeal hearing decision or the administrative citation, and no timely appeal of the appeal hearing decision has been filed with the Los Angeles Superior Court, the City may recover the outstanding fines and costs by imposing

a lien against the real property on which the violation occurred, as provided by law.

2. Prior to the recording of the lien with the Los Angeles County Recorder's Office, the City Council shall conduct a hearing to hear any protest or objection to the lien. The City shall serve notice of the hearing upon the owner of record of the real property, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The notice of hearing shall include the time, date, and place of the hearing, and shall be served upon the owner of record by regular mail in accordance with Section 2.12.070 at least ten (10) days before the date of the hearing.
3. If the City Council determines that the lien should be imposed, the responsible party shall have forty-five (45) days to satisfy the assessed fines and costs in full. If after that time the assessed fines and costs are not paid in full, a Code Enforcement Officer shall prepare and file with the City Clerk a report stating the amount due and owing, which shall include all costs set forth in Section 1.11.070(D).
4. After the report is filed with the City Clerk, the City may cause the lien to be recorded with the Los Angeles County Recorder's Office. Once recorded, the lien shall have the force and effect and priority of a judgment lien governed by the provisions of Section 697.340 of the Code of Civil Procedure, or its successor, and may be extended as provided in Sections 683.110 to 683.220, inclusive, of the Code of Civil Procedure, or their successors.
5. The remedies set forth in this Section are not exclusive and may be used in addition to those set forth elsewhere in the Code or by law. The City may collect any past due fines and costs by use of any available legal means.

#### 1.11.090 Right to judicial review.

- A. The Appellant may seek review of the decision by filing a notice of appeal with the Los Angeles Superior Court and serving the City Clerk with the notice of the appeal in accordance with Government Code Section 53069.4. If the Appellant fails to timely file a notice of appeal, the Hearing Officer's decision shall be deemed final."

SECTION 3. 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 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 \_\_\_\_ 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. 1174-20 at its regular meeting held on the 3rd day of August, 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 Kearny					
Daniel Reid					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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Tiffany J. Israel, City Attorney



**CITY OF LAWDALE**  
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 3, 2020  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*  
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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



**CITY OF LAWNDALE**  
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 3, 2020

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *MC*

SUBJECT: Conference with Legal Counsel – Anticipated Litigation (The City is considering whether to initiate litigation in one case against Best Western Plus South Bay Hotel, Baymont Inn, and the County of Los Angeles)

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



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