



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, August 16, 2021 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up. You are still eligible to submit comment via the [Temporary eComment Policy for Public Meetings](#), the comments will be read verbatim into the record.

How to observe the Meeting:

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

Copies of this Agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. 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 REPORTS**
 - a. L.A. County Sheriff's Department Updates
 - b. L.A. County Fire Department Updates
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

Items 1 through 5, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **Revised City Council Policy 104-19 (Website and Social Media for Public Use)**
Recommendation: that the City Council adopt Resolution No. CC-2108-036, amending City Council Policy No. 104-19 – Website and Social Media for Public Use, to include a Website Privacy Policy.

2. **Notice of Completion – Traffic Signal Installation and Modification Projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue Project No. 2019-04 & 09**

Recommendation: that the City Council (a) accept the project completed by DBX, Inc. for traffic signal installation and modification projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue; (b) authorize staff to file the notice of completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the traffic signal installation and modification projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue; and (c) authorize staff to release 5% retention in the amount of \$45,824 for the traffic signal installation and modification projects at Manhattan Beach Boulevard /Hawthorne Boulevard and Marine Avenue/Osage Avenue.

3. **Notice of Completion – Fiscal Year (FY) 2019-20 Annual Street Improvements Project (CDBG Project No. 602074-19 and SB1)**

Recommendation: that the City Council (a) accept the project completion by Sequel Contractors Inc., for the FY 2019-20 Annual Street Improvements Project (CDBG Project No. 602074-19 and SB1 FY 2019-20); (b) authorize staff to file the notice of completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2019-20 Annual Street Improvements Project; and (c) authorize staff to release 5% retention in the amount of \$85,659.97 for the FY 2019-20 Annual Street Improvements Project.

4. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2108-034, authorizing the payment of certain claims and demands in the amount of \$244,093.60.

5. **Minutes of the Lawndale City Council Regular Meeting – August 2, 2021**

Recommendation: that the City Council approve.

G. **PUBLIC HEARING**

6. **Adoption of Development Impact Fees**

Recommendation: that the City Council (a) determine the Development Impact Fee study is exempt from the Environmental Quality Act (CEQA), pursuant to Section (b)(3) of the CEQA Guidelines; and (b) approve and adopt Resolution CC-2108-035, the proposed Development Impact Fees as contained in Exhibit "A" of the Resolution.

H. **ADMINISTRATION**

7. **Agreement with All City Management Services Inc. for School Crossing Guard Services**

Recommendation: that the City Council approve a contract service agreement with All City Management Services, Inc. for a term of two years, not to exceed \$285,831.00.

I. **CITY MANAGER'S REPORT**

J. ITEMS FROM CITY COUNCILMEMBERS

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

K. CLOSED SESSION

9. Conference with Labor Negotiator

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

10. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), because there is a significant exposure to litigation in one (1) case.

L. ADJOURNMENT

City Hall will be closed for the Labor Day holiday on the next regular meeting date. Therefore, the next meeting of the City Council will be held at 6:30 p.m. on TUESDAY, September 7, 2021 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 16, 2021 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



CITY OF LAWDALE

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

August 16, 2021

TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *kmc*
PREPARED BY: Matthew Ceballos, Assistant City Clerk *mc*
SUBJECT: **Amended City Council Policy No. 104-19 (Website and Social Media for Public Use), adding a Website Privacy Policy**

BACKGROUND

The City currently maintains a website and administers accounts on four social media platforms: the City Website, a City Facebook page; a “CityTV” YouTube channel; a City Nextdoor account, and a “CityTV” Twitter account. All share the purpose of disseminating information on current events, issues, services, and news concerning the City of Lawndale, its residents, and the surrounding area.

STAFF REVIEW

Identity theft, hacking, and cybercrime are major fears in society today. To provide a private, safe, and user friendly experience on the City Website, the City does not collect personal information, data, or financial items from individuals that use the City Website without their knowledge or without choosing to volunteer that information. Any collection of such information would be disclosed prior to the collection of said information.

Based on guidance from the California Joint Powers Insurance Authority (CJPIA), staff determined there is a need to create a policy pertaining to Website Privacy.

LEGAL REVIEW

The City Attorney has reviewed the attached Resolution and Policy and approved as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2108-036, amending City Council Policy No. 104-19 – Website and Social Media for Public Use, to include a Website Privacy Policy.

Attachments: Resolution No. CC-2108-036 (Redline Council Policy No. 104-19)

RESOLUTION NO. CC-2108-036

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AMENDING CITY COUNCIL POLICY NO. 104-19,
WEBSITE AND SOCIAL MEDIA FOR PUBLIC USE**

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

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

WHEREAS, the City currently maintains a City Website and administers accounts on four social media platforms; and

WHEREAS, to provide a private, safe, and user friendly experience on our City Website, the City does not collect personal information, data, or financial items from individuals that use the City Website without their knowledge or without choosing to volunteer that information; and

WHEREAS, the City Council has determined that there is a need to create a policy pertaining to Website Privacy.

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

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

SECTION 2. That the City Council amends Policy No. 104-19, entitled "Website and Social Media for Public Use", attached hereto and incorporated herein as Exhibit "A".

SECTION 3. The City Clerk's Department is directed to enter said policy into the Council Policy Manual.

SECTION 4. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2108-036 at a regular meeting of said Council held on the 16th day of August, 2021, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

COUNCIL POLICY

SUBJECT: <u>Website and</u> Social Media for Public Use	POLICY NO.: 104-19	DATE ADOPTED: a) 04/15/2019
	AUTHORITY: a) Resolution No. CC-1904-021 b) <u>Resolution No. CC- 2108-036</u>	b) <u>08/16/2021</u>

SOCIAL MEDIA COMMENT AND CONTENT MODERATION POLICY

THE SOCIAL MEDIA SITES ARE *NOT* MONITORED IN REAL TIME. IF YOU HAVE AN EMERGENCY OR KNOW OF A CRIME IN PROGRESS, PLEASE CALL 911 IMMEDIATELY.

PURPOSE:

The purpose of the City of Lawndale’s City Social Media sites (e.g. Facebook, YouTube, LinkedIn, Instagram, etc.) is to provide content to community members about City services, events, programs and activities. Questions, comments, and concerns are welcomed and encouraged. However, please note our social media sites are moderated online discussion sites and is designated as a limited public forum.

This Social Media Policy for Public Use (“Policy”) establishes guidelines for anyone who accesses, views, comments and interacts with the City through City Social Media sites (can include, but not limited to: Facebook, YouTube, etc.). The intended purpose behind establishing City Social Media sites is to disseminate information from the City, about the City, to its residents. The City has an overriding interest and expectation in deciding what is posted or communicated on behalf of the City on City Social Media sites.

To promote respectful discussion within this forum, we request that you be courteous, responsible and productive. By interacting with the City through any and all City Social Media sites, you agree to abide by this Policy. If you do not agree to the terms and conditions of this Policy, do not view or post any content.

POLICY:

1. By viewing, accessing, interacting and/or posting content on City Social Media sites, you agree, without limitations or conditions, to abide by the terms and conditions of this Policy and any other terms of use required by the company that owns and operates the social media site.
2. The City reserves the right to restrict or remove any content that is deemed in violation of this Policy or any applicable law. Any content removed based on these guidelines must be retained by City for a reasonable period of time, including the time, date, and identity of the poster, when available. The City further reserves the right, in its sole and absolute discretion, to discontinue the City of Lawndale’s social media page or any other social media outlet if it determines such action is in the City’s best interest in meeting its goals of communicating with the community, as technology and social media platforms change and evolve.
3. These guidelines must be displayed to users or made available by hyperlink.

4. The City will approach the use of Social Media tools as consistently as possible, enterprise wide.
5. The City's official website (<http://www.lawndalecity.org>) will remain the City's primary and predominant internet presence.
6. All City Social Media sites shall adhere to applicable federal, state, and local laws, regulations and policies.
7. City Social Media sites are subject to the California Public Records Act. Any content maintained in a Social Media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure or subject to discovery under pending litigation.
8. This Social Media Policy may be revised at any time in the City's sole and absolute discretion.
9. Comments on topics or issues not within the jurisdictional purview of the City, or in violation of this policy, may be removed.
10. The City reserves the right to deny access to City social media sites for any individual who violates the City's Social Media Policy, at any time, without prior notice.
11. The City does not endorse commercial entities, products, services, or other non-City or non-governmental organizations or individuals through social media. Any references to such on City Social Media sites are solely for informational purposes or posted by the social media provider, not the City.

COMMENT POLICY:

For purposes of this Policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on any City Social Media sites.

1. A comment posted by a member of the public is the opinion of the commentator or poster only. Unless expressly authorized, the comment does not constitute any official opinion or position of the City of Lawndale government or its officials, officers, agents and employees. In no event shall the City be liable to or for anyone for any comment, material, opinion, position or decision made or action taken in reliance on information on the social media site.
2. Consistent with the purpose of this Limited Public Forum, the City of Lawndale reserves the right to moderate, monitor, remove, prohibit, restrict, block, suspend, terminate, delete, discontinue or reject comments and access to comments if they include, but not limited to the following:
 - Comments that contain offensive, obscene, inflammatory, unlawful, threatening, harassing, illegal, defamatory, hateful, slanderous, abusive or hostile language towards any individual or entity.
 - Comments that contain personal attacks of any kind or calls-to-action for attacks on specific person or group.
 - Comments that contain offensive remarks that perpetuate discrimination on the basis of race, creed, ethnicity, color, age, religion, gender, marital status, political beliefs, national origin,

physical or mental disability, sexual orientation, or status with regard to public assistance, as well as, any other category protected by federal, state, or local laws.

- Comments that contain spam or include links to other sites, to include; malicious software or sites; pornographic, provocative or sexually explicit content or material.
- Comments that are off topic.
- Comments that advocate illegal activity.
- Comments that promote or endorse particular services, products, political organizations, campaigns, candidates, or ballot measures.
- Comments that infringe on intellectual property.
- Comments that contain personally identifiable, confidential or private information. This refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. To protect your privacy, please do not share personal information.

The above list is not necessarily all-inclusive. The City reserves the right to remove or restrict any post or comment that violates the purpose or spirit of the Social Media Policy for Public Use.

3. By posting content, a user agrees to indemnify and hold harmless the City of Lawndale, their officials, officers, agents and employees, against any damages, losses, liabilities, judgments, causes of action, costs or expenses (including reasonable attorneys' fees and costs) arising out of any claim by a third party relating to any material user has posted on the City of Lawndale Facebook page or any other social media site.

4. All comments posted to Facebook or any other social media site are also bound by its specific use policy, and the City reserves the right to report any violation of Facebook's or any other social media sites use policy with the intent of taking appropriate and reasonable responsive action.

5. If you have any questions concerning the operation of this on-line moderated discussion site, please contact the City Clerk at (310) 973-3200.

WEBSITE PRIVACY POLICY

This Privacy Policy explains the online information practices of City of Lawndale only. It does not apply to non-City of Lawndale websites that you are able to reach from this website nor to any social media sites. We encourage you to read the privacy policies of those other sites in order to learn how they collect and use your information.

City of Lawndale takes your privacy seriously. We do not collect personally identifiable information about you when you visit our web site or use our services unless you choose to provide that information to us.

What this Privacy Policy covers

This Privacy Policy covers our website's treatment of personally identifiable information that we obtain when you are on this website and when you use our website's services. This policy does not describe information collection policies on other sites, including social media sites or those linked to or from this website.

What type of information we collect

City of Lawndale may automatically collect aggregate information about the use of its site, including which pages are most frequently visited, how many visitors we receive daily, and how long visitors stay on each page.

How we use the information we collect

The personally identifiable information we collect from and about you may be used to provide e-mail-based newsletters and other information to you as you request and to notify you from time to time about services offered by us or other entities associated with us.

In the event of a known security or virus threat, we may collect information on the internet content you view.

With whom we share information

We may disclose information about you if we have a good-faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property or safety of the City of Lawndale or others.

We may disclose personally identifiable online information that you have provided to us with representatives within the City of Lawndale and related entities, other government agencies, or other named entities. In order to address, meet, and combat security and virus threats, we may also share some information we collect automatically, such as IP addresses, with other government agencies.

The law may require us to share collected information with authorized law enforcement.

Children and the collection of information

We do not intentionally collect information from children under the age of 13. We will comply with the Children's Online Privacy Protection Act (COPPA) at all applicable times.

Changes to this Privacy Policy

City of Lawndale may revise and update this Privacy Policy at any time. Your continued usage of this site means you accept those changes.

Contact Information

Questions or comments regarding this Privacy Policy should be sent by email to:

cityclerk@lawndalecity.org

or by U.S. mail to:

14717 Burin Avenue
Lawndale CA 90260



CITY OF LAWDALE

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

DATE: August 16, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

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

SUBJECT: **Notice of Completion - Traffic Signal Installation and Modification Projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue Project No. 2019 - 04 & 09**

BACKGROUND

On July 6, 2020, the City Council awarded a construction contract to DBX, Inc., for traffic signal installation and modification projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue (Project). The construction began in October 2020. The scope of work consisted of traffic signal modifications, installation of new traffic signals, pavement and median modifications, curb ramp modifications, removal and replacement of sidewalk, curb and gutter, replacement of thermoplastic striping, and installation of signs, pavement markings, and other related appurtenances.

During the course of the construction, the project required coordination work with Southern Californian Edison (SCE) in order to upgrade an old SCE meter and meter pedestals for new traffic signals. In addition, Los Angeles County Public Works provided support services to the City with new traffic signal timing sheets, coordinated shutdown of traffic signals, and conducted field inspection for new equipment to conform with Los Angeles County standards.

STAFF REVIEW

The traffic signal installation and modification has been completed in conformance with the project plans and specification. The construction management and inspection were performed by the City staff.

City Council Meeting – August 16, 2021

Notice of Completion - Traffic Signal Installation and Modification Projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue

FISCAL IMPACT

The original contract amount with DBX, Inc. was \$907,021 while the final contract amount is \$916,484, with a change order amount of \$9,463. The increase to the contract amount was mainly due to unforeseen concrete sidewalk repairs, asphalt concrete repairs, and electrical wire replacement. In addition, the construction contingency amount of \$11,034 was used to cover the services provided by the Los Angeles County Public Works. The total cost of this project was \$927,518 which was within the budget amount of \$984,746 from Measure R and STP - L Exchange funds. The project was included in the City's FY 2019 - 20 Capital Improvement Program.

RECOMMENDATION

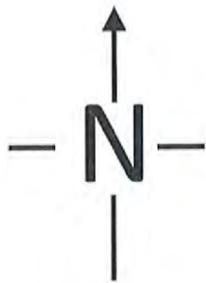
Staff recommends that the City Council:

1. Accept the project completed by DBX, Inc., for traffic signal installation and modification projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue,
2. Authorize staff to file the notice of completion with the Los Angeles County Registrar - Recorder County Clerk's Office for the traffic signal installation and modification projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue; and
3. Authorize staff to release 5% retention in the amount of \$45,824 for the traffic signal installation and modification projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue.

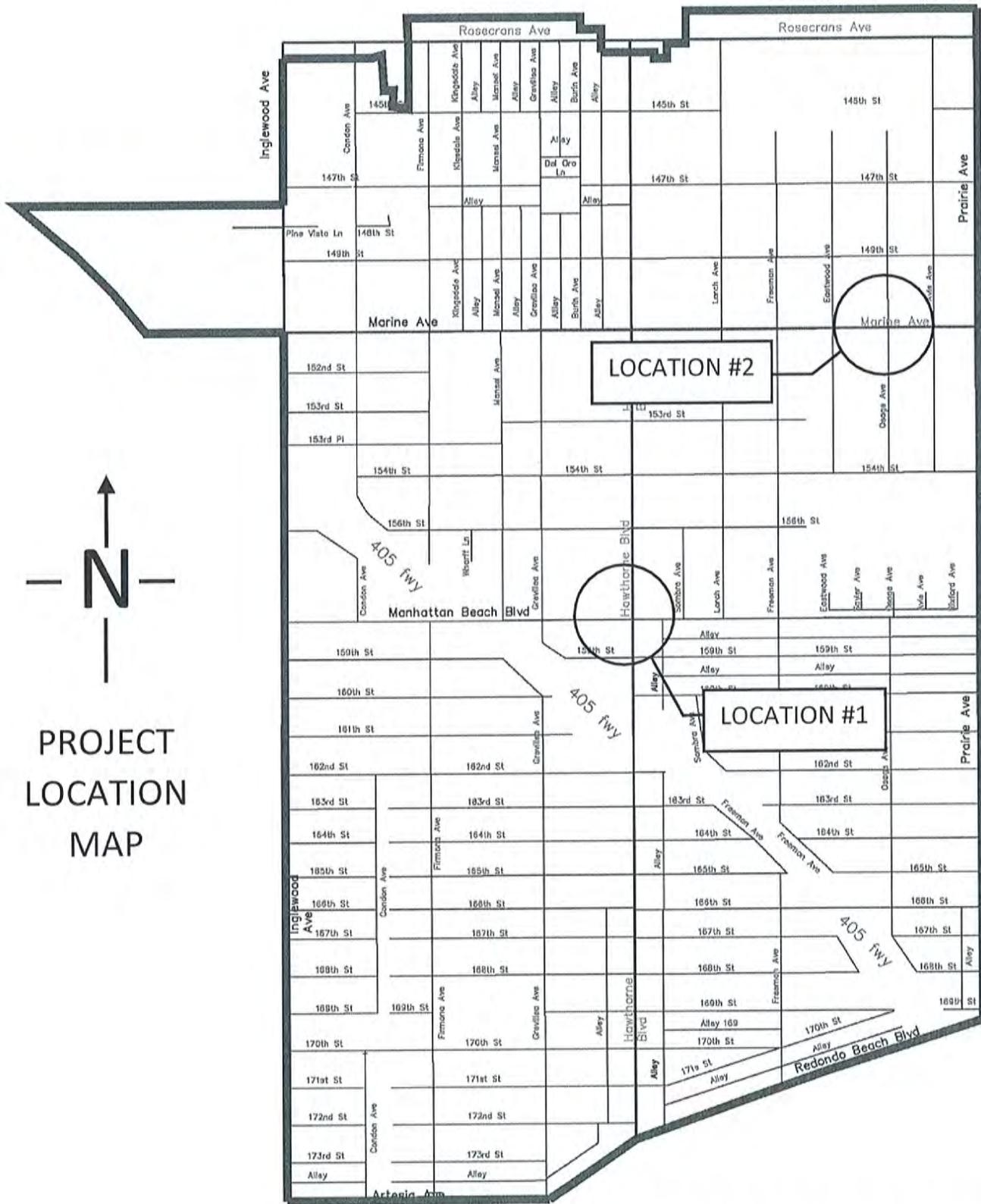
Attachments:

1. Project Location Map
2. Project Photos (Before & After)

ATTACHMENT 1
Project Location Map



PROJECT LOCATION MAP



LOCATION #1: TRAFFIC SIGNAL MODIFICATION AT MANHATTAN BEACH BLVD & HAWTHORNE BLVD

LOCATION #2: NEW TRAFFIC SIGNAL INSTALLATION AT MARINE AVE & OSAGE AVE

ATTACHMENT 2
Project Photos (Before & After)

TRAFFIC SIGNAL MODIFICATION PROJECT
AT MANHATTAN BEACH BLVD & HAWTHORNE BLVD



BEFORE CONSTRUCTION
(LOOKING AT NW CORNER)



AFTER CONSTRUCTION
(LOOKING AT NW CORNER)



BEFORE CONSTRUCTION
(LOOKING AT SE CORNER)



AFTER CONSTRUCTION
(LOOKING AT SE CORNER)

NEW TRAFFIC SIGNAL INSTALLATION PROJECT

AT MARINE AVE & OSAGE AVE



**BEFORE CONSTRUCTION
(LOOKING AT NE CORNER)**



**AFTER CONSTRUCTION
(LOOKING AT NE CORNER)**



**BEFORE CONSTRUCTION
(LOOKING AT SE CORNER)**



**AFTER CONSTRUCTION
(LOOKING AT SE CORNER)**



CITY OF LAWDALE

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DATE: August 16, 2021

TO: Honorable Mayor and City Council

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

PREPARED BY: Julian Lee, Director of Public Works/City Engineer *JL*
Kevin Moghadasi, Assistant Engineer *KM*

SUBJECT: **Notice of Completion - FY 2019 - 20 Annual Street Improvements Project (CDBG Project NO.602074 - 19 and SB1)**

BACKGROUND

On October 19, 2020, the City Council awarded a construction contract to Sequel Contractors Inc., for Fiscal Year (FY) 2019 - 20 Street Improvement Project (Community Development Block Grant (CDBG) Project No. 602074 - 19, and Senate Bill (SB) 1 Road Maintenance and Rehabilitation Account (RMRA)). The scope of work included cold milling and placement of conventional asphalt pavement overlay, reconstruction of various sidewalks, driveways, and curb ramps to meet the requirement of the Americans with Disabilities Act (ADA), replacement of street striping, and other appurtenant work.

The limits of the project were as follows:

Street Name	Construction Limits	Quantity
147 th Street	From Hawthorne Boulevard to Prairie Avenue.	146,205 SF
153 rd Street	From Freeman Avenue to East End.	4,400 SF
159 th Street	From Firmona Avenue to Grevillea Avenue	14,715 SF
Freeman Avenue	From Marine Avenue to 154 th Street	34,580 SF
Grevillea Avenue	From 159 th Street to 170 th Street	105,710 SF

On March 15, 2021, subsequently the City Council approved Change Order No. 1 for improving additional street segments by using Measure M funds which were scheduled to be expired on June 30, 2021. The following additional four (4) street segments were added to the original project list:

Street Name	Construction Limits	Quantity
Grevillea Avenue	From 170th Street to Artesia Boulevard	26,000 SF
161st Street	From Grevillea Avenue to East End	7,500 SF
156th Street	From Hawthorne Boulevard to East End	27,000 SF
147th Street	From Inglewood Avenue to Condon Avenue	32,500 SF

STAFF REVIEW

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

FISCAL IMPACT

The original contract amount with Sequel Contractors Inc., was \$1,267,820 while the final completed contract amount was \$1,713,200, which included additional improved street segments for amount of \$337,105 and approved contingency of \$108,275 for the entire project. The project was included in the City's FY 2019 - 20 Capital Improvement Program and was funded by Measure M, Measure R, SB1 RMRA, CDBG, Transportation and Development Act Article 3 (TDA), and General Fund for the total budget amount of \$1,811,993.

RECOMMENDATION

Staff recommends that the City Council:

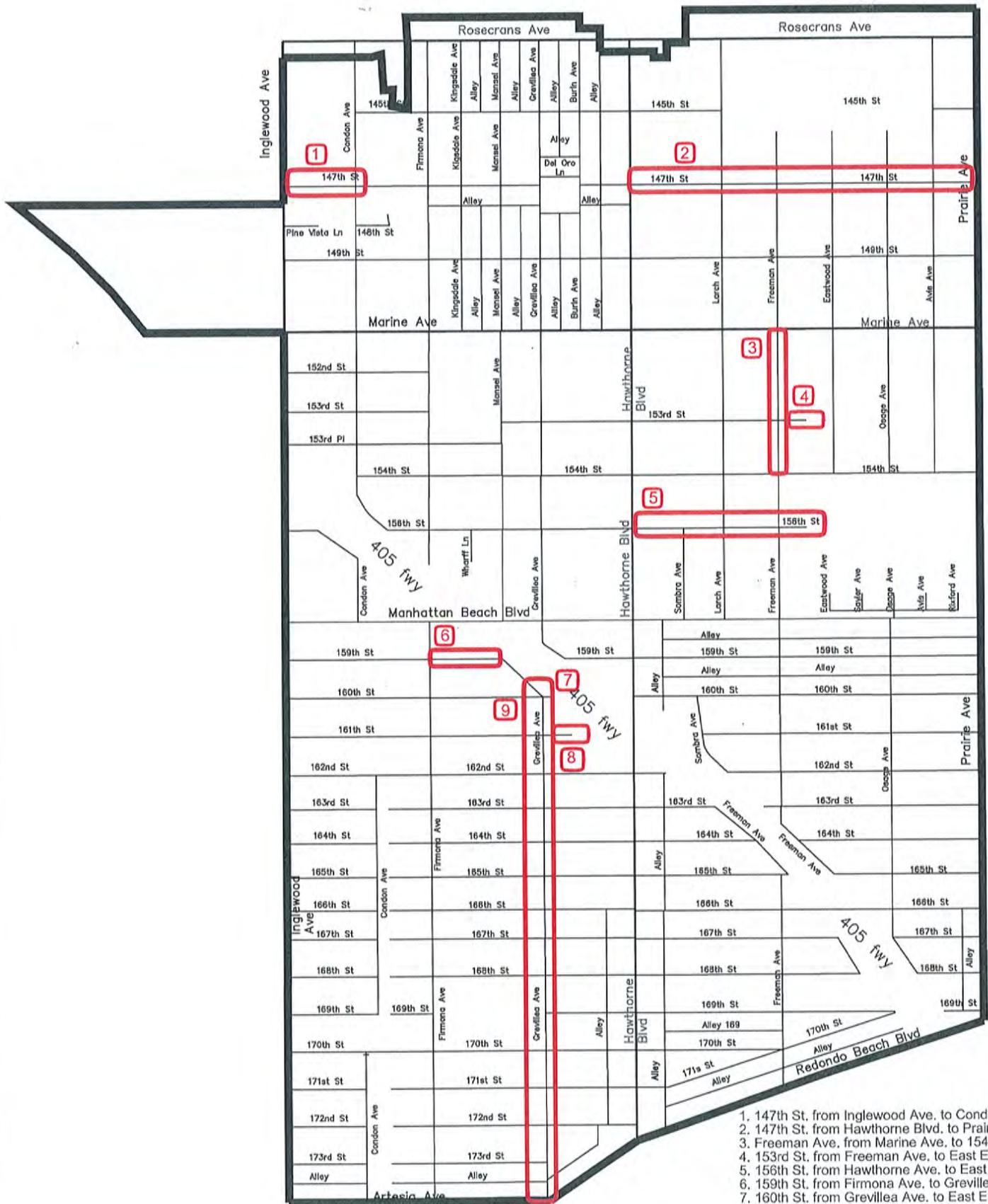
1. Accept the project completion by Sequel Contractors Inc., for the FY 2019 - 20 Annual Street Improvements Project (CDBG Project NO.602074 - 19 and SB1 FY 2019 - 20);
2. Authorize staff to file the notice of completion with the Los Angeles County Registrar - Recorder County Clerk's Office for the FY 2019 - 20 Annual Street Improvements Project; and
3. Authorize staff to release 5% retention in the amount of \$85,659.97 for the FY 2019 - 20 Annual Street Improvements Project.

ATTACHMENT

1. Project Location Map
2. Project Photos (Before & After)

ATTACHMENT 1
Project Location Map

COMPLETED PROJECT LOCATION MAP FOR SB 1- FY 2019-2020 STREET IMPROVEMENT PROJECT



1. 147th St. from Inglewood Ave. to Condon Ave.
2. 147th St. from Hawthorne Blvd. to Prairie Ave.
3. Freeman Ave. from Marine Ave. to 154th St.
4. 153rd St. from Freeman Ave. to East End.
5. 156th St. from Hawthorne Ave. to East End.
6. 159th St. from Firmona Ave. to Grevillea Ave.
7. 160th St. from Grevillea Ave. to East End.
8. 161st St. from Grevillea Ave. to East End.
9. Grevillea Ave. from 159th St. to Artesia Blvd.

ATTACHMENT 2
Project Photos (Before & After)

Grevillea Avenue and 161st Street



Grevillea Avenue and 165th Street



Grevillea Avenue and 168th Street



RESOLUTION NO. CC-2108-034

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$244,093.60**

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 City Manager, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 201550 through 201606 for the aggregate total of \$244,093.60 are hereby authorized.

Effective Date: August 16th, 2021

Certified by:



Kevin Chun, City Manager

PASSED, APPROVED AND ADOPTED this 16th day of August, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2108-034 at a regular meeting of said Council held on the 16th day of August, 2021, by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Check Number		Aggregate Total
	Beginning	Ending	
7/29/2021	201550	201579	114,612.11
8/5/2021	201580	201606	129,481.49
Total Checks			244,093.60

*Check # 201559 is a reissuance of previously approved check # 201415.

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00

Total Audited Claims and Demands Paid

244,093.60

Check Register Report

Date: 07/28/2021
 Time: 2:24 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
WELLS FARGO BANK N.A Checks							
201550	07/29/2021	Printed		0924	ALLIANT INSURANCE SVCS, INC	MARTIAL ARTS CLASS	119.00
201551	07/29/2021	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	WATER FILTER & WATER BLOCK-PWD	130.49
201552	07/29/2021	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	745.62
201553	07/29/2021	Printed		7803	LOLITA BIERKE	PLANNING DEPOSIT REFUND	205.33
201554	07/29/2021	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JUNE 2021	45,568.07
201555	07/29/2021	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL SUPPLIES - BREAKER	633.94
201556	07/29/2021	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS	2,972.50
201557	07/29/2021	Printed		0615	CLEANSTREET	STREET SWEEPING CITYWIDE	18,243.50
201558	07/29/2021	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	JULY 2021-INS PRE-TAX/POST TAX	2,516.04
201559	07/29/2021	Printed		4734	COUNTY OF LOS ANGELES	REFUNDABLE CLEANING DEPOSIT	250.00
201560	07/29/2021	Printed		7577	DE NOVO PLANNING GROUP	GENERAL & SPECIFIC PLAN UPDATE	20,010.00
201561	07/29/2021	Printed		0217	DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES	112.55
201562	07/29/2021	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	85.21
201563	07/29/2021	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	36.80
201564	07/29/2021	Printed		0864	GRAINGER, INC.	SMALL TOOLS	383.28
201565	07/29/2021	Printed		3877	H F & H CONSULTANTS, LLC	SOLID WASTE CONSULTING SERVICE	10,287.50
201566	07/29/2021	Printed		7804	HEALTH NET INC	COBRA PAYMENT - HEALTH INS	4,231.86
201568	07/29/2021	Printed		7662	ITERIS INC	PROFESSIONAL ENGINEERING SVCS-	720.00
201569	07/29/2021	Printed		7287	KEVIN MOGHADASI	MILEAGE REIMB 201/21-6/22/21	94.08
201570	07/29/2021	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	620.69
201571	07/29/2021	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPLACEMENT	240.00
201572	07/29/2021	Printed		0384	PEP BOYS	VEHICLE MAINTENANCE	23.10
201573	07/29/2021	Printed		5216	POWERSTRIDE BATTERY	BATTERY REPLACEMENT #510	120.07
201574	07/29/2021	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	19.34
201575	07/29/2021	Printed		4142	TIME WARNER CABLE	SPECTRUM ENTERPRISE TV	330.51
201576	07/29/2021	Printed		0462	TODD PIPE & SUPPLY-HAMTHORNE	SLOAN FOR COMMUNITY CENTER	238.51
201577	07/29/2021	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	2,903.55
201578	07/29/2021	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,635.38
201579	07/29/2021	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	95.19
				7147	WEST COAST FIRE SERVICES INC	FIRE EXTINGUISHER INSPECTION	1,040.00

Total Checks: 30 Checks Total (excluding void checks): 114,612.11

Total Payments: 30 Bank Total (excluding void checks): 114,612.11

Total Payments: 30 Grand Total (excluding void checks): 114,612.11

Check Register Report

Date: 08/05/2021
 Time: 7:33 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
WELLS FARGO BANK N.A Checks							
201580	08/05/2021	Printed		6389	AM-TEC SECURITY	ALARM SERVICES Q2 2021	925.52
201581	08/05/2021	Printed		0115	AT & T	LONG DISTANCE SERVICES	15.55
201582	08/05/2021	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	11,900.00
201583	08/05/2021	Printed		7382	BLUEPRINT SERVICE	SPECS FOR ANNUAL STREET	490.83
201584	08/05/2021	Printed		0158	CALIFORNIA JPIA	2021/22 POLLUTION LIABILITY	2,292.00
201585	08/05/2021	Printed		7223	CHRISTINA CARROLL	PRSSC MEETING STIPEND	50.00
201586	08/05/2021	Printed		7806	SYLVIA CHAVEZ	PRSSC MEETING STIPEND	100.00
201587	08/05/2021	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES	77,373.78
201588	08/05/2021	Printed		7807	KATHY DOYLE	PLANNING DEPOSIT REFUND	760.98
201589	08/05/2021	Printed		2888	EDWARD MACEO EDWARDS	DJ SERVICE- NATNL NIGHT OUT	350.00
201590	08/05/2021	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	121.30
201591	08/05/2021	Printed		5746	INTL ELECTRONIC ENTERPRISES IN	ANNUAL VIDEO SERVER/ARCHIVE -	2,800.00
201592	08/05/2021	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
201593	08/05/2021	Printed		7308	JESSICA MARTINEZ	PRSSC MEETING STIPEND	50.00
201594	08/05/2021	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	70.90
201595	08/05/2021	Printed		5895	RICOH USA INC	LEASE AND USAGE CHARGES FOR CO	2,142.66
201596	08/05/2021	Printed		6379	SHI INTERNATIONAL CORP	SUPPORT FOR RV160W WIRELESS	395.51
201597	08/05/2021	Printed		4287	SHRED-IT, CO STERICYCLE, INC	DOCUMENT SHREDDING	255.07
201598	08/05/2021	Printed		6759	SMARTHIRE	BACKGROUND CHECK - JUNE 2021	125.50
201599	08/05/2021	Printed		7789	FARIS SOUMI	PLANNING DEPOSIT REFUND	664.11
201600	08/05/2021	Printed		5319	THREE BROTHERS PARTY	TABLES&CHAIRS NAT'L NIGHT OUT	279.50
201601	08/05/2021	Printed		4142	TIME WARNER CABLE	INTERNET SERVICES	1,607.90
201602	08/05/2021	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	62.00
201603	08/05/2021	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	787.00
201604	08/05/2021	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	46.86
201605	08/05/2021	Printed		7682	VORTEX INDUSTRIES INC	AUTOMATIC SLIDING DOOR FOR	25,714.52
201606	08/05/2021	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

Total Checks: 27 Checks Total (excluding void checks): 129,481.49

Total Payments: 27 Bank Total (excluding void checks): 129,481.49

Total Payments: 27 Grand Total (excluding void checks): 129,481.49

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
August 2, 2021**

A. CALL TO ORDER AND ROLL CALL

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

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

Other Participants: City Manager Kevin M. Chun, City Attorney Gregory M. Murphy, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos, Public Works Director Julian Lee

B. CEREMONIALS

Councilmember Sirley Cuevas led the flag salute and Doris Hofmann, Resident, provided the inspiration.

C. PUBLIC SAFETY REPORT

Captain Duane Allen summarized the recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Randall Abram, Resident, spoke about the illegal fireworks suppression plan and his support of further illegal fireworks measures brought up in the comments from City Council.

Deena Sopka, Resident, spoke about the public safety report, recent incidents in the City, the trouble illegal fireworks bring and vehicles racing through City streets.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the comments.

Mayor Pro Tem Kearney requested staff post the Sheriff's Safety Report on social media.

F. CONSENT CALENDAR

1. Approval of Final Tract Map No. 82706

Recommendation: that the City Council approve the Final Tract Map No. 82706

2. **Memorandum of Understanding (MOU) to Accept Local Return Funds and CARES ACT Funding for the Lawndale Beat Fixed-Route Transportation System**

Recommendation: that the City Council (a) approve the attached Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority to accept \$49,955.00 of Proposition A local return funds and CARES Act funding and (b) authorize the Mayor or City Manager to execute the MOU on behalf of the City.

3. **Consideration of Claim Against the City**

Recommendation: that the City Council reject the claims filed by Alfredo Ortega and Gloria Garay, and instruct staff to process the appropriate correspondence to the claimants.

4. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2108-031, authorizing the payment of certain claims and demands in the amount of \$791,717.04.

5. **Minutes of the Lawndale City Council Regular Meeting – July 19, 2021**

Recommendation: that the City Council approve.

Mayor Pro Tem Kearney inquired on item number 2. A dialogue ensued between Council and staff regarding the \$49,955.00 of Proposition A local return funds and CARES Act funding towards Lawndale Beat transit service.

Mayor Pro Tem Kearney inquired on various cost in the accounts payable register and its purpose.

A brief dialogue ensued between Mayor Pro Tem Kearney and staff regarding the Lawndale Beat.

A brief dialogue ensued between Mayor Pro Tem Kearney and staff regarding boot purchases and Aleshire & Wynder expenditures.

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

G. **PUBLIC HEARING**

6. **Adoption of New Facility Use Fee for Recreation Class Instructors**

Recommendation: that the City Council adopt Resolution No. CC-2108-033 approving the fee of \$25.00 per hour for recreation class instructors use of any City facility for City-advertised and promoted classes to be held on City property.

Community Services Director Mike Estes provided a report on the Adoption of New Facility Use Fee for Recreation Class Instructors.

Mayor Pullen-Miles opened and closed the public hearing immediately at 6:40 p.m., there being no one to testify.

Mayor Pullen-Miles provided comments on the legislative change that lead to adjusting the instructor contracting process.

A motion by Mayor Pro Tem Kearney to adopt Resolution No. CC-2108-033 approving the fee of \$25.00 per hour for recreation class instructors use of any City facility for City-advertised and promoted classes to be held on City property, was seconded by Councilmember Suarez and carried by a vote of 5-0.

H. ADMINISTRATION

7. Agreement with All City Management Services Inc. for School Crossing Guard Services

Recommendation: that the City Council approve a contract service agreement with All City Management Services, Inc. for a term of two years, not to exceed \$244,998.00.

Community Services Director Mike Estes provided a report on the Agreement with All City Management Services Inc. for School Crossing Guard Services.

A lengthy dialogue ensued between Councilmember Cuevas and Director Estes regarding the amount of crossing guards the City is hiring, the School District input and pedestrian counts on the amount of crossing guards, a map of crosswalks the City services, and a negotiable reduction of amount of guards.

Councilmember Suarez inquired if the subcommittee with the School District would continue to meet.

Mayor Pro Tem Kearney inquired if staff can send this service for Request for Proposals because the recommended contract has had billing issues in the past. Mayor Pro Tem Kearney added he concurs with Councilmember Cuevas for a language change for the contract to service “up to 10 crosswalk locations”.

The dialogue continued between City Council and staff regarding amending the contract to a reduced amount of crosswalk locations based on pedestrian usage. City Council consented, without objection, to specifically include a language change on service of “up to 10 crosswalk locations”.

Without objection, City Council tabled Item No. 7 to be heard at the next regular meeting.

8. Award of Contract for Construction and Construction Inspection Services for the FY 2020-21 Annual Street Improvements Project

Recommendation: that the City Council (a) award the construction contract to Sequel Contractors Inc., in the amount of \$973,400.00 for the FY 2020-21 Annual Street Improvements Project; (b) award the construction inspection services to SA & Associates in the amount of \$78,000.00 for the FY 2020-21 Annual Street Improvements Project; and (c) approve the construction contingency of \$146,010.00 for FY 2020-21 Annual Street Improvements Project.

Public Works Director Julian Lee reported on the Award of Contract for Construction and Construction Inspection Services for the FY 2020-21 Annual Street Improvements Project.

A lengthy dialogue ensued between Council and staff on the determination and factors for the selection of SA & Associates against the other companies, the budget amount for the project, and negotiating the price.

A motion by Councilmember Suarez to award the construction contract to Sequel Contractors Inc., in the amount of \$973,400.00 for the FY 2020-21 Annual Street Improvements Project; award the construction inspection services to SA & Associates in the amount of \$78,000.00 for the FY 2020-21 Annual Street Improvements Project, negotiating a lower amount and reducing the cost of the overall contract; and approve the construction contingency of \$146,010.00 for FY 2020-21 Annual Street Improvements Project, was seconded by Mayor Pro Tem Kearney.

I. CITY MANAGER'S REPORT

City Manager Kevin Chun invited the community to the first event since the pandemic, the August 3rd, National Night Out. City Manager Kevin Chun also spoke about the workshop for General Plan & Hawthorne Blvd. Specific Plan on August 4th.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Suarez attended a meeting with the South Bay Cities Council of Government Steering Committee where SB 9 and SB 10 were discussed. Councilmember Suarez recommended everyone to read on the bill and added it may impact the City.

Councilmember Cuevas inquired if a Sunday morning exercise group at Jane Addams Park was a program with the City. Director of Community Services Estes responded it's not put on by the City, staff is available to patrol onsite and that he would look further into it.

Councilmember Hofmann Gorman commended Caltrans for cleaning the freeways and their underpasses.

Mayor Pro Tem Kearney had nothing to report.

Mayor Pullen-Miles also commended Caltrans for the clean-up and a resident he witnessed cleaning. Mayor Pullen-Miles attended a meeting with the L.A. County Sanitation Districts.

City Manager Chun announced there will be a virtual town hall meeting Saturday, August 7th at 10:00 am for a discussion on SB 9 and SB 10.

Councilmember Suarez congratulated the U.S. Men's National Soccer Team and former Leuzinger High School Olympian, Gyasi Zardes, for the 2021 CONCACAF Gold Cup win.

K. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 7:41 p.m.

ATTEST:

Robert Pullen-Miles, Mayor

Erica Harbison, City Clerk

Approved: 08/16/2021

DRAFT



CITY OF LAWDALE

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

DATE: August 16, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

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

SUBJECT: **Case No. 19-35: Consideration of Adoption of Development Impact Fees and Approval of Categorical Exemption Pursuant to CEQA.**

BACKGROUND

As the City continues to experience redevelopment and new development, and the impacts on the City's infrastructure caused by each, it is imperative that the City plan for this inevitable growth and ensure that development pays its fair share of the costs of growth related infrastructure improvements. The City's infrastructure is in major need of upgrades and improvements, and continued development and redevelopment will only increase the already-substantial burden it is facing. Development Impact Fees (DIFs) are one-time charges to developers that are used to offset capital costs resulting from new development that necessitates the expansion of existing facilities or the development of new facilities to serve growth in a jurisdiction. The collection of these types of fees allows the City to provide the same level of services for new growth without impacting service levels or shifting the burdens of new growth on existing development.

The process for establishing an impact fee requires the preparation of a nexus study that fulfills the requirements of the Mitigation Fee Act (Government Code Sections 66000-66008), the law governing the imposition and administration of impact fees. Specifically, GC Section 66001 of the Mitigation Fee Act provides that in any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency must meet specific required findings.

In 2019, the City Council approved a contract with Willdan Financial to develop a comprehensive DIF study under the direction of the Community Development Department, working with key departments such as Public Works and Community Services. The DIF study was completed in June 2020, but due to the pandemic and the deleterious economic impacts related to COVID, staff held off on bringing forward the DIF study for consideration.

STAFF REVIEW

Pursuant to the Mitigation Fee Act, a public agency that establishes a DIF must demonstrate that there is a nexus or relationship between the amount of the proposed fee and the type of proposed development that the fee is imposed upon. Additionally, DIF revenue must be spent on new facilities, expansion of current facilities, or a fair share portion can be applied for expansions/new facilities if some of the facility will serve an existing development.

Also, DIF revenue can be spent on capital facilities to serve new development, including but not limited to land acquisition, construction of buildings, infrastructure, the acquisition of vehicles or equipment, information technology, software licenses and equipment.

Survey South Bay Cities

As part of this process for updating the comprehensive DIF schedule, staff surveyed the surrounding cities of Carson, El Segundo, and Torrance to determine if they had adopted a DIF. Staff found that robust DIF programs have been adopted and fees are being collected by respective cities mentioned above.

This report summarizes an analysis of DIF revenue needed to support future development in Lawndale through 2040. It is City staff's recommendation, and the DIF report's conclusion, that the costs representing future development's share of public facilities and capital improvements be imposed on that development in the form of four development impact fees, also known as public facilities fees, divided into the categories listed below:

- *Traffic Facilities*
- *Parks and Recreation Facilities*
- *Parking Facilities*
- *Art in Public Places*

DIF Methodology

The fees identified in the Willdan DIF study are typical types of DIFs adopted by other jurisdictions throughout the state and in the South Bay. The methodology employed by Willdan Financial was a three-prong approach which included evaluation of the City's existing facilities, future planned facilities, and master planned approach to determine the appropriate level of fees. Additionally, these proposed impact fees do not affect existing development or property owners in the City, but only newly-proposed development and redevelopment.

The impact fees are triggered under the following conditions for commercial and residential projects:

- Residential - each new dwelling unit
- Nonresidential – any new building, and by any net increase in building square footage

The impact fee for Art in Public places is triggered under the following conditions:

- New construction projects, with a construction value of \$100,000 or higher, such as:
 - Residential developments of four units or more
 - Public and institutional buildings
 - Commercial, office, or industrial development projects

The development project would include a publicly accessible civic artwork valued at one percent of the projects building valuation. The developer has an option to instead contribute an in-lieu fee to the Art in Public Places fund valued at one percent of the building valuation.

ENVIRONMENTAL REVIEW

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. Where, as here, it can be seen with certainty

that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PUBLIC NOTICING

Notices of a public hearing were posted in the public notices board out front of City Hall and published in the *Daily Breeze* on August 6th and 11th 2021, pursuant to the City’s public noticing requirements. As of the drafting of this staff report, no comments were received from the public concerning this project.

COMMISSION REVIEW

Not applicable.

LEGAL REVIEW

The City Attorney reviewed the proposed resolution and has approved it as to form.

FISCAL IMPACT

Unfortunately, the City’s infrastructure is deteriorating and in need of costly infrastructure improvements/upgrades. The City continues to be challenged meeting the community’s public infrastructure needs and is challenged financially in how to pay for the much need infrastructure improvements. However, with the adoption of the proposed impact fees as identified in the DIF study, the City will be able to offset those costly infrastructure expenditures over time, which will lessen the financial burden on the City.

RECOMMENDATION

Staff recommends that the City Council

- 1) Determine that the Development Impact Fee study is exempt from the Environmental Quality Act (CEQA), pursuant to Section (b)(3) of the CEQA Guidelines; and
- 2) Consider adopting the proposed Development Impact Fees as contained in Exhibit “A” of Resolution CC-2108-035.

Attachments:

- A. Willdan Financial Services June 8, 2021, Development Impact Fee Study
- B. City Council Resolution CC-2108-035

Attachment A

Willdan Financial Services June 8, 2021, Development Impact Fee Study

CITY OF LAWNSDALE

DEVELOPMENT IMPACT FEE STUDY

FINAL DRAFT

JUNE 8, 2021



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Other Regional Offices

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Orlando, FL
Phoenix, AZ
Sacramento, CA
Seattle, WA

www.willdan.com

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DRAFT

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Executive Summary

This report summarizes an analysis of development impact fees needed to support future development in The City of Lawndale through 2040. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The public facilities and improvements included in this analysis are divided into the fee categories listed below:

- Traffic Facilities
- Parks and Recreation Facilities
- Parking Facilities
- Art in Public Places

Background and Study Objectives

The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with growth. The primary purpose of this report is to calculate and present fees that will enable the City to expand its inventory of public facilities, as new development creates increases in service demands.

The City imposes public facilities fees under authority granted by the *Mitigation Fee Act* (the *Act*), contained in *California Government Code* Sections 66000 *et seq.* This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

All development impact fee-funded capital projects should be programmed through the City's five-year Capital Improvement Plan (CIP). Using a CIP can help the City identify and direct its fee revenue to public facilities projects that will accommodate future growth. By programming fee revenues to specific capital projects, the City can help ensure a reasonable relationship between new development and the use of fee revenues as required by the *Mitigation Fee Act*.

Facility Standards and Costs

There are three approaches typically used to calculate facilities standards and allocate the costs of planned facilities to accommodate growth in compliance with the *Mitigation Fee Act* requirements.

The **existing inventory** approach is based on a facility standard derived from the City's existing level of facilities and existing demand for services. This approach results in no facility deficiencies attributable to existing development. This approach is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth will be identified through the City's annual capital improvement plan and budget process and/or completion of a new facility master plan. This approach is to calculate the traffic facilities fees and the parks and recreation fees in this report.

The **planned facilities** approach allocates costs based on the ratio of planned facilities that serve new development to the increase in demand associated with new development. This approach is appropriate when specific planned facilities that only benefit new development can be identified, or when the specific share of facilities benefiting new development can be identified. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This approach is used to calculate the art in public places and parking in-lieu facilities fees in this report.

The **system plan** approach is based on a master facility plan in situations where the needed facilities serve both existing and new development. This approach allocates existing and planned facilities across existing and new development to determine new development's fair share of facility needs. This approach is used when it is not possible to differentiate the benefits of new facilities between new and existing development. Often the system plan is based on increasing facility standards, so the City must find non-impact fee revenue sources to fund existing development's fair share of planned facilities. This approach is not used in this report.

Use of Fee Revenues

The Mitigation Fee Act requires that this analysis "Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged."¹ Each chapter in this report identifies the appropriate use of impact fee revenues for each particular impact fee category.

Impact fee revenue must be spent on new facilities or expansion of current facilities to serve new development. Facilities can be generally defined as capital acquisition items with a useful life greater than five years. Impact fee revenue can be spent on capital facilities to serve new development, including but not limited to land acquisition, construction of buildings, infrastructure, the acquisition of vehicles or equipment, information technology, software licenses and equipment.

Development Impact Fee Schedule Summary

Table E.1 summarizes the development impact fees that meet the City's identified needs and comply with the requirements of the *Mitigation Fee Act*. The table shows fees for development projects that meet their parking requirements onsite. Projects that cannot meet onsite parking requirements will have to pay the parking in-lieu fee for each required offsite parking space.

¹ California Government Code §66001 (a) (2).

Table E.1: Maximum Justified Impact Fee Summary

Land Use	Traffic Facilities	Parks and Recreation Facilities ¹	Total (Onsite Parking) ²
<i>Residential - Fee per Dwelling Unit</i>			
Single Family	\$ 4,508	\$ 12,612	\$ 17,120
Multifamily	3,310	8,456	11,766
<i>Nonresidential - Fee per 1,000 Sq. Ft.</i>			
Commercial	\$ 12,115		\$ 12,115
Office	8,377		8,377
Industrial	3,702		3,702

¹ Mitigation Fee Act fee shown. Quimby fees in lieu of parkland dedication only apply to development occurring in subdivisions. Quimby in-lieu fees are \$32,506 per single family unit and \$21,792 per multifamily unit.

² Assumes that development project provides parking onsite. Maximum justified fee of \$30,234 in-lieu of providing one space onsite. Refer to Residential and Commercial Parking Standards for detailed parking requirements.

Sources: Tables 3.5, 4.5, 5.3.

1. Introduction

This report presents an analysis of the need for public facilities to accommodate new development in the City of Lawndale. This chapter provides background for the study and explains the study approach under the following sections:

- Public Facilities Financing in California;
- Study Objectives;
- City of Lawndale Impact Fee Program;
- Fee Program Maintenance;
- Study Methodology; and
- Organization of the Report.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
- Unfunded state and federal mandates; and,
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of “growth pays its own way.” This policy shifts the burden of funding infrastructure expansion from existing ratepayers and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees also known as public facilities fees. Assessments and special taxes require the approval of property owners and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit all development jurisdiction-wide. Development impact fees need only a majority vote of the legislative body for adoption.

Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth. The primary purpose of this report is to establish impact fees for Lawndale to ensure that growth pays its own way. The proposed fees will enable the City to expand its inventory of public facilities as new development leads to increases in service demands.

The City can impose public facilities fees under authority granted by the Mitigation Fee Act (the Act), contained in California Government Code Sections 66000 et seq. This report provides the necessary findings required by the Act for adoption of the fees presented in the fee schedules presented in this report.

Lawndale is nearly built out and has little growth forecast through this study’s planning horizon of 2040. While the magnitude of growth is small, the lack of available space to provide public facilities will present many challenges in accommodating even small increases in service population. This growth will create an increase in demand for public services and the facilities

required to deliver them. Given the revenue challenges described above, Lawndale has decided to use a development impact fee program to ensure that new development funds the share of facility costs associated with growth. This report makes use of the most current available growth forecasts and facility plans to update the City's existing fee program to ensure that the fee program accurately represents the facility needs resulting from new development.

Fee Program Maintenance

Once a fee program has been adopted it must be properly maintained to ensure that the revenue collected adequately funds the facilities needed by new development. To avoid collecting inadequate revenue, the inventories of existing facilities and costs for planned facilities must be updated periodically for inflation, and the fees recalculated to reflect the higher costs. The use of established indices for each facility included in the inventories (land, buildings, and equipment), such as the *Engineering News-Record*, is necessary to accurately adjust the impact fees. For a list of recommended indices, see Chapter 7.

While fee updates using inflation indices are appropriate for annual or periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, it is recommended to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available. For further detail on fee program implementation, see Chapter 7.

Study Methodology

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The six steps followed in this development impact fee study include:

1. **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
2. **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
3. **Determine facilities required to serve new development:** Estimate the total amount of planned facilities, and identify the share required to accommodate new development;
4. **Determine the cost of facilities required to serve new development:** Estimate the total amount and the share of the cost of planned facilities required to accommodate new development;
5. **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the development impact fee schedule; and
6. **Identify alternative funding requirements:** Determine if any non-fee funding is required to complete projects.

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Types of Facility Standards

There are three separate components of facility standards:

- ♦ *Demand standards* determine the amount of facilities required to accommodate growth, for example, park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicle volume-to-capacity (V/C) ratio used in traffic planning.

- ◆ *Design standards* determine how a facility should be designed to meet expected demand, for example, park improvement requirements and technology infrastructure for City office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates the cost of planned facilities built to satisfy the City's facility design standards.
- ◆ *Cost standards* are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. *Cost standards* are useful when demand standards were not explicitly developed for the facility planning process. *Cost standards* also enable different types of facilities to be analyzed based on a single measure (cost or value) and are useful when different facilities are funded by a single fee program. Examples include facility costs per capita, cost per vehicle trip, or cost per gallon of water per day.

New Development Facility Needs and Costs

A number of approaches are used to identify facility needs and costs to serve new development. This is often a two-step process: (1) identify total facility needs, and (2) allocate to new development its fair share of those needs.

There are three common methods for determining new development's fair share of planned facilities costs: the **existing inventory method**, the **planned facilities method**, and the **system plan method**. The formula used by each approach and the advantages and disadvantages of each method is summarized below:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development will fund the expansion of facilities at the same standard currently serving existing development. By definition the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual capital improvement plan and budget process, possibly after completion of a new facility master plan. This approach is to calculate the traffic facilities fees and the parks and recreation fees in this report.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when planned facilities will entirely serve new development, or when a fair share allocation of planned facilities to new development can be estimated. An example of the former is a Wastewater trunk line extension to a previously undeveloped area. An example of the latter is a portion of a roadway that has been identified as necessary to mitigate the impact from new development through traffic modeling analysis. Under this method new development will fund the expansion of facilities at the standards used in the applicable planning documents. This approach is used to calculate the art in public places and parking in-lieu facilities fees in this report.

System Plan Method

This method calculates the fee based on the value of existing facilities plus the cost of planned facilities, divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together achieve the desired level of service.

The system plan method ensures that new development does not pay for existing deficiencies. Often facility standards based on policies such as those found in General Plans are higher than the existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities required to correct the deficiency to ensure that new development receives the level of service funded by the impact fee. This approach is not used in this report.

Organization of the Report

The determination of a public facilities fee begins with the selection of a planning horizon and development of growth projections for population and employment. These projections are used throughout the analysis of different facility categories and are summarized in Chapter 2.

Chapters 3 through 6 identify facility standards and planned facilities, allocate the cost of planned facilities between new development and other development, and identify the appropriate development impact fee for the following facility categories:

- Traffic Facilities
- Parks and Recreation Facilities
- Parking Facilities In-Lieu Fee
- Art in Public Places

Chapter 7 details the procedures that the City must follow when implementing a development impact fee program. Impact fee program adoption procedures are found in *California Government Code* Sections 66016 through 66018.

The five statutory findings required for adoption of the proposed public facilities fees in accordance with the Mitigation Fee Act are documented in Chapter 8.

2. Growth Forecasts

Growth projections are used as indicators of demand to determine facility needs and allocate those needs between existing and new development. This chapter explains the source for the growth projections used in this study based on a 2020 base year and a planning horizon of 2040.

Estimates of existing development and projections of future growth are critical assumptions used throughout this report. These estimates are used as follows:

- The estimate of existing development in 2020 is used as an indicator of existing facility demand and to determine existing facility standards.
- The estimate of total development at the 2040 planning horizon is used as an indicator of future demand to determine total facilities needed to accommodate growth and remedy existing facility deficiencies, if any.
- Estimates of growth from 2020 through 2040 are used to (1) allocate facility costs between new development and existing development, and (2) estimate total fee revenues.

The demand for public facilities is based on the service population, dwelling units or nonresidential development creating the need for the facilities.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types that impact fees have been calculated for are defined below.

- **Single family:** Detached and attached one-unit dwellings.
- **Multifamily:** All attached multi-family dwellings including duplexes and condominiums.
- **Commercial:** All commercial, retail, educational, and hotel/motel development.
- **Office:** All general, professional, and medical office development.
- **Industrial:** All warehouse, manufacturing, and other industrial development.

Some developments may include more than one land use type, such as a mixed-use development with both multi-family and commercial uses. Another similar situation would be a warehousing facility that contains office space. In those cases, the facilities fee would be calculated separately for each land use type included within the building.

The City has the discretion to determine which land use type best reflects a development project's characteristics for purposes of imposing an impact fee and may adjust fees for special or unique uses to reflect the impact characteristics of the use.

Existing and Future Development

Table 2.1 shows the estimated number of residents, dwelling units, employees, and building square feet in Lawndale, both in 2020 and in 2040. The base year estimates of residents and dwelling units comes from the California Department of Finance. The future dwelling unit projection total is based on the increase in dwelling units from the most recent SCAG Regional Housing Needs Allocation and assumes that the proportion of single family to multifamily units will remain constant through 2040. The projection of residents in 2040 is based on the increase in dwelling units multiplied by the existing occupancy density factors, by dwelling unit type presented below in Table 2.2.

Estimates of base year employees come from the U.S. Census Bureau, LEHD Origin-Destination Employment Statistics, OnTheMap Application. Future employees are based on Growth Figures from Southern California Association of Governments: 2016-2040.

Table 2.1: Citywide Demographic Assumptions

	2020	2040	Increase
Residents ¹	32,624	40,549	7,925
Dwelling Units ²			
Single Family	6,737	8,387	1,650
Multifamily	3,434	4,275	841
Total	10,171	12,662	2,491
Building Square Feet (000s) ³			
Commercial	1,259	1,980	721
Office	779	1,226	446
Industrial	657	1,033	376
Total	2,695	4,239	1,543
Employment ⁴			
Commercial	2,631	4,138	1,507
Office	1,847	2,905	1,058
Industrial	736	1,157	421
Total	5,214	8,200	2,986

¹ Current population from California Department of Finance (DOF). Projection total for based on increase in dwelling units from 13-Feb-20 SCAG RHNA Allocation and dwelling unit density factors in Table 2.2.

² Current values from DOF. Total units projection is based on 13-Feb-20 SCAG RHNA Allocation allocated to single family and multifamily based on current proportions.

³ Equivalent building square footage estimated by dividing employees by occupancy density factors.

⁴ Base year from OnTheMap Application. Projection from 2016-2040 SCAG RTP/SCS allocated to land uses based on current proportions

Sources: Estimate of SCAG RHNA Allocation Based On Staff-Recommended Final RHNA Methodology; 2016-2040 RTP/SCS Final Growth Forecast by Jurisdiction; California Department of Finance (DOF), Table E-5, 2020; U.S. Census Bureau, OnTheMap Application, <http://onthemap.ces.census.gov>; Table 2.2, Willdan Financial Services.

Occupant Densities

All fees in this report are calculated based on dwelling units or building square feet. Occupant density assumptions ensure a reasonable relationship between the size of a development project, the increase in service population associated with the project, and the amount of the fee.

Occupant densities (residents per dwelling unit or workers per building square foot) are the most appropriate characteristics to use for most impact fees. The fee imposed should be based on the land use type that most closely represents the probable occupant density of the development.

The average occupant density factors used in this report are shown in **Table 2.2**. The residential density factors are based on data for Lawndale from the 2018 U.S. Census' American Community Survey, the most recent data available.

The nonresidential occupancy factors are based on occupancy factors found in the *Employment Density Study Summary Report*, prepared for the Southern California Association of Governments by The Natelson Company. Though not specific to Lawndale, the Natelson study covered employment density over a wide array of land use and development types, making it reasonable to apply these factors to other areas. The specific factors used in this report are specific to Los Angeles County.

Table 2.2: Occupant Density

<u>Residential</u>		
Single Family	3.58	Residents Per Dwelling Unit
Multifamily	2.40	Residents Per Dwelling Unit
<u>Nonresidential</u>		
Commercial	2.09	Employees per 1,000 square feet
Office	2.37	Employees per 1,000 square feet
Industrial	1.12	Employees per 1,000 square feet

Sources: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates, Tables B25024 and B25033; The Natelson Company, Inc., *Employment Density Study Summary Report*, prepared for the Southern California Association of Governments, October 31, 2001, Los Angeles County data; Willdan Financial Services.

3. Traffic Facilities

This chapter summarizes an analysis of the need for transportation improvements, including intersection improvements, sidewalks, and roadway, to accommodate new development. The chapter documents a reasonable relationship between new development and the impact fee for funding of these facilities.

Trip Demand

The need for street improvements is based on the trip demand placed on the system by development. A reasonable measure of demand is the number of average vehicle trips during peak PM demand, adjusted for the type of trip. Vehicle trip generation rates are a reasonable measure of demand on the City's system of street improvements across all modes because alternate modes (transit, bicycle, pedestrian) often substitute for vehicle trips.

The two types of trips adjustments made to trip generation rates to calculate trip demand are described below:

- Pass-by trips are deducted from the trip generation rate. Pass-by trips are intermediates stops between an origin and a final destination that require no diversion from the route, such as stopping to get gas on the way to work.
- The trip generation rate is adjusted by the average length of trips for a specific land use category compared to the average length of all trips on the street system.

Table 3.1 shows the calculation of trip demand factors by land use category based on the adjustments described above. Data is based on extensive and detailed trip surveys conducted by the Institute of Traffic Engineers, and from the City of Los Angeles' VMT Calculator. It should be noted that the projections of current and future trip generation in this report are calculated based on these trip demand factors and the growth projections for the City of Lawndale from Table 2.1.

Table 3.1: Trip Rate Adjustment Factors

	Pass- Primary and by Diverted Trips ¹ Trips		Average Trip Length ²	Adjust- ment Factor ³	ITE Category	PM Peak Hour Trips ⁴	Trip Demand Factor ⁵
	A	B = 1 - A					
<i>Residential - per Dwelling Unit</i>							
Single Family	0%	100%	6.4	0.94	Single Family Housing (210)	1.00	0.94
Multifamily	0%	100%	7.0	1.03	Apartment (220)	0.67	0.69
<i>Nonresidential - per 1,000 Square Feet</i>							
Commercial	34%	66%	6.2	0.60	Shopping Center (820)	4.21	2.53
Office	0%	100%	8.4	1.23	General Office (710)	1.42	1.75
Industrial	0%	100%	6.3	0.93	General Light Industrial (110)	0.83	0.77

¹ Percent of total trips. A pass-by trip is made as an intermediate stop on the way from an origin to a primary trip destination without a route diversion. Pass-by trips are not considered to add traffic to the road network. Assumption based on ITE data.

² In miles. Based on City of Los Angeles VMT Calculator data for the South Los Angeles APC area.

³ The trip adjustment factor equals the percent of non-pass-by trips multiplied by the average trip length and divided by the statewide average trip length of 6.8 miles.

⁴ Trips per dwelling unit or per 1,000 building square feet.

⁵ The trip demand factor is the product of the trip adjustment factor and the trip rate.

Sources: City of Los Angeles VMT Calculator, v. 1.3; Institute of Traffic Engineers, Trip Generation Manual, 10th Edition; Institute of Traffic Engineers, Trip Generation Handbook, 3rd Edition; Willdan Financial Services.

Trip Growth

The planning horizon for this analysis is 2040. **Table 3.2** lists the 2020 and 2040 land use assumptions used in this study. The trip demand factors calculated in Table 3.1 are multiplied by the existing and future dwelling units and non-residential building square feet to determine the increase in trips caused by new development.

Table 3.2: Land Use Scenario and Total Peak Trips

	Trip Demand Factor	2020		Growth 2020 to 2040		Total - 2040	
		Units	Trips	Units	Trips	Units	Trips
<i>Residential - Dwelling Units</i>							
Single Family	0.94	6,737	6,333	1,650	1,551	8,387	7,884
Multi Family	0.69	3,434	2,370	841	580	4,275	2,950
Subtotal		10,171	8,703	2,491	2,131	12,662	10,834
<i>Nonresidential - per 1,000 Sq. Ft.</i>							
Commercial	2.53	1,259	3,180	721	1,821	1,980	5,001
Office	1.75	779	1,361	446	780	1,226	2,141
Industrial	0.77	657	507	376	290	1,033	797
Subtotal		2,695	5,048	1,543	2,891	4,239	7,939
Total			13,751		5,022		18,773
			73.2%		26.8%		100%

Sources: Tables 2.1 and 3.1.

Existing Transportation Inventory

The City of Lawndale maintains 30 miles of roadway and 56 miles of sidewalks. **Table 3.3** summarizes the City's existing transportation inventory in 2020. The City's traffic engineers prepared the cost estimates for sidewalk and roadway construction.

Table 3.3: Transportation Inventory

	A	B	C = B x 5,280ft	D	E = C x D	F = A x E
	Width Miles	Sq. Ft. per (Feet) Mile	Sq. Ft. per Mile	Cost per Sq. Ft. ¹	Cost per Mile	Total Cost
<i>Streets</i>						
Sidewalk Miles	56	5	26,400	\$ 6.00	\$ 158,400	\$ 8,870,400
Roadway Centerline Miles	30	36	190,080	8.00	1,520,640	45,619,200
Total Replacement Cost						\$54,489,600

¹ Sidewalks 4" Concrete, Roadway 6" AC over 6" AB

Sources: Table 3.2; City of Lawndale - Email dated 2/25/20; Re: DIF Study; City of Lawndale Traffic Signal Inventory, June 2019; Willdan Financial Services.

Existing Traffic Signal Inventory

The City of Lawndale maintains thirty-three signalized intersections. Many of these intersections are shared through a joint use agreement with neighboring cities. **Table 3.4** summarizes the current inventory of traffic signals and Lawndale's share of these facilities.

Table 3.4: Traffic Signal Inventory

	Lawndale Ownership		Cost per Unit	Total Cost
	Count	Share		
<i>Intersections</i>				
Signalized Intersections	16	100%	\$ 400,000	\$6,400,000
Signalized Intersections	1	84.4%	400,000	337,600
Signalized Intersections	1	77.5%	400,000	310,000
Signalized Intersections	1	67%	400,000	268,000
Signalized Intersections	4	50%	400,000	800,000
Signalized Intersections	1	45%	400,000	180,000
Signalized Intersections	1	43%	400,000	172,000
Signalized Intersections	1	41%	400,000	164,000
Signalized Intersections	1	38.5%	400,000	154,000
Signalized Intersections	1	33%	400,000	132,000
Signalized Intersections	1	29%	400,000	116,000
Signalized Intersections	2	25%	400,000	200,000
Signalized Intersections	1	13.7%	400,000	54,800
Signalized Intersections	1	11.2%	400,000	44,800
Total Replacement Cost - Signal Inventory				\$9,333,200

Sources: City of Lawndale Traffic Signal Inventory, June 2019; Willdan Financial Services.

Existing Traffic Signs

In addition to the roadways and signalized intersections listed in the preceding tables, the City has also made significant investments in street signage. **Table 3.5** displays the City's inventory of street signs, and their corresponding replacement costs. The replacement cost estimates were provided by the City for use in this analysis.

Table 3.5: Traffic Sign Inventory

	Count	Cost per		Total Cost
		Unit		
Sign Only	4,777	\$ 100	\$	477,700
Traffic Signal Signs	170	100		17,000
Post and Foundation Only	575	600		345,000
Total Replacement Cost - Sign Inventory			\$	839,700

Sources: City of Lawndale.

Cost Per Trip

Every impact fee consists of a dollar amount, or the cost of projects that can be funded by a fee, divided by a measure of development. In this case, all fees are first calculated as a cost per trip demand unit. Then these amounts are translated into housing unit (cost per dwelling unit) and nonresidential building space (cost per 1,000 building square feet) by multiplying the cost per trip by the trip generation rate for each land use category. These amounts become the fee schedule.

Table 3.5 calculates the cost the cost per trip demand unit by dividing the existing traffic facility replacement costs from Table 3.3 and 3.4 by the existing 2020 peak PM hour trips from Table 3.2.

Table 3.5: Existing Standard Cost per Trip

Roadway Inventory	\$	54,489,600
Traffic Signal Inventory		9,333,200
Traffic Signs		839,700
Total Replacement Cost	\$	64,662,500
Total existing PM peak hour trips		13,751
Existing cost per PM peak hour trip	\$	4,702

Sources: Tables 3.2 - 3.5.

Projected Impact Fee Revenue

Table 3.6 shows the projected impact fee revenue for the traffic facilities impact fee through the planning horizon of 2040. In total, new development is projected to contribute \$11,690,190 through 2040 based on the increase in trip demand at the existing standard cost per trip.

Table 3.6: Projected Impact Fee Revenue

Existing Cost per Trip	\$ 4,702
Growth in Trip Demand	5,022
Projected Impact Fee Revenue	\$23,613,444

Sources: Tables 3.2 and 3.5.

Fee Schedule

Table 3.7 shows the maximum justified traffic facilities fee schedule. The maximum justified fees are based on the cost per trip shown in Table 3.5. The cost per trip is multiplied by the trip demand factors in Table 3.1 to determine a fee per unit of new development. The total fee includes a two-percent (2%) administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 3.7: Traffic Impact Fee Schedule

Land Use	A	B	C = A x B	D = C x 0.02	E = C + D	E / 1,000
	Cost Per Trip	PM Peak Hour Trip Rate	Base Fee ¹	Admin Charge ^{1, 2}	Total Fee ¹	Fee per Sq. Ft.
<i>Residential - per Dwelling Unit</i>						
Single Family	\$ 4,702	0.94	\$ 4,420	\$ 88	\$ 4,508	
Multifamily	4,702	0.69	3,245	65	3,310	
<i>Nonresidential - per 1,000 Sq. Ft.</i>						
Commercial	\$ 4,702	2.53	\$ 11,877	\$ 238	\$ 12,115	\$ 12.12
Office	4,702	1.75	8,213	164	8,377	8.38
Industrial	4,702	0.77	3,629	73	3,702	3.70

¹ Fee per dwelling unit or per 1,000 square feet of nonresidential.² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 3.1 and 3.5; Willdan Financial Services.

4. Parks and Recreation Facilities

The purpose of the parks and recreation facilities impact fee is to fund the park facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of and park and recreation facilities per capita.

The following chapter documents the nexus analysis, demonstrating the need for new parks, recreation, and community center facilities demanded by new development.

Service Population

Table 4.1 shows the existing and future projected service population for park facilities from 2020 through the planning horizon of 2040. Population growth is projected using the demographic assumptions in Table 2.1.

Table 4.1: Park and Recreation Facilities Service Population

	Residents
Existing (2020)	32,624
Growth (2020 - 2040)	7,925
Total (2040)	40,549

Source: Table 2.1.

Existing Parkland and Park Facilities Inventory

The City of Lawndale maintains several parks and recreation facilities throughout the city. **Table 4.2** summarizes the City's existing parkland inventory in 2020. All facilities are owned by the City, or the City has a joint use agreement for their use. In total, the inventory includes a total of 28.63 acres of parkland.

Table 4.2: Park Land Inventory

Name	Address	Total Acres
Jane Adams Park	15114 Firmona Avenue	4.59
Hogan Park	4045 W. 167th Street	0.92
Hopper Park	4418 W. 162nd Street	0.63
Larry R. Rudolph Park	14725 Larch Avenue	1.44
Rogers/Anderson Park	4161 W. Manhattan Beach Boulevard	14.73
William Green Park	4558 W. 168th Street	4.06
McKenzie Gardens	4324 W. 160th St	0.55
Community Center North	14616 Grevillea Ave.	0.68
Harold E. Hofmann Community Center	14700 Burin Avenue	1.03
Total - Parkland		28.63

Source: City of Lawndale: Lawndale City Owned Land and Parking.xlsx

Table 4.3 summarizes the City's inventory of park buildings and special facilities. The total value of these facilities is divided by the total developed park acres to determine the value of existing park buildings per acre.

Table 4.3: Existing Special Use Park Facility Inventory

	Quantity	Units	Unit Cost ¹	Total Value
<i>Buildings and Special Use Facilities</i>				
Community Center North	12,900 Sq. ft.		\$ 300	\$ 3,870,000
Harold E. Hofmann Community Center	45,000 Sq. ft.		300	13,500,000
Total				\$17,370,000
Total Acres of Improved Parkland (From Table 4.2)				28.63
Special Use Facilities Cost per Acre				\$ 606,600

¹ Comparable facility cost 2014, building construction inflation adjusted to 2019.

Sources: City of Lawndale: Lawndale City Owned Land and Parking.xlsx; Table 4.2, Willdan Financial Services; Engineering News Record Building Cost Index, 2014 - Oct 2019, <https://www.enr.com/topics/604-construction-economics>.

Parkland and Park Facilities Unit Costs

Table 4.4 displays the unit costs necessary to develop parkland in Lawndale. The buildings and special use facilities cost per acre from Table 4.3 is added to the cost of an acre of standard park improvements to determine the total improvement cost per acre. A value of \$2,570,040 per acre for land is also included and is consistent with other land value assumptions used in this analysis. In total, this analysis assumes that it costs \$3,924,640 to acquire and develop an acre of parkland in Lawndale.

Table 4.4: Park Facilities Unit Costs

	Cost Per Acre	Share of Total Costs
Standard Park Improvements ¹	\$ 748,000	
Special Use Facilities	606,600	
Subtotal - Improvements	\$ 1,354,600	35%
Land Acquisition	\$2,570,040	65%
Total Cost per Acre	\$ 3,924,640	100%

¹ Improvement costs are estimated at \$748,000 per acre for site improvements (curbs, gutters, water, sewer, and electrical access), plus basic park and school field amenities such as basketball or tennis court, parking, tot lot, irrigation, turf, open green space, pedestrian paths, and picnic tables. Excludes special use facilities such as recreation centers, structures and pools.

Sources: Table 4.3; San Diego County Parks and Recreation: Prototypical Park Cost Estimate; Willdan Financial Services.

Parkland and Park Facility Standards

Park facility standards establish a reasonable relationship between new development and the need for expanded parkland and park facilities. Information regarding the City's existing inventory of existing parks facilities was obtained from City staff.

The most common measure in calculating new development's demand for parks is the ratio of park acres per resident. In general, facility standards may be based on the Mitigation Fee Act (using a city's existing inventory of parkland and park facilities), or an adopted policy standard contained in a master facility plan or general plan. Facility standards may also be based on a land dedication standard established by the Quimby Act.² In this case, the City will use the Mitigation Fee Act to impose park impact fees for development not occurring in subdivisions and will use the Quimby Act for development occurring in subdivisions.

Mitigation Fee Act

The Mitigation Fee Act does not dictate use of a particular type or level of facility standard for public facilities fees. To comply with the findings required under the law, facility standards must not burden new development with any cost associated with facility deficiencies attributable to existing development.³ A simple and clearly defensible approach to calculating a facility standard is to use the City's existing ratio of park acreage per 1,000 residents. Under this approach, new development is required to fund new parkland and park facilities at the same level as existing residents have provided those same types of facilities to date.

Quimby Act

The Quimby Act specifies that the dedication requirement must be a minimum of 3.0 acres and a maximum of 5.0 acres per 1,000 residents. A jurisdiction can require residential developers to

² California Government Code §66477.

³ See the *Benefit and Burden* findings in *Background Report*.

dedicate above the three-acre minimum if the jurisdiction's existing park standard at the time it adopted its Quimby Act ordinance justifies the higher level (up to five acres per 1,000 residents). The standard used must also conform to the jurisdiction's adopted general or specific plan standards.

The Quimby Act only applies to land subdivisions. The Quimby Act would not apply to residential development on future approved projects on single parcels, such as apartment complexes and other multifamily development.

The Quimby Act allows payment of a fee in lieu of land dedication. The fee is calculated to fund acquisition of the same amount of land that would have been dedicated.

The Quimby Act allows use of in-lieu fee revenue for any park or recreation facility purpose. Allowable uses of this revenue include land acquisition, park improvements including recreation facilities, and rehabilitation of existing park and recreation facilities.

City of Lawndale Parkland and Park Facilities Standards

Table 4.5 shows the existing standard for improved park acreage per 1,000 residents based on the type of parkland. In total the City has an existing parkland standard of 0.86 acres per 1,000 residents, which allows the City to charge at 3.0 acres per 1,000 residents under the Quimby Act. For development not subject to the Quimby Act, the fee analysis in this report will be based on maintaining a 0.88 acre per 1,000 service population standard as new development adds demand for parks in Lawndale.

Table 4.5: Parkland Standards

Total Park Acres	28.63
Service Population (2020)	32,624
Existing Standard (Acres per 1,000 Residents)	0.88
Quimby Standard (Acres per 1,000 Residents)	3.00

Sources: Tables 4.1 and 4.2.

Facilities Needed to Accommodate New Development

Table 4.6 shows the park facilities needed to accommodate new development at the existing standard and the Quimby standard, respectively. To achieve the standard by the planning horizon, depending on the amount of development subject to the Quimby Act, new development must fund the purchase and improvement of between 6.97 and 23.78 parkland acres, at a total cost ranging between \$27.4 million and \$70.6 million.

The facility standards and resulting fees under the Quimby Act are higher, because development will be charged to provide 3.0 acres of parkland per 1,000 residents, and 0.88 acres of improvements, whereas development not subject to the Quimby Act will be charged to provide only 0.88 acres of parkland per 1,000 service population, and 0.88 acres of improvements.

Table 4.6: Park Facilities to Accommodate New Development

	Calculation	Parkland	Improvements	Total ¹
<i>Parkland & Improvements (Mitigation Fee Act)²</i>				
Facility Standard (acres/1,000 capita)	A	0.88	0.88	
Service Population Growth (2020-2040)	B	7,925	7,925	
Facility Needs (acres)	$C = A \times B$	6.97	6.97	
Average Unit Cost (per acre)	D	\$ 2,570,040	\$ 1,354,600	
Total Cost of Facilities	$E = C \times D$	\$17,913,000	\$ 9,442,000	\$ 27,355,000
<i>Parkland (Quimby Act), Improvements (Mitigation Fee Act)³</i>				
Facility Standard (acres/1,000 capita)	A	3.00	0.88	
Service Population Growth (2020-2040)	B	7,925	7,925	
Facility Needs (acres)	$C = A \times B$	23.78	6.97	
Average Unit Cost (per acre)	D	\$ 2,570,040	\$ 1,354,600	
Total Cost of Facilities	$E = C \times D$	\$61,116,000	\$ 9,442,000	\$ 70,558,000

Note: Totals have been rounded to the thousands.

¹ Values in this column show the range of the cost of parkland acquisition and development should all development be either subject to the Quimby Act, or to the Mitigation Fee Act, respectively.

² Cost of parkland to serve new development shown if all development is subject to the Mitigation Fee Act. Parkland and improvements are charged at the existing standard.

³ Cost of parkland to serve new development shown if all development is subject to the Quimby Act. The Quimby Fee applies anytime the Subdivision Map Act is applied. Under the Quimby Act, an in-lieu fee is charged at 3.0 acres per 1,000 residents; improvements charged at the existing standard. If a subdivision has less than 50 units, then the Quimby "in-lieu" fee will apply. If a subdivision has more than 50 units, then the developer has the option of dedicating land to meet its Quimby parkland requirements or paying the fee.

Sources: Tables 4.1, 4.4, and 4.5; City of Lawndale Municipal Code; Willdan Financial Services.

Parks Cost per Capita

Table 4.7 shows the cost per capita of providing new parkland and park facilities at the existing facility standard, and at the Quimby standard. The cost per capita is shown separately for land and improvements. The cost per capita is shown separately for land and improvements. The costs per capita in this table will serve as the basis of three fees:

- A Quimby Act Fee in-lieu of land dedication. This fee is payable by residential development occurring in subdivisions.
- A Mitigation Fee Act Fee for land acquisition. This fee is payable by residential development not occurring in subdivisions.
- A Mitigation Fee Act Fee for parkland improvements. This fee is payable by all residential development.

A development project pays either the Quimby Act Fee in-lieu of land dedication, or the Mitigation Fee Act Fee for land acquisition, not both. All development projects pay the Mitigation Fee Act Fee for park improvements.

Table 4.7: Park Facilities Investment Per Capita

	Calculation	<u>Land</u>		<u>Improvements</u>
		Quimby Fee	Impact Fee	Impact Fee
Cost per Acre	A	\$ 2,570,040	\$ 2,570,040	\$ 1,354,600
Facility Standard	B	3.00	0.88	0.88
Investment Per Capita	$C = A/B$	\$ 7,710	\$ 2,262	\$ 1,192

Sources: Tables 4.1, and 4.6; Willdan Financial Services.

Use of Fee Revenue

The City plans to use parkland and park facilities fee revenue to purchase parkland or construct improvements to add to the system of park facilities that serves new development. The City may only use impact fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development.

Fee Schedule

In order to calculate fees by land use type, the investment in park facilities is determined on a per resident basis for both land acquisition and improvement. These investment factors (shown in Table 4.7) are investment per capita based on the unit cost estimates and facility standards.

Tables 4.8a and **4.8b** show the park facilities fee based on the minimum Quimby standard and the existing standard, respectively. The City would collect the fee based on only one of the two approaches as appropriate. Each fee includes a component for park improvements based on the City's existing standard. The investment per capita is converted to a fee per dwelling unit.

The total fee includes an administrative charge to fund costs that include: (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 4.8a: Park Facilities Impact Fee Schedule - Quimby Act

Land Use	A	B	C = A x B	D = C x 0.02	E = C + D
	Cost Per Capita	Density	Base Fee	Admin Charge ¹	Total Fee
<i>Single Family</i>					
Parkland	\$ 7,710	3.58	\$ 27,602	\$ 552	\$ 28,154
Improvements	1,192	3.58	4,267	85	4,352
Total	\$ 8,902		\$ 31,869	\$ 637	\$ 32,506
<i>Multifamily</i>					
Parkland	\$ 7,710	2.40	\$ 18,504	\$ 370	\$ 18,874
Improvements	1,192	2.40	2,861	57	2,918
Total	\$ 8,902		\$ 21,365	\$ 427	\$ 21,792

¹ Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 4.7 Willdan Financial Services.

Table 4.8b: Park Facilities Impact Fee Schedule - Mitigation Fee Act

Land Use	A	B	C = A x B	D = C x 0.02	E = C + D
	Cost Per Capita	Density	Base Fee	Admin Charge ¹	Total Fee
<i>Single Family</i>					
Parkland	\$ 2,262	3.58	\$ 8,098	\$ 162	\$ 8,260
Improvements	1,192	3.58	4,267	85	4,352
Total	\$ 3,454		\$ 12,365	\$ 247	\$ 12,612
<i>Multifamily</i>					
Parkland	\$ 2,262	2.40	\$ 5,429	\$ 109	\$ 5,538
Improvements	1,192	2.40	2,861	57	2,918
Total	\$ 3,454		\$ 8,290	\$ 166	\$ 8,456

¹ Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 4.7 Willdan Financial Services.

5. Parking Facilities In-Lieu Fee

The purpose of the parking in-lieu fee is to provide developers with an option to pay an established fee rather than provide the parking spaces onsite required by the Lawndale Municipal Code zoning requirements. The cost of planned facilities to accommodate the parking spaces otherwise required on site as part of projects determines the maximum justified Parking In-Lieu Fee. This chapter presents the nexus analysis, showing the need and projected cost of parking facilities to maintain the overall parking availability in Lawndale in accordance with the zoning requirements.

Parking Requirements

Table 5.1 shows the City of Lawndale parking requirements for residential and nonresidential development. As summarized in *City of Lawndale Residential Development Standards*, single and multifamily dwelling units require two parking spaces measuring nine by twenty feet (9' x 20'). Multifamily dwelling units require an additional one-half space (.5) as mandated "Guest Parking." *Lawndale Commercial Parking Standards* details commercial developments as requiring one space per 250 square feet of commercial retail, 300 square feet of business offices or 500 square feet of industrial uses. Examples of required parking spaces are shown for a prototypical 3 bedroom single or multifamily residential dwelling unit and per 1,000 square feet of nonresidential use. Refer to the City's *Residential and Commercial Parking Standards* for the full requirements as specific by the municipal code.

Table 5.1: Parking Requirements

	Required Parking Spaces per Unit ¹
<i>Dwelling Units</i>	
Single Family	2.00
Multifamily	2.50
Total	
<i>Building Square Feet (000s)</i>	
Commercial	4.00
Office	3.30
Industrial	2.00
Total	

¹Law ndale Municipal code requires one parking space per 250 square feet of commercial, per 300 square feet of office, and per 500 square feet of industrial. Refer to Residential and Commercial Parking Standards for full requirements.

Sources: City of Law ndale: Residential Development Standards; City of Law ndale: Commercial Parking Standards.

Parking Facilities Unit Costs

Table 5.2 details the unit cost per parking space to develop multistory above ground parking structures in Lawndale. The municipal code mandated parking space of nine by twenty feet (9' x 20') requires one hundred and eighty square feet (180 square feet) of floor space and additional ninety square feet (90 square feet) of space for entries, exits, ramps and circulation. A prototypical four-story parking garage requires sixty-eight square feet (68 square feet) of land per parking space. Table 5.2 calculates typical construction cost in Los Angeles County for a multistory parking garage and land acquisition cost in the City of Lawndale to determine a facility unit cost per city parking space of \$29,641.

Table 5.2: Parking Facility Unit Costs

	Parking Space ¹	Unit Cost per SqFt ²	Total Cost Per Space
<i>Aboveground Parking Facility³</i>			
Construction	270 Sq. ft.	\$ 95	\$ 25,659
Land	68 Sq. ft.	59	3,983
Total			\$ 29,641

¹ Law ndale Municipal Code requires 180 sqft (9x20) for parking spaces. Circulation and entry/exit requires 90 sqft per space, total 270 sqft

² Comparable facility cost 2014, building construction inflation adjusted to 2019.

³ Prototypical 4 story parking structure, larger or smaller structure would change ratio of parking spaces to land use.

Sources: City of Law ndale: Commercial Parking Standards; Table 5.2, Willdan Financial Services;
UCLA: Parking: Issues and Policies Transport and Sustainability, Volume 5, 2014.

Use of Fee Revenue

The City plans to use parking in lieu fee revenue to purchase land and construct improvements to add to parking space inventory. The City may only use parking in lieu fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development.

Fee Schedule

Table 5.3 shows the maximum justified parking in-lieu fee schedule per required parking space. The maximum justified fees are based on the cost per parking space shown in Table 5.2. The cost per space can be used to determine the fee for projects that meet a fraction of the on-site parking space requirement. The total fee includes a two percent (2%) administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 5.3: Maximum Justified Parking In Lieu Fee Schedule

	$C = A \times B$	$D = C \times 0.02$	$E = C + D$
		Admin	
	Base Fee ¹	Charge ^{1, 2}	Total Fee ¹
Cost per Space	\$ 29,641	\$ 593	\$ 30,234

¹ Fee in lieu of providing a parking space onsite. City of Law ndale Municipal code requires one parking space per 250 square feet of commercial space, per 300 square feet of office space, and per 500 square feet of industrial space. Refer to Residential and Commercial Parking Standards for full requirements.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 5.1 and 5.2; Willdan Financial Services.

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6. Art in Public Places

The City of Lawndale requested an art in public places ordinance to expand the City's artistic and cultural resources by enhancing the environment and quality of life as new development occurs.

To comply with the proposed ordinance, a project would include a publicly accessible civic artwork valued at one percent of the project's building valuation. The developer may choose instead to contribute an in-lieu fee to the art in public places fund valued at one percent of the building valuation.

All new residential developments of four or more units, public and institutional buildings and all commercial, office, and industrial development projects with a construction value equal to or exceeding \$100,000 are subject to the fee.

A fee of one percent of construction value is a reasonable and commonly used by jurisdictions for art in public places fees. The one percent fee will always reflect the current price of construction, which is a direct measure of inflation. Because the fee is based on a cost that will always reflect the status of the local economy, the fee essentially updates itself annually.

7. Implementation

Impact Fee Program Adoption Process

Impact fee program adoption procedures are found in the *California Government Code* section 66016. Adoption of an impact fee program requires the City Council to follow certain procedures including holding a public hearing. Data, such as an impact fee report, must be made available at least 10 days prior to the public hearing. The City's legal counsel should be consulted for any other procedural requirements as well as advice regarding adoption of an enabling ordinance and/or a resolution. After adoption there is a mandatory 60-day waiting period before the fees go into effect.

Inflation Adjustment

The City has kept its impact fee program up to date by periodically adjusting the fees for inflation. Such adjustments should be completed regularly to ensure that new development will fully fund its share of needed facilities. We recommend that the following indices be used for adjusting fees for inflation:

- ◆ Buildings – Engineering News-Record's Building Cost Index (BCI)
- ◆ Equipment – Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

The indices recommended can be found for local jurisdictions (state, region), and for the nation. With the exception of land, we recommend that the national indices be used to adjust for inflation, as the national indices are not subject to frequent dramatic fluctuations that the localized indices are subject to.

Due to the highly variable nature of land costs, there is no particular index that captures fluctuations in land values. We recommend that the City adjust land values based on recent land purchases, sales or appraisals at the time of the update.

While fee updates using inflation indices are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, the City will also need to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available.

Reporting Requirements

The City should comply with the annual and five-year reporting requirements of the *Mitigation Fee Act*. For facilities to be funded by a combination of public fees and other revenues, identification of the source and amount of these non-fee revenues is essential. Identification of the timing of receipt of other revenues to fund the facilities is also important.

Table 7.1 summarizes the annual and five-year reporting requirements.

Table 7.1: Mitigation Fee Act - Annual and Five-year Administrative Requirements

CA Gov't Code Section	Timing	Reporting Requirements ¹	Recommended Fee Adjustment
66001.(d)	The fifth fiscal year following the first deposit into the account or fund, and every five years thereafter	<ul style="list-style-type: none"> (A) Identify the purpose to which the fee is to be put. (B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged. (C) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements. (D) Designate the approximate dates on which supplemental funding is expected to be deposited into the appropriate account or fund. 	Comprehensive Update
66006.(b)	Within 180 days after the last day of each fiscal year	<ul style="list-style-type: none"> (A) A brief description of the type of fee in the account or fund. (B) The amount of the fee. (C) The beginning and ending balance of the account or fund. (D) The amount of the fees collected and the interest earned. (E) An identification of each public improvement on which fees were expended including share funded by fees. (F) An identification of an approximate date by which the construction of the public improvement will commence. (G) A description of any potential interfund transfers. (H) The amount of refunds made (if any). 	Inflationary Adjustment

¹ Edited for brevity. Refer to the government code for full description.

Sources: CA Government Code sections 66001.(d) and 66006.(b).

Programming Revenues and Projects with the CIP

The City maintains a Capital Improvement Program (CIP) to plan for future infrastructure needs. The CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The City may decide to alter the scope of the planned projects or to substitute new projects as long as those new projects continue to represent an expansion of the City's facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the City should consider revising the fees accordingly.

Reimbursements

For some facility categories, particularly park facilities, developers occasionally dedicate parkland and construct facilities in lieu of paying the development impact fee. If a developer builds parkland that exceeds the development's share of needed facilities, that developer should be reimbursed for the amount of facilities created above and beyond that development's impact. However, we recommend that the City' reimburse the difference based on a) the costs identified in the most recent CIP, and b) at the time that the City would be building the improvement had the development not occurred. By following these guidelines, the City will not be unfairly burdened with unanticipated costs.

8. Mitigation Fee Act Findings

Public facilities fees are one-time fees typically paid when a building permit is issued and imposed on development projects by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of public facilities fees the State Legislature adopted the *Mitigation Fee Act* (the *Act*) with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act*, contained in *California Government Code* Sections 66000 through 66025, establishes requirements on local agencies for the imposition and administration of fee programs. The *Act* requires local agencies to document five findings when adopting a fee.

The five statutory findings required for adoption of the public facilities fees documented in this report are presented in this chapter and supported in detail by the preceding chapters. All statutory references are to the *Act*.

Purpose of Fee

- ♦ *Identify the purpose of the fee (§66001(a)(1) of the Act).*

Development impact fees are designed to ensure that new development will not burden the existing service population with the cost of facilities required to accommodate growth. The purpose of the fees proposed by this report is to provide a funding source from new development to fund capital improvements to serve that development. The fees advance a legitimate City interest by enabling the City to provide public facilities to new development.

Use of Fee Revenues

- ♦ *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees proposed in this report, if enacted by the City, would be used to fund expanded facilities to serve new development. Facilities funded by these fees are designated to be located within the City's sphere of influence. Fees addressed in this report have been identified by the City to be restricted to funding the following facility categories: traffic facilities, parks and recreation facilities and parking facilities.

Benefit Relationship

- ♦ *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).*

The City will restrict fee revenue to the acquisition of land, construction of facilities and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents and workers associated with new development. Under the *Act*, fees are not intended to fund planned facilities needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

Burden Relationship

- ♦ *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).*

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. For each facility category, demand is measured by a single facility standard that can be applied across land use types to ensure a reasonable relationship to the type of development. For traffic facilities this standard is expressed as a cost per trip. For parks and recreation facilities this standard is expressed as a cost per resident.

The standards used to identify growth needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

Chapter 2, Growth Forecasts provides a description of how service population and growth forecasts are calculated. Facility standards are described in the *Facility Standards* sections of each facility category chapter.

Proportionality

- ♦ *Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).*

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated new development growth the project will accommodate. Fees for a specific project are based on the project's size. Larger new development projects can result in a higher service population resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See *Chapter 2, Growth Forecasts*, *Chapter 3, Trip Growth* or the *Service Population* section of *Chapter 4* in each facility category chapter for a description of how service populations or other factors are determined for different types of land uses. See the *Fee Schedule* section of each facility category chapter for a presentation of the proposed facilities fees

Attachment B

City Council Resolution CC-2108-035

RESOLUTION NO. CC-2108-035

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING DEVELOPMENT IMPACT FEES FOR TRAFFIC, PARKS
AND RECREATION, PARKING, AND PUBLIC ART FACILITIES**

WHEREAS, new development generates impacts on public services and public facilities for which revenues generated through property taxes and other means are generally insufficient to accommodate; and

WHEREAS, it is the City's intent and desire to have developers pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest; and

WHEREAS, the fees established by this Resolution are based upon and do not exceed the costs of providing capital facilities necessitated by the new developments for which the fees are levied; and

WHEREAS, the imposition of impact fees is one of the preferred methods of ensuring that development is a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare; and

WHEREAS, the imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

WHEREAS, City staff has prepared the updated development impact fees, attached hereto as Exhibits "A" and incorporated herein by reference as development impact fees levied for new development; and

WHEREAS, the Mitigation Fee Act requires that development impact fees for municipalities show a reasonable relationship that is proportionate share of the cost of capital facilities necessary to accommodate such development; and

WHEREAS, Lawndale Municipal Code Chapter 3.32 requires the City Council to conduct a public hearing before the City adopts impact fees; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on August 16, 2021 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider staff's recommendation on this matter; and

WHEREAS, based upon oral and written presentations by City staff and members of the public, including but not limited to the staff report, exhibits, attachments, the fee analysis, the City Council now desires to adopt updated fees for certain building, electrical, mechanical, plumbing, grading and landscape services.

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

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

SECTION 2. The fees set forth on Exhibits "A" are derived from and are based upon, and do not exceed the costs of providing capital facilities necessitated by new land development for which the fees are levied.

SECTION 3. The City Council hereby adopts the development impact fees attached hereto and incorporated herein as Exhibit "A" as the City's development impact fees effective August 16, 2021.

SECTION 4. That the adoption of these Development Impact Fees is exempt from the provisions of the California Environmental Quality Act (CEQA) because the creation of a government funding mechanism which does not involve any commitment to any specific project is not a "project" under CEQA pursuant to Public Resources Code Section 21080 and CEQA Guideline 15378(b)(4).

SECTION 5. If any section, subsection, sentence, clause, or phrase of this resolution 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 each and every section, subsection, sentence, clause and phrase thereof not declared invalid or remaining portions of this ordinance. The City Council hereby declares that it would have passed this resolution, and unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution, 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.

PASSED, APPROVED AND ADOPTED this 16th day of August 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2108-035 at a regular meeting of said Council held on the 16th day of August, 2021, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Muprhy, City Attorney

Exhibit A

Development Impact Fees

Table 4.7: Park Facilities Investment Per Capita				
		<u>Land</u>		<u>Improvements</u>
	Calculation	Quimby Fee	Impact Fee	Impact Fee
Cost per Acre	A	\$ 2,570,040	\$ 2,570,040	\$ 1,354,600
Facility Standard	B	3.00	0.88	0.88
Investment Per Capita	$C = A / B$	\$ 7,710	\$ 2,262	\$ 1,192

Sources: Tables 4.1, and 4.6; Willdan Financial Services.

Table 4.8a: Park Facilities Impact Fee Schedule - Quimby Act					
	A	B	C = A x B	D = C x 0.02	E = C + D
Land Use	Cost Per Capita	Density	Base Fee	Admin Charge ¹	Total Fee
<i>Single Family</i>					
Parkland	\$ 7,710	3.58	\$ 27,602	\$ 552	\$ 28,154
Improvements	1,192	3.58	4,267	85	4,352
Total	\$ 8,902		\$ 31,869	\$ 637	\$ 32,506
<i>Multifamily</i>					
Parkland	\$ 7,710	2.40	\$ 18,504	\$ 370	\$ 18,874
Improvements	1,192	2.40	2,861	57	2,918
Total	\$ 8,902		\$ 21,365	\$ 427	\$ 21,792

¹ Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 4.7 Willdan Financial Services.

Table 4.8b: Park Facilities Impact Fee Schedule - Mitigation Fee Act					
	A	B	C = A x B	D = C x 0.02	E = C + D
Land Use	Cost Per Capita	Density	Base Fee	Admin Charge ¹	Total Fee
<i>Single Family</i>					
Parkland	\$ 2,262	3.58	\$ 8,098	\$ 162	\$ 8,260
Improvements	1,192	3.58	4,267	85	4,352
Total	\$ 3,454		\$ 12,365	\$ 247	\$ 12,612
<i>Multifamily</i>					
Parkland	\$ 2,262	2.40	\$ 5,429	\$ 109	\$ 5,538
Improvements	1,192	2.40	2,861	57	2,918
Total	\$ 3,454		\$ 8,290	\$ 166	\$ 8,456

¹ Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 4.7 Willdan Financial Services.

Table 5.1: Parking Requirements	
	Required Parking Spaces per Unit¹
<i>Dwelling Units</i>	
Single Family	2.00
Multifamily	2.50
Total	
<i>Building Square Feet (000s)</i>	
Commercial	4.00
Office	3.30
Industrial	2.00
Total	
<p>¹Law ndale Municipal code requires one parking space per 250 square feet of commercial, per 300 square feet of office, and per 500 square feet of industrial. Refer to Residential and Commercial Parking Standards for full requirements.</p> <p>Sources: City of Law ndale: Residential Development Standards; City of Law ndale: Commercial Parking Standards.</p>	

Table 5.2: Parking Facility Unit Costs			
	Parking Space¹	Unit Cost per SqFt²	Total Cost Per Space
<i>Aboveground Parking Facility³</i>			
Construction	270 Sq. ft.	\$ 95	\$ 25,659
Land	68 Sq. ft.	59	3,983
Total			\$ 29,641
<p>¹ Law ndale Municipal Code requires 180 sqft (9x20) for parking spaces. Circulation and entry/exit requires 90 sqft per space, total 270 sqft</p> <p>² Comparable facility cost 2014, building construction inflation adjusted to 2019.</p> <p>³ Prototypical 4 story parking structure, larger or smaller structure would change ratio of parking spaces to land use.</p> <p>Sources: City of Law ndale: Commercial Parking Standards; Table 5.2, Willdan Financial Services; UCLA: Parking: Issues and Policies Transport and Sustainability, Volume 5, 2014.</p>			

Table 5.3: Maximum Justified Parking In Lieu Fee Schedule			
	$C = A \times B$	$D = C \times 0.02$	$E = C + D$
	Base Fee¹	Admin Charge^{1, 2}	Total Fee¹
Cost per Space	\$ 29,641	\$ 593	\$ 30,234

¹ Fee in lieu of providing a parking space onsite. City of Lawndale Municipal code requires one parking space per 250 square feet of commercial space, per 300 square feet of office space, and per 500 square feet of industrial space. Refer to Residential and Commercial Parking Standards for full requirements.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 5.1 and 5.2; Willdan Financial Services.

ARTS IN PUBLIC PLACES

The City of Lawndale requested an art in public places ordinance to expand the City’s artistic and cultural resources by enhancing the environment and quality of life as new development occurs.

To comply with the proposed ordinance, a project would include a publicly accessible civic artwork valued at one percent of the project’s building valuation. The developer may choose instead to contribute an in-lieu fee to the art in public places fund valued at one percent of the building valuation.

All new residential developments of four or more units, public and institutional buildings and all commercial, office, and industrial development projects with a construction value equal to or exceeding \$100,000 are subject to the fee.

A fee of one percent of construction value is a reasonable and commonly used by jurisdictions for art in public places fees. The one percent fee will always reflect the current price of construction, which is a direct measure of inflation. Because the fee is based on a cost that will always reflect the status of the local economy, the fee essentially updates itself annually.

Table 7.1: Mitigation Fee Act - Annual and Five-year Administrative Requirements

CA Gov't Code Section	Timing	Reporting Requirements ¹	Recommended Fee Adjustment
66001.(d)	The fifth fiscal year following the first deposit into the account or fund, and every five years thereafter	(A) Identify the purpose to which the fee is to be put. (B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged. (C) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements. (D) Designate the approximate dates on which supplemental funding is expected to be deposited into the appropriate account or fund.	Comprehensive Update
66006. (b)	Within 180 days after the last day of each fiscal year	(A) A brief description of the type of fee in the account or fund. (B) The amount of the fee. (C) The beginning and ending balance of the account or fund. (D) The amount of the fees collected and the interest earned. (E) An identification of each public improvement on which fees were expended including share funded by fees. (F) An identification of an approximate date by which the construction of the public improvement will commence. (G) A description of any potential interfund transfers. (H) The amount of refunds made (if any).	Inflationary Adjustment

¹ Edited for brevity. Refer to the government code for full description.

Sources: CA Government Code sections 66001.(d) and 66006.(b).

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**CITY OF LAWDALE
NOTICE OF PUBLIC
HEARING BEFORE THE
CITY COUNCIL**

Notice is hereby given that at 6:30 p.m. on Monday August 16, 2021, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burin Avenue, Lawndale, CA to review the following:

CASE NO. 19-35: CONSIDERATION TO ADOPT DEVELOPMENT IMPACT FEE FOR DEVELOPMENT PROJECTS AND APPROVAL OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA.

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

The City of Lawndale's contact person for this case is Sean M. Moore, AICP, Director of Community Development, Community Development Department, at (310) 973-3231.

**Pub Aug 6, 11, 2021
(21)DB(11477186)**

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CITY OF LAWDALE

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

August 16, 2021

TO: Honorable Mayor and City Council

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

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

SUBJECT: **Agreement with All City Management Services for School Crossing Guard Services**

BACKGROUND

On August 2, 2021, staff presented the City Council with a two-year agreement with All City Management Services, Inc. (ACMS) to provide school crossing guard services. Following the presentation, the City Council directed staff to revise the existing agreement to refine the number of crossing guards to be engaged by the City based on need at crossing locations.

STAFF REVIEW

City Council Direction:

The City Council's direction to staff was to revise the existing agreement to include a flexible scheduling plan to engage up to ten (10) crossing guards at all crosswalk locations; however, no fewer than seven (7) crossing guards.

Pedestrian Crossing Statistics and Coverage Decisions:

The number of crossing guards engaged by the City will be determined by pedestrian crossing statistics provided by ACMS for the first two months of the 2021-22 and 2022-23 academic years. Such crossing statistics will aid the City in determining the number of crossing guards necessary, and at which locations crossing guards will be placed for the remainder of said academic year.

Academic Year 2021-22:

ACMS will begin recording pedestrian crossing statistics on August 25, 2021 (the first day of school), and will continue to record statistics for each of the 10 crossing locations through October 22, 2021 for academic year 2021-22. Beginning November 1, 2021, the City will ensure that ACMS makes the applicable staffing revisions for the remainder of the 2022-23 academic year and will ensure that ACMS bills the City accordingly if the number of crossing guards is reduced below ten (10).

Agreement with All City Management Services for School Crossing Guard Services

Academic Year 2022-23:

ACMS will begin recording crossing statistics on August 24, 2022 (the first day of school), and will continue to record statistics for each of the 10 crossing locations through October 24, 2022 for academic year 2022-23. Beginning November 1, 2022, the City will ensure that ACMS makes the applicable staffing revisions for the remainder of the 2022-23 academic year. As well, the City will ensure that ACMS bills the City accordingly if the number of crossing guards is reduced below ten (10).

City Negotiations with ACMS:

Prior to the original contract being completed, City staff negotiated a substantial decrease in the Total Not to Exceed Cost of the Agreement with ACMS which involved a 30-minute per day, per crosswalk location reduction of service for both years of the agreement that would have saved the City approximately \$41,000.00. However, after the revised agreement addressing the flexible scheduling plan was completed and signed, the City was contacted by ACMS and told that the crossing guard program likely will not succeed based on the reduction of service hours from 2.5 per day, per crosswalk location to 2 service hours per day, per crosswalk location. These same reductions in service in other ACMS agreements have caused high levels of employee attrition and ACMS has had difficulty retaining employees due to the reduction in hours.

ACMS Request to Withdraw Agreement:

For the reason above, ACMS requested to withdraw from the agreement unless renegotiated. ACMS was concerned with its contractual obligation to provide employees at all 10 crosswalk locations. Not to be able to do so would leave them exposed to high levels of risk if there was an unfortunate accident at a crosswalk location that could not be staffed due to the reduction of paid hours for their employees. Therefore, the attached agreement has been revised to reinstate the same number of hours as in previous agreements going back many years.

Revisions to Existing Agreement:

The following revisions were made to Exhibit “C” in the attached agreement for academic years 2021-22, 2022-23 and both years combined to confirm the number of crossing guards to be engaged by the City per pedestrian crossing statistics provided by ACMS for the initial two months of school. In addition, the Schedule of Compensation for each year of the agreement has been revised to reinstate all crossing locations to 2.5 hours of service per day, per crosswalk location for a total of 6,300 hours per academic year, or 12,600 for the entire term of the agreement.

Agreement with All City Management Services for School Crossing Guard Services

Exhibit “C” Schedule of Compensation:

**Calculations for Fiscal Year 2021-22
Regular School Calendar (August 25, 2021 – June 10, 2022) ****

Item	Cost Description	Figures
A1	Number of Hours Per Day at No More Than 10 Crosswalk Locations; However, No Fewer Than 7 Crosswalk Locations***	25
B1	Number of Hours Per Day for California Wage Law	10
C1	Number of Regular School Days	180
D1	Not to Exceed Number of Contractual Hours	6,300
E1	Hourly Cost of Service	\$22.25
F1	Total Not to Exceed Cost	\$140,175.00

***=Number of crosswalks serviced by the ACMS based upon pedestrian crossing statistics reported at each crosswalk location during the first two (2) months for each year of the Agreement. If the number of locations is reduced below 10 in either year, then the number of hours per day, total number of hours, and total not to exceed cost shall be reduced commensurately and an addendum to this Exhibit prepared by City staff with the appropriate figures.

**Calculations for Fiscal Year 2022-23
Regular School Calendar (August 24, 2022 – June 9, 2023) ****

Item	Cost Description	Figures
A2	Number of Hours Per Day at No More Than 10 Crosswalk Locations; However, No Fewer Than 7 Crosswalk Locations***	25
B2	Number of Hours Per Day for California Wage Law	10
C2	Number of Regular School Days	180
D2	Not to Exceed Number of Contractual Hours	6,300
E2	Hourly Cost of Service	\$23.12
F2	Total Not to Exceed Cost	\$145,656.00

***=Number of crosswalks serviced by the ACMS based upon pedestrian crossing statistics reported for each crosswalk location mentioned below during the first two months for each year of the Agreement. If the number of locations is reduced below 10 in either year, then the number of hours per day, total number of hours, and total not to exceed cost shall be reduced commensurately and an addendum to this Exhibit prepared by City staff with the appropriate figures.

Totals for Two-Year Agreement (August 28, 2018 – June 12, 2020)

Item	Cost Description	Figures
A3	Number of Hours Per Day at No More Than 10 Crosswalk Locations; However, No Fewer Than 7 Crosswalk Locations***	25
B3	Number of Hours Per Day for California Wage Law	10
C3	Number of Regular School Days	360
D3	Not to Exceed Number of Contractual Hours	12,600
E3	Average Hourly Cost of Service	\$22.685
F3	Total Not to Exceed Cost	\$285,831.00

***=Number of crosswalks serviced by the ACMS based upon pedestrian crossing statistics reported for each crosswalk location mentioned below during the first two (2) months for each year of the Agreement. If the number of locations is reduced below 10 in either year, then the number of hours per day, total

Agreement with All City Management Services for School Crossing Guard Services

number of hours, and total not to exceed cost shall be reduced commensurately and an addendum to this Exhibit prepared by City staff with the appropriate figures.

The following revision was made to Exhibit “D” in the attached agreement for academic years 2021-22 and 2022-23 to further confirm that the number of crossing guards engaged by the City will be determined by pedestrian crossing statistics provided by ACMS for the initial eight full weeks of school for each year of the Agreement.

Table of Crosswalks Serviced:

***=Number of crosswalks serviced by the Contractor will be based upon pedestrian crossing statistics reported at each crosswalk location during the first two (2) months for each year of the Agreement.

LEGAL REVIEW

The City Attorney’s office has reviewed the attached Agreement with All City Management Services, Inc. for School Crossing Guard Services and has approved it to form.

FISCAL IMPACT

In the Fiscal Year 2021-22 budget, funding of \$124,848.00 was included for the School Crossing Guard Program and the appropriation budget was established in the General Fund, Community Services Department, Contract Services line item – 100-510-530.100. However, with the addition of contractual hours from the previous 5,400 to 6,300 per academic year, an appropriation of \$15,327.00 will be needed to meet the budget demands for the attached agreement.

In Fiscal Year 2022-23, an appropriation of \$145,656.00 will be needed for the second year of this agreement.

RECOMMENDATION

Staff recommends that the City Council approve a contract service agreement with All City Management Services, Inc. for a term of two years, not to exceed \$285,831.00.

Attachments:

1. Staff Report, August 2, 2021, Agreement with All City Management Services, Inc. for School Crossing Guard Services
2. Agreement with All City Management Services for School Crossing Guard Services



CITY OF LAWNDALE

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

August 2, 2021

TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *KM*
PREPARED BY: Mike Estes, Director of Community Services *Me*
SUBJECT: **Agreement with All City Management Services for School Crossing Guard Services**

BACKGROUND

Since 1996, the City has contracted with All City Management Services, Inc. (ACMS) to provide school crossing guard services. ACMS has virtually no competition in the provision of crossing guard services and its service to municipalities extends from San Diego to Northern California.

STAFF REVIEW

ACMS Void of Competition

Due to the fact that there are no know qualified competitors who provide crossing guard services in the greater Los Angeles area, City staff did not issue a Request for Proposal (RFP). The only known competitor that ACMS still may have in the Los Angeles area is not an option for the City. In July 2018, the City terminated the agreement with said company at the mid-point primarily for erroneous billing practices.

Past Agreement with ACMS

The City's last two-year agreement with ACMS for crossing guard services for FY 2018-19 and FY 2019-20 ended abruptly in March 2020 due to the COVID-19 pandemic. Since March 2020, crossing guard services have not been provided by the City due to students studying at home via distance learning and/or not being physically present in school.

New Agreement with ACMS

The City has negotiated a new two-year agreement with ACMS to provide crossing guard services for FY 2021-22 and 2022-23. Such agreement will begin August 25, 2021, when students return to the classrooms for in-person learning, and extending through June 9, 2023. The Agreement maintains the following elements consistent with past agreements:

- Crosswalk supervision at 10 crosswalk locations;
- Crosswalk supervision and crossing assistance at 16 crosswalks total;
- Morning crosswalk supervision and crossing assistance on all school days for one hour (45 minutes prior to and 15 minutes after the morning bell);

New Agreement with ACMS (Continued)

- Afternoon crosswalk supervision and crossing assistance on all school days for one hour (15 minutes prior to and 45 minutes after the afternoon bell);
- Maintain adequate reserve personnel in case fill-in guard(s) are needed;
- Provision of crossing guards who are knowledgeable of local traffic laws and school zone signage;
- Supervisory staff to check contractual locations to ensure all contractor employees are in place; and
- A Force Majeure clause, which in the event of an epidemic, among other unfortunate circumstances, prevents the Contractor from recovering damages against the City for any delay in the performance of this Agreement, however caused.

System of Penalties for Absent and/or Tardy Crossing Guards:

The system of fines for tardy or absent crossing guards remain intact and as follows:

Absent/Tardy Personnel:

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

Tardiness Table

Length of Tardiness	Time To Be Deducted From Invoice
6 to 15 Minutes	30 Minutes
16 to 30 Minutes	45 Minutes
31 or More Minutes	60 Minutes (Entire Shift)

Total Costs for New Two-Year Agreement:

Costs for Year One of Agreement (August 25, 2021 – June 10, 2022).

Cost Description	Figures
Not to Exceed Number of Contractual Hours	5,400*
Hourly Cost of Service	\$22.25
Total Not to Exceed Cost	\$120,150.00

* = Overall decrease in hours (.5 hours per day) for a total of 450 hours for FY 2021-22.

Costs for Year Two of Agreement (August 24, 2022 – June 9, 2023).

Cost Description	Figures
Not to Exceed Number of Contractual Hours	5,400**
Hourly Cost of Service	\$23.12
Total Not to Exceed Cost	\$124,848.00

** = Overall decrease in hours (.5 hours per day) for a total of 450 hours for FY 2022-23.

City Council Meeting – August 2, 2021
 Agreement with All City Management Services for School Crossing Guard Services

Total Costs for Full Two-year Agreement (August 25, 2021 – June 9, 2023)

Cost Description	Figures
Not to Exceed Number of Contractual Hours	10,800***
Average Hourly Cost of Service	\$22.685
Total Not to Exceed Cost	\$244,998.00

*** = Overall decrease in hours (.5 hours per day) for a total of 900 hours for FY 2021-22 and 2022-23.

Cost Comparison Table for New Agreement versus Former Agreement with ACMS:

Item Description	FY 2018-19	FY 2019-20	FY 2021-22	FY 2022-23
Per Hour Rate	\$18.40	\$19.79*	\$22.25	\$23.12
Annual Rate	\$115,920.00	124,677.00	120,150.00**	124,848.00***
% Increase (Per Hour)	N/A	7.6	12	4

* = Academic year cut short in March 2020 due to the COVID-19 pandemic.

** = Overall decrease due to .5 hours per day cut in services for a total of 450 hours for FY 2021-22.

*** = Overall decrease due to .5 hours per day cut in services for a total of 450 hours for FY 2022-23.

LEGAL REVIEW

The City Attorney’s office has reviewed Agreement with All City Management Services for School Crossing Guard Services and has approved it to form.

FISCAL IMPACT

In the Fiscal Year 2021-22 budget, funding of \$124,848.00 was included for the School Crossing Guard Program and the appropriation budget was established in the General Fund, Community Services Department, Contract Services line item – 100-510-530.100.

RECOMMENDATION

Staff recommends that the City Council approve a contract service agreement with All City Management Services, Inc. for a term of two years, not to exceed \$244,998.00.

Attachments: Agreement with All City Management Services for School Crossing Guard Services

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
SCHOOL CROSSING GUARD SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 16th day of August, 2021, by and between the City of Lawnsdale, a municipal corporation ("City"), and All City Management Services, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

All City Management Services, Inc.
School Crossing Guard Services
August 25, 2021 - June 9, 2023

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Eighty Five Thousand Eight Hundred Thirty One dollars (\$285,831.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

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

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

All City Mangement Services, Inc.
School Crossing Guard Services
August 25, 2021 - June 9, 2023

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August 25, 2021 and continue in full force and effect until completion of the services no later than June 9, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Baron Farwell, General Manager, is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of

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this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000.00 per occurrence for all covered losses and no less than \$5,000,000.00 general aggregate.

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability will not be required as Contractor is not performing professional services hereunder on behalf of the City.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 **RECORDS AND REPORTS**

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership

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of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

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

7.0 ENFORCEMENT OF AGREEMENT

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

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs,

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

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

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

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

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not

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affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:
All City Management Services, Inc.
a California corporation

By: _____
Name: Baron Farwell
Title: General Manager

By: _____
Name: Demetra Farwell
Title: Corporate Secretary

Address: 10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670

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EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall manage the services to be provided pursuant to this Agreement in accordance with the provisions and parameters established herein:

1. Administration:

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the Crossing Guard Services provided hereunder.

2. Supervision:

Supervision of the day-to-day Crossing Guard Services will be vested in the Contractor. Baron Farwell, Contractor's employee, shall be available to the City by cell phone or in person during all hours in which the Crossing Guard Services are operational in the City. Contractor shall provide supervisory personnel to ensure that Crossing Guard activities are taking place at the required locations and times and in accordance with all terms of this Agreement. In addition, said supervisory personnel shall ensure that all of Contractor's employees are in place at the start of each shift. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location. Absent personnel shall be replaced immediately if there is an absence(s) at any of the crosswalk locations identified in Exhibit "D".

3. Absent/Tardy Personnel:

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

Tardiness Table

Length of Tardiness	Time To Be Deducted From Invoice
6 to 15 Minutes	30 Minutes
16 to 30 Minutes	45 Minutes
31 or More Minutes	60 Minutes (Entire Shift)

4. Training and Safety:

Contractor shall provide personnel properly trained for the performance of all duties as Crossing Guards. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

All Crossing Guards shall wear apparel provided by Contractor which is readily visible and allows them to be easily recognized as Crossing Guards. Such apparel shall be uniform for all persons

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performing duties of a Crossing Guard and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. Contractor shall also provide each Crossing Guard with a hand held "Stop" sign and a safety vest. Visible traffic signs, cones or delineators shall be provided by Contractor and used by Crossing Guard(s) when and where appropriate.

5. Appropriate Behavior:

Each Crossing Guard provided by the Contractor shall at all times meet the following standards:

1. Completion of all required trainings and requirements necessary to perform the duties of a Crossing Guard on or near school grounds and have cleared a "Live Scan" criminal background check; and
2. Act courteous and sensitive to the needs of the students, parents or guardians of students and the general public; be alert, careful and competent in their assigned duties; and
3. Appear neat and clean, and at all times wear Contractor required uniforms and necessary safety gear when performing their duties as a Crossing Guard

Should the City determine that any employee of the Contractor is uncooperative, incompetent, a threat to the safety of persons or property, or not performing crossing guard services in a manner acceptable to the City and consistent with the standards set forth above, City shall give notice of same to Contractor and Contractor shall immediately remove said employee from the schedule for the City and said person may not return to perform any of the services provided to the City. If Contractor removes any employee from a crossing location for any reason, the Contractor shall replace the employee immediately.

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EXHIBIT "B"

SPECIAL REQUIREMENTS

Clause 5.2 (a), Indemnity for Design Professional Liability, is null and void.

Clause 1.8, Environmental Laws, shall be modified as follows:

1.8 Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments.

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions in Exhibit "A":

**Calculations for Year One of Two-Year Agreement for Fiscal Year 2021-22
Regular School Calendar (August 25, 2021 – June 10, 2022) ****

Item	Cost Description	Figures
A1	Number of Hours Per Day at No More Than 10 Crosswalk Locations; However, No Fewer Than 7 Crosswalk Locations***	25
B1	Number of Hours Per Day for California Wage Law	10
C1	Number of Regular School Days	180
D1	Not to Exceed Number of Contractual Hours	6,300
E1	Hourly Cost of Service	\$22.25
F1	Total Not to Exceed Cost	\$140,175.00

**=City will not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods.

***=Number of crosswalks serviced by the Contractor based upon pedestrian crossing statistics reported at each crosswalk location during the first two (2) months for each year of the Agreement. If the number of locations is reduced below 10 in either year, then the number of hours per day, total number of hours, and total not to exceed cost shall be reduced commensurately and an addendum to this Exhibit prepared by City staff with the appropriate figures.

**Calculations for Year Two of Two-Year Agreement for Fiscal Year 2022-23
Regular School Calendar (August 24, 2022 – June 9, 2023) ****

Item	Cost Description	Figures
A2	Number of Hours Per Day at No More Than 10 Crosswalk Locations; However, No Fewer Than 7 Crosswalk Locations***	25
B2	Number of Hours Per Day for California Wage Law	10
C2	Number of Regular School Days	180
D2	Not to Exceed Number of Contractual Hours	6,300
E2	Hourly Cost of Service	\$23.12
F2	Total Not to Exceed Cost	\$145,656.00

**=Actual service dates subject to change based upon the release of academic calendar by the Lawndale Elementary School District for fiscal year 2022/23.

**=City will not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods.

***=Number of crosswalks serviced by the Contractor based upon pedestrian crossing statistics reported a for each crosswalk location mentioned below during the first two (2) months for each year of the Agreement. If the number of locations is reduced below 10, then the number of hours per day, total number of hours, and total not to exceed cost shall be reduced commensurately and an addendum to this Exhibit prepared by City staff with the appropriate figures.

Totals for Two-Year Agreement (August 28, 2018 – June 12, 2020)

Item	Cost Description	Figures
A3	Number of Hours Per Day at No More Than 10 Crosswalk Locations; However, No Fewer Than 7 Crosswalk Locations***	25
B3	Number of Hours Per Day for California Wage Law	10
C3	Number of Regular School Days	360
D3	Not to Exceed Number of Contractual Hours	12,600
E3	Average Hourly Cost of Service	\$22.685
F3	Total Not to Exceed Cost	\$285,831.00

***=Number of crosswalks serviced by the Contractor based upon pedestrian crossing statistics reported for each crosswalk location mentioned below during the first two (2) months for each year of the Agreement. If the number of locations is reduced below 10 in either year, then the number of hours per day, total number of hours, and total not to exceed cost shall be reduced commensurately and an addendum to this Exhibit prepared by City staff with the appropriate figures.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be twenty one (21) months and fifteen (15) days. Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the locations designated below on all days in which designated schools are in session for regular school sessions as determined by the Lawndale Elementary School District at locations within the City of Lawndale's geographical boundaries only.

At no time will Crossing Guard services be provided by the City outside of the City of Lawndale's geographical boundaries, or for summer school sessions, City-observed holidays, or winter and/or spring break sessions, or activities such as such after school or club programs. The Crossing Guard shift times shall be responsive to school bell schedules and student pedestrian patterns.

Morning Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than forty-five (45) minutes prior to the first morning bell of each school served and no less than fifteen (15) minutes after the second morning bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Afternoon Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than fifteen (15) minutes prior to the first after school bell of each school served and no less than sixty (45) minutes after the second after school bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

The times of operation are subject to the bell schedules as determined by the Lawndale Elementary School District during regular school sessions during the term of this Agreement.

Designated Crosswalks:

Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at no more than ten (10) crosswalk locations as designated below. However, the City reserves the right to modify coverage for no fewer than seven (7) designated crosswalk locations from the list provided below during regular school sessions as designated by the Lawndale Elementary School District. The number of crosswalks serviced by the Contractor shall be determined by the City for each year of the Agreement using actual pedestrian crossing statistics provided by the Contractor for each of the 10 (ten) crosswalk locations mentioned below. Such crossing statistics shall be provided by the Contractor for the first two (2) months for each year of the Agreement.

Table of Crosswalks Serviced:

Schools Served	Supervised Crosswalk Locations	Number of Crosswalks Supervised	Crosswalk Directions
William Anderson Elementary/Will Rogers Middle	W. 154 th Street and Prairie Avenue	2	(East/West) (North/South)
William Anderson Elementary/Will Rogers Middle	Marine Avenue and Osage Avenue	1	(North/South)
William Anderson Elementary/Will Rogers Middle	W. 154 th Street and Osage Avenue	1	(North/South)
William Green Elementary	W. 169 th Street and Hawthorne Boulevard	1	(East/West)
Lucille Smith Elementary	W. 147 th Street and Hawthorne Boulevard	1	(East/West)
Jane Addams Middle	Marine Avenue and Firmona Avenue	2	(East/West) (North/South)
Jane Addams Middle	Manhattan Beach Blvd. and Firmona Avenue	2	(East/West) (North/South)
Will Rogers Middle/ William Anderson Elementary	Manhattan Beach Blvd and Freeman Avenue	2	(East/West) (North/South)
Will Rogers Middle/ William Anderson Elementary	Marine Avenue and Freeman Avenue	2	(East/West) (North/South)
Will Rogers Middle/ William Anderson Elementary	Manhattan Beach Blvd. and Prairie Avenue	2	(East/West) (North/South)
Total Number of Locations and Crosswalks Served	10	16	N/A

***=Number of crosswalks serviced by the Contractor will be based upon pedestrian crossing statistics reported at each crosswalk location during the first two (2) months for each year of the Agreement.



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

DATE: August 16, 2021
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 LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: August 16, 2021

TO: Honorable Mayor and City Council

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

SUBJECT: Conference with Labor Negotiator - Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees

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



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

DATE: August 16, 2021

TO: Honorable Mayor and City Council

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

SUBJECT: Conference with Legal Counsel – The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), because there is a significant exposure to litigation in one (1) case.

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