This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

Procedures for Addressing the Council

IN ORDER TO EXPEDITE CITY COUNCIL BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE COUNCIL FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE CITY CLERK PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE COUNCIL IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE COUNCIL.

Duly Posted

RECEIVED
JUL 14 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE
Maria Quinonez
City Clerk

AGENDA
ITEMS ON FILE FOR CONSIDERATION
AT THE REGULAR MEETING OF
THE LYNWOOD CITY COUNCIL
TO BE HELD ON

JULY 19, 2016

COUNCIL CHAMBERS

11330 BULLIS ROAD, LYNWOOD, CA 90262
6:00 P.M.

EDWIN HERNANDEZ
MAYOR

AIDE CASTRO
MAYOR PRO-TEM

SALVADOR ALATORRE
COUNCILMEMBER

MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER

JOSE LUIS SOLACHE
COUNCILMEMBER

CITY MANAGER
J. ARNOLDO BELTRÁN

CITY ATTORNEY
DAVID A. GARCIA

CITY CLERK
MARIA QUINONEZ

CITY TREASURER
GABRIELA CAMACHO

OPENING CEREMONIES

1. CALL TO ORDER

2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

3. ROLL CALL OF COUNCIL MEMBERS

   Salvador Alatorre
   Maria T. Santillan-Beas
   Jose Luis Solache
   Aide Castro
   Edwin Hernandez

4. PLEDGE OF ALLEGIANCE

5. INVOCATION

6. PRESENTATIONS/PROCLAMATIONS
   - Sheriff Captain Carter – Update on Law Enforcement Issues
   - City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).

7. COUNCIL RECESS TO:
   - CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY
   - LYNWOOD UTILITY AUTHORITY

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS WITHIN THE JURISDICTION OF THE COUNCIL AND NOT LISTED ON THE AGENDA. IF AN ITEM IS NOT ON THE AGENDA, THERE SHOULD BE NO SUBSTANTIAL DISCUSSION OF THE ISSUE BY THE COUNCIL, BUT COUNCIL MAY REFER THE MATTER TO STAFF OR SCHEDULE SUBSTANTIVE DISCUSSION FOR A FUTURE MEETING. (The Ralph M. Brown Act, Government Code Section 54954.2 (a).)

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

EDWIN HERNANDEZ, MAYOR
AIDE CASTRO, MAYOR PRO TEM
SALVADOR ALATORRE, COUNCILMEMBER
MARIA T. SANTILLAN-BEAS, COUNCILMEMBER
JOSE LUIS SOLACHE, COUNCILMEMBER

PUBLIC HEARINGS

8. LIFETIME MEDICAL BENEFITS

Comments:

The preparation of the FY 17 Budget compelled a closer examination of a number of items that have material impacts on City operations and the ability of the City to bear the financial burden of said items. In particular, the cost to the City of lifetime medical benefits ("LMBs") stood out as a unique component of the General Fund budget. Presently, LMBs have been determined to impose an unfunded liability of $19.3 million dollars that the City is required to meet over the next 20 years.

The City's consultant, Bartel and Associates ("Bartel"), has determined that the City's contribution to meet its unfunded liability, an amount of $500,000 per year, is far short of the necessary contribution to remain on schedule to meet City obligations to current and future retirees. To fully fund the LMBs, Bartel recommends annual contributions as high as $954,000. Ending LMBs by the end of the current calendar year would mean, according to recent calculations by Bartel, a reduction in the unfunded liability of $6.2 million – from $19.3 million to $13.1 million. The material reduction in the amount of unfunded liability means that the City can meet future obligation to retirees by maintaining contributions at the current level – or possibly experiencing a slight reduction in the annual contributions to fully fund the LMBs. (FIN)

Recommendation:

Staff recommends that the City Council direct staff by adopting the attached resolution: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING

THE ELIMINATION OF LIFETIME MEDICAL BENEFITS FOR CITY EMPLOYEES WHO REMAIN EMPLOYED BY THE CITY AFTER THE CLOSE OF THE CURRENT CALENDAR YEAR (2016) TO EFFECT A REDUCTION IN THE CITY'S UNFUNDED LIABILITY FOR THIS BENEFIT IN AN AMOUNT IN EXCESS OF $6 MILLION DOLLARS, AND DIRECTING STAFF TO PERFORM SUCH TASKS AS NECESSARY TO ACCOMPLISH THE ELIMINATION OF THE LIFETIME MEDICAL BENEFITS IN A TIMELY MANNER".

9. ADOPTION OF THE FY 2016-17 BUDGET

Comments:

On May 25, 2016 and June 20, 2016, the City Council conducted a Budget Workshop to review the FY 17 Department Proposed Budget and to provide staff with input. The Budget Workshop focused on the General Fund. City staff presented on the following:

- FY 16 Year-End Budget Update
- Structural Fiscal Challenges & Issues
- FY 17 Department [Baseline Conditions] Proposed Budget
- Overview of FY 17 Budget – Key Challenges

On June 21, 2016 and July 5, 2016, the City Council conducted a Budget Hearing to adopt the FY 17 City Manager Proposed Budget. The hearings were tabled to be addressed at subsequent meetings of the City Council. (FIN)

Recommendation:

Staff recommends that the City Council and Successor Agency conduct a public hearing, receive a presentation on the proposed Fiscal Year 2016-17 (FY 17) Budget, accept public comments, close the public hearing, and each adopt the respective attached resolutions entitled:

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE FISCAL YEAR 2016-17 BUDGET

- A RESOLUTION OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2016-17 SUCCESSOR AGENCY BUDGET

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE PROPOSED FEE REVISIONS AND ADOPTING THE FY 2016-17 MASTER FEE SCHEDULE

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2016-17 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

CONSENT CALENDAR

All matters listed under the Consent Calendar will be acted upon by one motion affirming the action recommended on the agenda. There will be no separate discussion on these items prior to voting unless members of the Council or staff request specific items to be removed from the Consent Calendar for separate action.

10. APPROVAL OF THE WARRANT REGISTERS

Comments:

City of Lynwood warrant registers dated July 19, 2016 for FY 2015-2016 and FY 2016-2017. (FIN)

Recommendation:

Staff recommends that the City Council approve the warrant registers.

11. APPROVAL OF AGREEMENT WITH THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR WELLHEAD TREATMENT FOR WATER WELL NO. 11

Comments:

Water Well No. 11, one of the five active wells in the City, was built approximately 60 years ago. On April 28, 2016, the Board of Directors of the Water Replenishment District of Southern California (WRD) approved to assist the City through the Safe Drinking Water Program (SDWP). SDWP is a program that assists basin pumpers in sustaining active production from contaminated wells. The WRD Board approved to finance a wellhead treatment system that will consist of a complete granular activated filtration system built within the boundaries of Well No. 11 for a cost not to exceed $800,000. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LYNWOOD AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA (WRD) FOR WELLHEAD TREATMENT FOR WATER WELL NO. 11 AND APPROVING AN APPROPRIATION OF $100,000 TO COVER PROJECT COSTS NOT OTHERWISE COVERED BY THE WRD APPROVED BUDGET."

12. REVIEW OF CHANGE ORDERS ISSUED FOR THE HAM PARK COMMUNITY CENTER PROJECT AND AUTHORIZATION FOR THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE AVAILABLE CONTINGENCY AMOUNT

Comments:

On October 20, 2016, the City Council approved a contract in the amount of $4,650,000 with Cal-City Construction, Inc. for the construction of the Community Center. There has been three Change Orders issued on this project for a total amount of $8,967. Staff anticipates additional change orders to be issued on this project, all within the 5% contingency, but may exceed the City Manager's Authority Limit to approve. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD REVIEWING THE CHANGE ORDERS ISSUED ON THE YVONNE BURKE-JOHN D. HAM PARK

COMMUNITY CENTER PROJECT (CIP NUMBER 4011.67.007) AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE AVAILABLE CONTINGENCY AMOUNT."

13. CALIFORNIA CONSULTING, LLC AGREEMENT

Comments:

On September 3, 2013, the City Council amended the City's prior agreement (Amendment No. 1) with California Consulting, LLC to extend grant writing services for another year at a monthly compensation rate of $3,000. Amendment No. 2 of the consulting services agreement expired on September 3, 2014. On September 2, 2014, Council approved another one year extension to the agreement with California Consulting, LLC at the $3,000 monthly rate ($36,000 total). Amendment No. 3 of the agreement expired on September 2, 2015. On November 24, 2015, Council authorized an extension (Amendment No. 4) to the agreement until June 30, 2016. (FIN)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA CONSULTING, LLC TO PROVIDE GRANT WRITING SERVICES TO THE CITY UNTIL JUNE 30, 2017".

14. FUND APPROPRIATION FOR THE SIDEWALK IMPROVEMENT PROJECT, PROJECT NO. 4011.68.022

Comments:

Every year, the City receives funds from the Los Angeles Metropolitan Transportation Authority (MTA), through the Transportation Development Act (TDA) to fund the planning and construction of bicycle and pedestrian facilities. For the last three years, these funds have been carried over FY 12-13, 13-14, 14-15 to the fiscal year to provide improvements on sidewalks throughout the City.

The Sidewalk Improvement project is listed in the FY 2015-16 Capital Improvement Program. The Notice of Informally Inviting Bids for the project was advertised on April 7, 2016 in the Lynwood Press Wave, Bid America, Dodge Data and on the City's website. The informal bids were received in the office of the City Clerk on Monday, April 25, 2016 at 5:00 P.M. (Pacific Time). (PW)
Recommendation:

Staff recommends that the City Council adopt the following resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING THE CITY MANAGER TO APPROPRIATE $45,000 FROM THE UNAPPROPRIATED TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3 FUNDS TO THE SIDEWALK IMPROVEMENT PROJECT, PROJECT NO. 4011.68.022 AND APPROVING CONTRACT CHANGE ORDER NO. 1, IN AN AMOUNT NOT TO EXCEED $45,000 BETWEEN THE CITY AND KALBAN INC.; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT CHANGE ORDER".

15. APPROVAL OF A CONCEPTUAL DESIGN, FUND APPROPRIATION AND CONTRACT AMENDMENT FOR THE CARLIN AVENUE AND OLANDA STREET, STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017

Comments:

On January 6, 2015, the City Council selected Infrastructure Engineers for the design of Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue and Los Flores Boulevard.

Public Works staff received several complaints from residents regarding unsafe driving behaviors at the intersection of Carlin Avenue and Olanda Street. When vehicles are traveling eastbound on Olanda Street and attempting to make a left turn to head Northwest on Carlin Avenue, drivers tend to drive through the middle of the lane of opposing traffic.

As a result, engineering staff requested from Infrastructure Engineers, the Engineer of Record, for proposed improvements of the intersection of Olanda Street and Carlin Avenue, to develop a design concept to solve these traffic problems.

On June 30, 2016, staff provided the Design Concept the Public Safety, Traffic and Parking Commission members. The commission discussed and approved this design concept as a recommendation to the City Council for their review and approval. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE CONCEPTUAL DESIGN FOR THE CARLIN AVENUE AND OLANDA STREET AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $90,000 FROM THE UNAPPROPRIATED PROP C. FUND TO CARLIN AVENUE AND OLANDA STREET, STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017 AND TO AMEND THE CONTRACT WITH INFRASTRUCTURE ENGINEERS IN THE AMOUNT OF $21,619 TO COVER THE DESIGN COST OF THE INTERSECTION".

16. REQUEST FROM ABANDONED CHILDREN IN NICARAGUA/CENTRAL AMERICAN FOUNDATION TO USE LYNWOOD CITY PARK FOR A CULTURAL FESTIVAL

Comments:

The Abandoned Children in Nicaragua/Central American Foundation (ACN/CAF) has submitted a request to use the soccer fields at Lynwood City Park for two public cultural festivals to be held on Sundays August 7 and 28, 2016. The event will feature cultural food and entertainment with event proceeds being used to pay for event and city costs as well as to support the foundation's community activities. (REC)

Recommendation:

Staff recommends that the City Council review and approve a request from the Abandoned Children in Nicaragua/Central American Foundation to use Lynwood City Park for a Cultural Festival and adopt the attached resolution entitled: ""A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF LYNWOOD CITY PARK FOR A CULTURAL FESTIVAL PRODUCED BY THE ABANDONED CHILDREN OF NICARAGUA/CENTRAL AMERICAN FOUNDATION TO BE HELD ON AUGUST 7 AND 28, 2016."

NEW/OLD BUSINESS

17. RESOLUTION ESTABLISHING THAT THE CITY ATTORNEY'S OFFICE SHALL MANAGE AND SUPERVISE ALL LEGAL AFFAIRS OF THE CITY, INCLUDING ALL SPECIAL LEGAL COUNSEL HIRED BY THE CITY, DETERMINE WHICH COUNSEL SHALL STAFF ALL OF THE CITY RELATED AGENCIES, AND SOLELY PROPOSE DEFENSE COUNSEL, WITH THE APPROVAL OF COUNCIL, TO THE THIRD-PARTY ADMINISTRATOR AND TO THE CITY'S RISK MANAGEMENT AND INSURANCE PROVIDER

Comments:

For economy, efficiency, and streamlining purposes, Council should consider consolidating the supervision of the legal affairs of the City.

Every general law city in California may appoint an attorney to be its legal advisor. See Govt. Code Section 36505 (providing that a city may appoint a city attorney and other subordinate officers). (CA)

Recommendation:

Staff respectfully recommends that the Lynwood City Council adopt a resolution entitled: Establishing that the City Attorney's Office Shall Manage and Supervise all Legal Affairs of the City, Including All Special Legal Counsel Hired by the City, Determine which Counsel, With the Approval of Council, Shall Staff All of the City Related Agencies, and Solely Propose Defense Counsel to the Third-Party Administrator and to the Risk Management and Insurance Provider

18. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTION 6-3.10 OF THE LYNWOOD MUNICIPAL CODE ON PURCHASING AUTHORITY LIMITS AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

Comments:

It is evident that future General Fund revenue is no longer sufficient to maintain minimum staff and service levels. Based on FY 17 anticipated revenue and proposed expenditures, the City will face a $2.9 million deficit.

The City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services.

Therefore, the City must curb spending, and will benefit by adjusting in a more narrow fashion the spending authority set forth in Section 6-3.10 of the Lynwood Municipal Code.

This Ordinance is declared by the City Council to be an urgency measure necessary for the immediate preservation of the public peace, health or safety. The normal time frame between approval of an ordinance and the effective date of an ordinance is approximately 45 days. An urgency ordinance is necessary in order to amend the spending capacity of the City, and also to communicate to staff and to the public the urgent need to decrease expenditures. (CA)

Recommendation:

Staff recommends that the City Council waive reading, read by title only and introduce the following ordinance, entitled: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTIONS 6-3.10 ON

PURCHASING AUTHORITY LIMITS" AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

19. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTION 6-3.10 OF THE LYNWOOD MUNICIPAL CODE ON PURCHASING AUTHORITY LIMITS AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

Comments:

It is evident that future General Fund revenue is no longer sufficient to maintain minimum staff and service levels. Based on FY 17 anticipated revenue and proposed expenditures, the City will face a $2.9 million deficit.

The City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services.

Therefore, the City must curb spending, and will benefit by adjusting in a more narrow fashion the spending authority set forth in Section 6-3.10 of the Lynwood Municipal Code. (CA)

Recommendation:

Staff recommends that the City Council Staff waive reading, read by title only and introduce the following ordinance, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTIONS 6-3.10 ON PURCHASING AUTHORITY LIMITS, AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

20. REQUEST TO APPROVE A RESOLUTION EXPRESSING THE COUNCIL'S INTENT TO PRIORITIZE SPENDING OF THE PROPOSED 2016 TRANSACTIONS AND USE TAX (TUT) REVENUE FOR INFRASTRUCTURE FUNDING, SAFETY PURPOSES, AND PARKS AND RECREATION PROGRAMS

Comments:

Members of the public have consistently expressed a desire for more services to achieve a safer, better Lynwood. The City currently has a revenue problem. Crime prevention, public safety, economic development, and street and sidewalk repair all contribute to safe, clean neighborhoods. These and other critical public services all have been adversely impacted by inadequate funding. Based on community concern, a set of funding priorities has been identified. Increased funding for public safety has been identified as a high priority.

As one of the steps toward the latter goal, the City Council has directed staff to prepare a resolution to place the One Cent Transactions and Use Tax measure on the November 2016 election ballot ("2016 TUT"). (CA)

Recommendation:

Staff respectfully recommends that the Lynwood City Council adopt a resolution entitled: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LYNWOOD EXPRESSING ITS INTENT TO PRIORITIZE SPENDING OF THE PROPOSED 2016 TRANSACTIONS AND USE TAX (TUT) REVENUE FOR INFRASTRUCTURE FUNDING, SAFETY PURPOSES, AND PARKS AND RECREATION PROGRAMS

21. CITIZENS' TRANSACTIONS AND USE TAX COMMITTEE

Comments:

The Lynwood City Council is considering calling for a ballot measure establishing the 1 cent sales tax contingent upon voter consideration and approval at the November 8, 2016, election. The Lynwood City Council seeks to clarify the intent of authorizing the formation of a Citizen's Transactions and Use Tax Committee.

A key component in the City's commitment leading up to the ballot measure is the promise of an effective citizen's oversight committee. (CA)

Recommendation:

Staff recommends that the City Council adopt the following resolution: A RESOLUTION ESTABLISHING AN INDEPENDENT TRANSACTIONS AND USE TAX CITIZENS' ADVISORY COMMITTEE.

22. FISCAL CONTROL MEASURE: HIRING FREEZE

Comments:

The City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services. Accordingly, in another effort to control costs and to balance the budget, until the City receives new revenue, the City Council should freeze all hiring and should not fill any new, vacant full-time, or permanent budgeted positions, unless a change to this resolution is approved by a 4/5 vote of Council. (CA)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD IMPOSING A HIRING FREEZE AND MAINTAINING ALL CURRENT VACANCIES UNFILLED FOR FY16-17, UNLESS THIS RESOLUTION IS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

23. RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF LYNWOOD DECLARING A STATE OF FISCAL EMERGENCY AND PLACING A PENNY BALLOT INITIATIVE AND "RAINY DAY" FUND MEASURE BEFORE THE VOTERS OF THE CITY OF LYNWOOD

Comments:

On July 7, 2015, the City Council adopted the FY 2015-16 Citywide Budget (Resolution No. 2015.108). The FY 2015-16 General Fund Budget included expenditures in the amount of $27.9 million offset by $27.5 million in projected revenues and $0.4 million in reserves. Based on the projected revenues and proposed expenditures, it was anticipated that the General Fund would end FY 16 with $2.86 million in reserves.

Based on the City's minimum reserve level policy [10% of the City's Operating Budget], which is $2.8 million for FY 16, no additional reserves are available for use.

In order to contend to unavoidable operational increases, the City Council is now considering a sales tax increase to support increased operations costs and avoid large-scale cuts to vital services we provide to our community in future fiscal years. This is the only real viable option to deal with projected deficits and still provide quality service levels.

Without a new, guaranteed source of revenue for the General Fund, future cuts to essential City services will be made. (CM/FIN)

Recommendation:

Staff recommends that the City Council adopt the attached resolutions entitled:

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOODUNANIMOUSLY DECLARING A FISCAL EMERGENCY IN THE CITY OF LYNWOOD
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE SUBMISSION TO THE VOTERS OF A QUESTION RELATING TO THE ESTABLISHMENT OF A TRANSACTIONS AND USE TAX AND "RAINY DAY FUND" TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL PRESIDENTIAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE FORM OF THE ORDINANCE TO BE SUBMITTED TO THE VOTERS

24. APPROVAL OF BOND COUNSEL AND BOND UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE

Comments:

Requests for Qualifications were sent to ten (10) bond counsel firms and thirteen (13) bond underwriter firms. After careful consideration of the responses received, three (3) bond counsel firms and four (4) bond underwriter firms selected for in-person interviews. All firms interviewed demonstrated good knowledge of the City and Lynwood Utility Authority, and showed that they would each be capable of assisting the City and Authority with the proposed bond refinancing as well as any subsequent bond financing where their services might be needed. Upon deliberation, the interview panel concluded that Nossaman LLP and Ramirez & Co. stood out from the group and should be selected as bond counsel and bond underwriter, respectively. (FIN)

Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority adopt the attached resolutions entitled:

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

25. AGREEMENT WITH INFRASTRUCTURE ENGINEERS FOR PROFESSIONAL PLAN CHECK AND BUILDING INSPECTION SERVICES

Comments:

The agreement between the City of Lynwood ("City") and Infrastructure Engineers, ("IE") was approved by City Council on August 5, 2014 via Resolution No. 2014.134. The agreement authorizes IE to provide professional Plan Check and Building Inspection Services to the City. The agreement commenced on August 5, 2014 and is set to terminate on August 5, 2016.

At the regular meeting of the Lynwood City Council on June 21, 2016, staff introduced a contract extension for a term of 10 months and an expiration date of June 30, 2017 and a maximum contract amount of $233,000. Council directed staff to bring back a proposed agreement between the City and Infrastructure Engineers (IE) for a two (2) year term and with an hourly plan check rate of $89 for the first year and a reduced plan check rate for the second year.

Staff met with IE, and IE agreed to charge the current plan check rate of $89 from August 5, 2016 to August 5, 2017 and $87 from August 6, 2017 to August 5, 2018. (DCE)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING A CONTRACT WITH INFRASTRUCTURE ENGINEERS FOR PROFESSIONAL PLAN CHECK AND BUILDING INSPECTION SERVICES AND FOR THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT IN A FORM APPROVED BY THE CITY ATTORNEY THROUGH AUGUST 5, 2018 AND FOR A NOT TO EXCEED AMOUNT OF $465,000".

CLOSED SESSION

26. CLOSED SESSION ITEMS

A. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Haydee M. Sainz, Director of Human Resources and Risk Management

Employee Organization: LEA/AFSCME Local1920
LEMG (Lynwood Employees Management Group)

B. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: CalTrans No. 058166-01-01

Agency Negotiator: J. Arnoldo Beltrán, City Manager

Negotiating Parties: CalTrans

Under Negotiation: Price and terms

C. With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code section 54956.9)

1. Name of Case: Ledesma v. City of Lynwood, Case No. BC566051

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON AUGUST 2, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Amanda Hall, Finance Director

SUBJECT: Lifetime Medical Benefits

Recommendation:

Staff recommends that the City Council direct staff by adopting the attached resolution:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE ELIMINATION OF LIFETIME MEDICAL BENEFITS FOR CITY EMPLOYEES WHO REMAIN EMPLOYED BY THE CITY AFTER THE CLOSE OF THE CURRENT CALENDAR YEAR (2016) TO EFFECT A REDUCTION IN THE CITY'S UNFUNDED LIABILITY FOR THIS BENEFIT IN AN AMOUNT IN EXCESS OF $6 MILLION DOLLARS, AND DIRECTING STAFF TO PERFORM SUCH TASKS AS NECESSARY TO ACCOMPLISH THE ELIMINATION OF THE LIFETIME MEDICAL BENEFITS IN A TIMELY MANNER"

Background:

The preparation of the FY 17 Budget compelled a closer examination of a number of items that have material impacts on City operations and the ability of the City to bear the financial burden of said items. In particular, the cost to the City of lifetime medical benefits ("LMBs") stood out as a unique component of the General Fund budget. Presently, LMBs have been determined to impose an unfunded liability of $19.3 million dollars that the City is required to meet over the next 20 years.

The City's consultant, Bartel and Associates ("Bartel"), has determined that the City's contribution to meet its unfunded liability, an amount of $500,000 per year, is far short of the necessary contribution to remain on schedule to meet City obligations to current and future retirees. To fully fund the LMBs, Bartel recommends annual contributions as high as $954,000. Ending LMBs by the end of the current calendar year would mean, according to recent calculations by Bartel, a reduction in the unfunded liability of $6.2 million – from $19.3 million to $13.1 million. The material reduction in the amount of unfunded liability means that the City can meet future obligation to retirees by maintaining

AGENDA ITEM 8

contributions at the current level – or possibly experiencing a slight reduction in the annual contributions to fully fund the LMBs.

Discussion and Analysis:

At the June 20, 2016 Budget Workshop and June 21, 2106 Budget Hearing, staff presented the proposed elimination of Lifetime Medical Benefits.

The City contracted with Bartel and Associates, LLP ("Bartel") to perform a special actuarial study to determine cost savings for the elimination of Lifetime Medical Benefits. Bartel used data from the last actuarial report dated September 18, 2014. The actuarial report shows a total unfunded liability for other post-employment benefits ("OPEB") in the amount of $19.3 million.

The FY 17 City Manager Proposed Budget includes $500,000 for its annual contribution (paid from the Self-Insurance Fund) to prefund lifetime medical, dental, vision, and life insurance benefits for the City's future retirees. Based on the recommended contribution amounts (per Bartel), $500,000 is not enough to fully fund the City's projected liability ($19.3 million).

Fiscal Impact:

Bartel's actuarial study dated June 27, 2016 (based on June 30, 2013 data) shows that the total OPEB liability would decrease by $6.2 million, from $19.3 million to $13.1 million, if lifetime medical benefits were to end on July 1, 2016. If the City were to eliminate lifetime medical benefits at a later date (i.e. December 31, 2016), the projected decrease to the OPEB liability ($6.2 million) could be lower. This is due to the potential increase in the number retirees. Per Bartel, the difference in the amount of savings (based on effective date of the elimination of lifetime medical benefits) is not expected to be significant.

Although the OPEB contribution is paid from the Self-Insurance Fund, it is important to note that all funds contribute to the Self-Insurance Fund. Taking into account the structural deficit in the General Fund as well as deficits in several Special Funds (i.e. Landscape Maintenance Assessment District Fund, Gas Tax Fund, and Litter Abatement Fund) and Enterprise Funds (i.e. Water Fund, Sewer Fund), $6.2 million is a significant amount of cost savings.

To fully fund the OPEB liability, Bartel recommends annual contributions as high as $954,000. With a lower OPEB liability ($13.8 million), the required contribution would be at or closer to the current budgeted contribution amount ($500,000). As such, staff strongly urges Council to consider the elimination of lifetime medical benefits effective December 31, 2016.

Coordinated With:

City Manager's Office
Human Resources Department

Attachment:

Bartel and Associates OPEB Actuarial Report
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE ELIMINATION OF LIFETIME MEDICAL BENEFITS FOR CITY EMPLOYEES WHO REMAIN EMPLOYED BY THE CITY AFTER THE CLOSE OF THE CURRENT CALENDAR YEAR (2016) TO EFFECT A REDUCTION IN THE CITY'S UNFUNDED LIABILITY FOR THIS BENEFIT IN AN AMOUNT IN EXCESS OF $6 MILLION DOLLARS, AND DIRECTING STAFF TO PERFORM SUCH TASKS AS NECESSARY TO ACCOMPLISH THE ELIMINATION OF THE LIFETIME MEDICAL BENEFITS IN A TIMELY MANNER

WHEREAS, the preparation of the FY 17 Budget compelled a closer examination of a number of items that have material impacts on City operations and the ability of the City to bear the financial burden of said items. In particular, the cost to the City of lifetime medical benefits ("LMBs") stood out as a unique component of the General Fund budget; and

WHEREAS, presently, LMBs have been determined to impose an unfunded liability of $19.3 million dollars that the City is required to meet over the next 20 years; and

WHEREAS, the City's consultant, Bartel and Associates ("Bartel"), has determined that the City's contribution to meet its unfunded liability, an amount of $500,000 per year, is far short of the necessary contribution to remain on schedule to meet City obligations to current and future retirees; and

WHEREAS, to fully fund the LMBs, Bartel recommends annual contributions as high as $954,000; and

WHEREAS, ending LMBs by the end of the current calendar year would mean, according to recent calculations by Bartel, a reduction in the unfunded liability of $6.2 million – from $19.3 million to $13.1 million; and

WHEREAS, The material reduction in the amount of unfunded liability means that the City can meet future obligation to retirees by maintaining contributions at the current level – or possibly experiencing a slight reduction in the annual contributions to fully fund the LMBs.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council hereby eliminates lifetime medical benefits for City employees who remain employed by the City after December 31, 2016.

Section 2. The City Council authorizes the City Manager to perform such tasks as necessary to accomplish the elimination of the lifetime medical benefits by December 31, 2016.

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 19th day of July 2016.

_____
Edwin Hernandez, Mayor

ATTEST:

_____
Maria Quinonez
City Clerk

_____
Amanda Hall
Finance Director

APPROVED AS TO FORM:

_____
David A. Garcia
City Attorney

BARTEL ASSOCIATES, LLC

CITY OF LYNWOOD
RETIREE HEALTHCARE PLAN

June 30, 2013 GASB 45 Actuarial Valuation
Alternative Benefits

Presented by **John E. Bartel, President**
Prepared by Bianca Lin, Assistant Vice President
Wai Man Yam, Actuarial Analyst
Bartel Associates, LLC

June 27, 2016

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BENEFIT SUMMARY

	Management	LEA	Safety
■ Eligibility	• Retire directly from City under CalPERS • Service (age 50 and 5 years of service) or disability retirement • 5 years of City service for dental, vision and life insurance benefits		
■ Medical Benefit	• City contributes up to a cap: ➢DOH < 1/1/12: Kaiser LA Family Premium: - 2013: $1,306.24 - 2014: 1,408.65 ➢DOH ≥ 1/1/12: PEMHCA min: - 2013: $115 - 2014: 119	• City contributes up to a cap: ➢DOH < 1/1/09: Kaiser So. CA Family Premium - 2013: $1,453.27 - 2014: 1,567.25 ➢DOH ≥ 1/1/09: PEMHCA min	• No actives: ➢Fire (Police) service contracted out to LA County Fire (Sheriff) at 10/31/00 (7/1/77) ➢22 Fire Retirees: $400 per month ➢4[1] Police Retirees: Same benefits as Management/LEA

[1] Includes 1 Police survivor over 65 and waived who was not in the 2011 valuation data.

BENEFIT SUMMARY

	Management	LEA	Safety
■ Dental & Vision Benefit	• DOH < 1/1/09: 100% Family Premium • DOH ≥ 1/1/09: 80% Family Premium • DOH ≥ 1/1/12: None	• DOH < 1/1/11: 100% Family Premium • DOH ≥ 1/1/11: None	• None
■ Life Insurance Benefit	• DOH < 1/1/12 ➢Age < 70: DOR / Dept. Head / Others < 3/1/03: $15,000 / $10,000 ≥ 3/1/03: 50,000 / 50,000 ➢Age 70-74: 65% of pre-70 coverage ➢Age ≥ 75: 50% of pre-70 coverage • DOH ≥ 1/1/12: None	• DOH < 1/1/11 ➢Age < 70: DOR / Coverage < 4/1/03: $10,000 4/1/03-7/1/08: 20,000 ≥ 7/1/08: 50,000 ➢Age 70-74: 65% of pre-70 coverage ➢Age > 75: 50% of pre-70 coverage • DOH ≥ 1/1/11: None	• None

BENEFIT SUMMARY

	Management	LEA	Safety
■ Surviving Spouse Benefit	• Benefit continues to surviving spouse after retiree death except for life insurance benefit		

■ Pay-As-You-Go[2]

Fiscal Year	Health	Dental	Vision	Life	Total
2012/13	$549,364	$45,329	$9,230	$5,651	$609,574
2011/12	507,493	39,419	9,056	5,072	561,039
2010/11	492,863	37,594	7,967	4,592	543,015
2009/10	451,184	31,660	7,158	4,143	494,145
2008/09	468,059	29,563	6,747	4,034	508,403
2007/08	444,651	29,125	5,651	3,687	483,114
2006/07	427,769	23,612	5,289	3,031	459,701

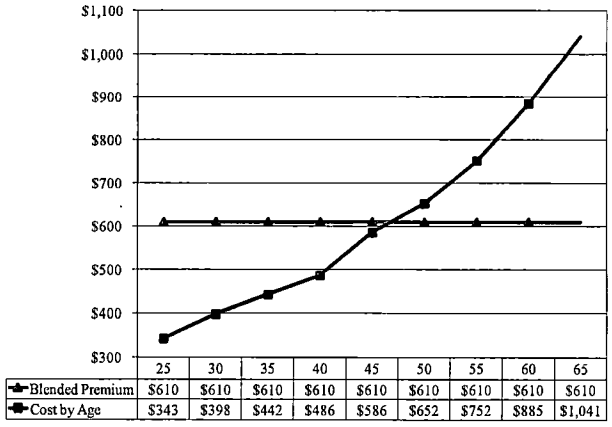
[2] City's actual payments excluding administrative fees.

BENEFIT SUMMARY

■ Implied Subsidy

■ Background

- For PEMHCA, employer cost for allowing retirees to participate at active rates.



- GASB 45 defers to actuarial standards of practice.
- Actuarial Standards of Practice No. 6[3] (ASOP 6) allows community rated plans to value their liability using premiums, resulting in no implied subsidy.
- Valuation does not include an implied subsidy for PEMHCA.

BENEFIT SUMMARY

	Management	LEA	Safety
■ Implied Subsidy (Cont.)	■ In April 2012, Actuarial Standards Board released Exposure Draft for ASOP 6: • Would require implied subsidy valued for community rated plans such as PEMHCA. • Timing: ➢ First Exposure Draft issued April 2012 (July 15, 2012 comment deadline) ➢ Second Exposure Draft issued March 2013 (August 30, 2013 comment deadline) ➢ Current draft calls for effective date 1 year after final statement adopted with earlier implementation encouraged ■ Implied Subsidy impact depends on a number of factors including: • CalPERS provided information • Miscellaneous/Safety mix • Active/retiree proportions • Level of pre-funding		

[3] Measuring Retiree Group Benefits Obligations and Determining Retiree Group Benefits Plan Costs or Contributions.

DATA SUMMARY

Participant Statistics

	6/30/09	6/30/11	6/30/13
■ Actives			
• Count	196	181	153
• Average Age	44.2	44.1	44.9
• Average City Service	10.2	11.2	13.2
• Average CalPERS Service	11.2	12.3	14.1
• Average PERSable Pay	$ 53,842	$ 55,553	$ 53,736[4]
• Total PERSable Payroll (000's)	9,340	9,245	7,472[4]
■ Retirees			
• Count < 65	24	28	30
• Count ≥ 65	58	63	74
• Total Count	82	91	104
• Average Age	69.5	69.7	70.3
• Average Retirement Age			
➢ Service	59.4	59.4	59.5
➢ Disability	47.0	49.3	49.1

[4] Annualized from 6/9/13 to 6/22/13 biweekly pay and increased by ½ year salary to FY 2013/14.

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Valuation Date	■ June 30, 2013 ■ 2013/14 & 2014/15 ARCs
■ Funding Policy	■ Phase in to full ARC over 10 year period ■ Pay-go plus percent of difference between ARC and Pay-go 2011/12: 10% 2012/13: 20% 2013/14: 30% 2014/15: 40% 2015/16: 50% 2016/17: 60% 2017/18: 70% 2018/19: 80% 2019/20: 90% 2020/21+ 100% (full ARC)

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Discount Rate	■ Select & ultimate discount rates based on funding policy: 2011/12 4.55% 2012/13 4.85% 2013/14 5.15% 2014/15 5.45% 2015/16 5.75% 2016/17 6.05% 2017/18 6.35% ↓ ↓ 2020/21+ 7.25%

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Healthcare Trend	Increase from Prior Year Year / Non-Medicare / Medicare 2011: n/a 2012: n/a 2013: Actual Premiums 2014: Actual Premiums 2015: 8.0% / 8.3% 2016: 7.5% / 7.8% ↓ ↓ ↓ 2021+: 5.0% / 5.0%
■ PEMHCA Administration Fee	■ Included in valuation

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Service Retirement	■ CalPERS 1997-2007 Experience Study Hire Date / Benefit / CalPERS Hire Age / ERA < 1/1/13: 3%@60 / 30.6 / 57.8 ≥ 1/1/13 Classic: 3%@60 / 44.4 / 59.6 New: 2%@62 / 25.1 / 59.9
■ Participation at Retirement	■ Medical: • Full benefit: 100% • PEMHCA min. only: 50% ■ Dental: 55% ■ Vision: 60% ■ Life: 60%

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Medical Plan at Retirement	■ Future retirees: coverage based on table below Medical Plan / Pre-65 / Post-65 Blue Shield / 25% / 25% Kaiser / 40% / 35% PERS Choice / 15% / 20% PERSCare / 20% / 20% ■ Current retirees: • Pre-65: coverage based on table above • Post-65: same as current
■ Others	■ Same as in the June 30, 2013 valuation dated 9/19/14

ASSUMPTIONS

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ALTERNATIVE BENEFITS

- Alternative OPEB Benefits for Medical
  - Current Tier 1[5] actives: $300/mo for Medical in addition to PEMHCA minimum
  - Current Tier 2[6] actives: No change. Remains at PEMHCA minimum
  - Current retirees: No change
  - No change to Dental, Vision and Life Insurance benefits
- Analysis based on June 30, 2013 valuation data
- Assumes Alternative Benefit effective July 1, 2016
  - Employee retired before assumed effective date will have no benefit change.

[5] Includes Management employees hired before 1/1/12 and LEA employees hired before 1/1/09
[6] Includes Management employees hired after 1/1/12 and LEA employees hired after 1/1/09

ALTERNATIVE BENEFITS

June 30, 2013 Valuation
(Amounts in 000's)

	Current	Alternative
■ **Ultimate Discount Rate**	7.25%	7.25%
■ **Actuarial Accrued Liability @ 6/30/13**		
• Actives	11,576	5,324
• Retirees	8,549	8,549
• Total	20,125	13,873
■ **Actuarial Value of Assets**	823	823
■ **Unfunded AAL**	19,302	13,050
■ **Projected Payroll**	7,472	7,472
■ **2013/14 ARC**		
• Normal Cost	774	298
• UAAL Amortization[7]	1,209	771
• Total	1,983	1,069
■ **2013/14 ARC - %**	26.5%	14.3%

[7] Actuarial liability decrease due to plan changes was amortized over 20 years.

ALTERNATIVE BENEFITS

- Comments:
  - The impact of alternative benefits may be different if more current data were used.
  - If the City negotiates a later effective date (after July 1, 2016), there may be more retirees during that period and it will results in less of a liability decrease.

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council
Honorable Mayor and Members of the City Council as the Successor Agency of the Lynwood Redevelopment Agency

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Amanda Hall, Finance Director
Delania G. Whitaker, Financial Analyst

SUBJECT: Adoption of the FY 2016-17 Budget

Recommendation:

Staff recommends that the City Council and Successor Agency reopen a public hearing, receive a presentation on the proposed Fiscal Year 2016-17 (FY 17) Budget, accept public comments, close the public hearing, and each adopt the respective attached resolutions entitled:

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE FISCAL YEAR 2016-17 BUDGET
- A RESOLUTION OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2016-17 SUCCESSOR AGENCY BUDGET
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE PROPOSED FEE REVISIONS AND ADOPTING THE FY 2016-17 MASTER FEE SCHEDULE
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2016-17 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

AGENDA ITEM 9

Background:

On May 25, 2016 and June 20, 2016, the City Council conducted a Budget Workshop to review the FY 17 Department Proposed Budget and to provide staff with input. The Budget Workshop focused on the General Fund. City staff presented on the following:

- FY 16 Year-End Budget Update
- Structural Fiscal Challenges & Issues
- FY 17 Department [Baseline Conditions] Proposed Budget
- Overview of FY 17 Budget – Key Challenges

At the June 20 Budget Workshop and June 21 Budget Hearing, the City Council recommended several amendments to the FY 17 City Manager Proposed Budget. All recommended actions are listed below:

- Eliminate Travel & Meetings Budget for Mayor Pro Tem Castro, Councilmember Solache, Councilmember Santillan-Beas, and Councilmember Alatorre (for FY 17) [$12,000 General Fund]
- Eliminate Cash-in-Lieu Benefit for Councilmember Solache (for FY 17) [$6,000 Fund]
- Provide a list of consultants (in conjunction with unions) providing services to the City that could be considered employee work. Prepare analysis comparing consultant vs. employee (salary and benefits) cost. Identify potential cost savings.
- Shift Management of LA County Sheriff and Fire Contracts from the Assistant City Manager to the City Manager
- Shift Management of the Crossing Guards Contract from the Director of Public Relations to the Public Safety Manager
- Work with Lynwood Unified School District to Pay Half of the Crossing Guards Contract [$95,004 Traffic Safety Fund]
- Eliminate Proposed Assistant City Manager Position [$117,311 General Fund; $78,305 Other Funds]
- Move Chief Deputy Clerk, License, Records & Risk Officer (Proposed Reclass of Executive Assistant to the City Clerk) from the City Clerk's Office to Another Department
- Provide Breakout of Salary and Benefits for Proposed Staffing/Classification Changes Including Layoffs, Elimination of Vacant Positions, Addition of Positions, and Transfers
- Do Not Eliminate Information Systems Technician Position [$33,074 General Fund; $33,075 Other Funds]
- Eliminate CA Consulting Contract [$36,000]
- Revenue Enhancements
    - Increase Fines for Construction Violators
    - Begin Scheduling for Ham Park Community Center Rentals

- Senior Center – Establish Annual Membership Fee; Explore Partnership with AARP
- Reestablish Trolley Advertising
- Water Tower Advertising
- Increase Filming Fees
- Corporate Sponsorships for Special Events (i.e. Candy Cane Lane Parade, Fourth of July)
- Contact Board of Equalization for Sales Tax Audit

The budget hearing was continued to July 5, 2016. The July 5, 2016 budget includes the following changes (from the June 21, 2016 Budget Hearing):

Fiscal Impact Items

- Reclass of Executive Assistant to the City Clerk to Chief Deputy Clerk
- Eliminate Upgrade of Vacant Deputy City Clerk Position
- Eliminate Proposed Assistant City Manager Position
- Add Deputy Director of Support Services
- Does Not Include Elimination of Information Systems Technician Position
- Elimination of Vacated Public Relations Director Position
- Reclass of Administrative Analyst III to Public Works Operations Manager
- Freeze Salary and Benefits for Vacant Deputy City Clerk Position (for FY 17)

Items with No Fiscal Impact

- Shift of Technology & Media Support Services Staff to the City Manager's Office
- Shift Management of Crossing Guards Contract from the Director of Public Relations to the Public Safety Manager
- Reclass of Interim Director of Technology Information to Information Systems Manager

At the July 5, 2016 Budget Hearing, the Adoption of the FY 2016-17 Budget was tabled until July 19, 2016 for Council consideration.

Discussion & Analysis:

FY 16 General Fund Year-End Performance

On May 25, 2016, staff presented an update on the FY 16 General Fund year-end performance. On June 1, 2016, the City received a total of $623,799 from Los Angeles County for return of Pension Tax Override ($506,073), RDA Asset Distribution ($74,593) and City Pass Through Payments ($43,132). In addition, on June 15, 2016, the City received $42,582 from LA County for the Other Funds and Accounts Distribution (Asset Sale/Encumbered Money Fund Allocation & Distribution). This will reduce the projected deficit ($1,078,454) to $412,073 and increase the General Fund ending balance to $3,638,130. See table below.

TABLE 1 FY 16 GENERAL FUND YEAR-END PERFORMANCE		
	FY 16 Year-End Results as of May 25, 2016	**FY 16 Year-End Results as of June 20, 2016**
Revenue	$27,565,512	$28,231,893
Expenditures	($28,643,966)	($28,643,966)
Projected Deficit	($1,078,454)	($412,073)
Beginning Balance	$4,050,203	$4,050,203
Ending Balance	$2,971,479	$3,638,130
Fund Balance Needed to Meet Reserve Policy	$2,864,396	$2,864,396

FY 17 Proposed Budget Overview

On May 25, 2016, staff presented an overview of the FY 17 Department Proposed budget. See table below.

TABLE 2 FY 17 DEPARTMENT PROPOSED GENERAL FUND BUDGET	
	FY 17 Department Proposed Budget
Revenue	$27,888,625
Expenditures	$30,775,784
Projected Deficit	($2,887,159)
Beginning Balance	$3,638,130
Ending Balance	$750,971
Fund Balance Needed to Meet Reserve Policy	$3,077,578

Budget Recommendations

Staff is making several budget recommendations which include the following:

- Staffing/Classification Changes Including Layoffs, Elimination of Vacant Positions, Addition of Positions, and Transfers
- Adjust L.A. County Sheriff Contract to Retain 2 Deputies in Current Classification
- Shift of Salaries and Benefits to Redevelopment Property Tax Trust Fund
- Defer Hiring of Certain Vacant Positions
- Unclaimed Refundable Deposits from 2000 through 2009
- Reduce Legislative Advocacy Group Contract (from $5,000/Month to $3,000/Month)
- Reduce Operational Budget
- Eliminate Lifetime Medical Benefits Effective at December 31, 2016 (Separately Agendized)

The above recommendations include shared sacrifice across all departments. Budget recommendations include reductions to staffing and service levels. By approving the above recommendations, the City will eliminate the projected $2.9 million deficit and meet the 10% General Fund Reserve Policy.

Changes from the Budget Material presented at the July 5, 2016 include the following:

- Color coding of all proposed personnel changes: (1) elimination of filled positions [red], (2) elimination of vacant positions [green], (3) transfers [yellow], (4) reclasses/upgrades [blue], and (5) addition of positions [orange]
- Does not include reclass for Executive Assistant to City Clerk to Chief Deputy Clerk
- Does not include freezing of salary and benefits for Vacant Deputy City Clerk
- Includes an upgrade for Vacant Deputy City Clerk (increase of base salary from $37,505 to $45,000)
- Includes transfer of Executive Assistant to the City Clerk from the City Clerk's Office to the City Manager's Office **(Staff Recommends Retention of Current Staffing Plan for the City Clerk's Office for Bullets Two through Four)**
- Does not include addition of Deputy Director of Support Services
- Reduces base salary for Vacant Director of Development, Compliance & Enforcement Services (from $144,000 to $135,000)
- Assumes November 1 (vs January 1) hire date for Vacant Director of Development, Compliance & Enforcement Services
- Includes elimination of 1 (vs 3) Part-Time Parking Enforcement Officers
- Does not include addition of Lead Account Clerk
- Does not include elimination of Account Clerk
- Does not include addition of Assistant Utility Services Manager, Public Works Operations Manager, Lead Custodian, and Part-Time Custodian
- Does not include reclass of Facility & Program Supervisor to Recreation Superintendent II
- Does not include reclass of Administrative Analyst III to Public Works Operations Manager
- Does not include elimination of Billing/Collections Supervisor
- Does not include reclass of Accounting/Auditing Supervisor to Finance Supervisor
- Assumes October 1 (vs September 1) separation date for elimination of filled positions
- Does not include reclass of Interim Director of Technology & Media Support Services to Information Systems Manager
- Does not include elimination of CA Consulting Contract
- Reduces Legislative Advocacy Group Contract from $5,000/month to $3,000/month
- Includes elimination of Bateman Renovation Budget

Deficit Funds

For FY 17, staff projects operating deficits in the Gas Tax Fund, Landscape Maintenance Assessment District Fund, Garage Fund, and the Litter Abatement Fund. The operating deficit in the Gas Tax Fund is due to transfers out the Traffic Safety Fund for operational expenses. The operating deficit in the Landscape Maintenance Assessment District Fund is due to the fact that proposed expenditures exceed revenue. The operating deficit in the Litter Abatement Fund is due to loss of Livable Environmental Services Fee revenue

for commercial waste hauler accounts billed by WRI, NES Street Sweeping contract CPI increase, and increase in salaries and benefits. The FY 17 Department Proposed Budget (as of May 25, 2016) included a combined deficit of $2.9 million for the following funds: Landscape Maintenance Assessment District Fund, Litter Abatement Fund, Gas Tax Fund, and Garage Fund.

The FY 17 City Manager's Proposed Budget (as of July 5, 2016) includes various operational budget reductions for a combined deficit of $1.5 million for the following funds: Lighting Assessment District Fund, Landscape Maintenance Assessment District Fund, Litter Abatement Fund, Gas Tax Fund, and Garage Fund. These funds are used for the City's Ground, Graffiti, Street, and Right of Way Divisions.

To eliminate the remaining $1.5 million, staff recommends the following:

- Increase Rates for Landscape and Lighting Assessment Districts
- Require WRI to Bill Livable Environmental Fees for Commercial Accounts
- Direct Staff to Provide a List of Cuts in the Amount of $782K

	FY 17 Department Proposed	**FY 17 City Manager Proposed**
Lighting Assessment District Fund	$9,459	$ -
Landscape Maintenance Assessment District Fund	(606,565)	(394,940)
Litter Abatement Fund	(278,084)	(278,084)
Gas Tax Fund	(1,180,904)	(782,143)
Garage Fund	(825,908)	(70,908)
Total	**$(2,882,002)**	**$(1,526,075)**

If no action is taken, the General Fund will have to cover the deficit amounts. This is not included in the projected $2.9 million General Fund deficit.

Debt Covenants

Although water and sewer rates have not increased since FY 12, operating expenditures continue to increase.

Based on the FY 16 Year-End Estimates and FY 17 Department Proposed Budget, the City will not meet the required debt coverage ratio (1.25). Based on FY 16 year-end estimates and the FY 17 proposed budget, the debt coverage ratio will be 0.57 and -0.37, respectively.

An event of default would not occur if the Lynwood Utility Authority acted to cure the failure, but could not complete the cure within the 30 day period and obtained the prior written consent of the Bond Insurer (Financial Guaranty Insurer).

If an event of default were to occur, the Trustee has rights to Net Revenues and all monies in all funds and accounts held by the Trustee under the Indenture, including investment income. These accounts are as follows: Interest Account, Principal Account, Reserve Account, and Redemption Fund. Additionally, by having an event of default declared, it would prove to be a significant obstacle to the issuance of additional debt for the Authority and may also prove as a deterrent to the City's issuance of additional debt.

Elimination of Lifetime Medical Benefits

The City contracted with Bartel and Associates, LLP ("Bartel"), the leading authority in providing actuarial consulting services to public agencies, to perform a special actuarial study to determine cost savings for the elimination of Lifetime Medical Benefits. Bartel used data from the last actuarial report dated September 18, 2014. The current actuarial report shows a total unfunded liability for other post-employment benefits ("OPEB") in the amount of $19.3 million.

The FY 17 City Manager Proposed Budget includes $500,000 for its annual contribution (paid from the Self-Insurance Fund) to prefund lifetime medical, dental, vision, and life insurance benefits for the City's future retirees. Based on the recommended contribution amounts (per Bartel), $500,000 is not enough to fully fund the City's projected liability ($19.3 million).

Bartel's actuarial study dated June 27, 2016 (based on June 30, 2013 data) shows that the total OPEB liability would decrease by $6.2 million, from $19.3 million to $13.1 million, if lifetime medical benefits were to end on July 1, 2016. If the City were to eliminate lifetime medical benefits at a later date (i.e. December 31, 2016), the projected decrease to the OPEB liability ($6.2 million) could be lower. This is due to the potential increase in the number retirees. Per Bartel, the difference in the amount of savings (based on effective date of the elimination of lifetime medical benefits) is not expected to be significant.

Although the OPEB contribution is paid from the Self-Insurance Fund, it is important to note that all funds contribute to the Self-Insurance Fund. Taking into account the structural deficit in the General Fund as well as deficits in several Special Funds (i.e. Landscape Maintenance Assessment District Fund, Gas Tax Fund, and Litter Abatement Fund) and Enterprise Funds (i.e. Water Fund, Sewer Fund), $6.2 million is a significant amount of cost savings.

To fully fund the OPEB liability, Bartel recommends annual contributions as high as $954,000. With a lower OPEB liability ($13.8 million), the required contribution would be at or closer to the current budgeted contribution amount ($500,000). As such, staff strongly urges Council to consider the elimination of lifetime medical benefits effective December 31, 2016.

Closing

Staff acknowledges the difficult decisions that the City Council must make to eliminate the deficit, meet the City's Reserve Policy, and maintain quality of life for residents.

Over the last several years, the City has worked effectively to increase financial stability, transparency, and accountability, but without additional revenue, the City is forced to consider Public Safety and staffing cuts. Further reductions in service levels would mean continuing to allow the City's parks, roads, facilities, landscaping, and trees to deteriorate, jeopardizing the public health, safety, and welfare, and increasing the costs of maintaining basic infrastructure. Additional funding from a Penny Ballot Measure is needed for near and long term financial stability.

Fiscal Impact:

The fiscal impact will be based on Council decisions made at the hearing scheduled for July 19, 2016.

Coordinated With:

All Departments

Attachments:

Summary of Budget Recommendations
Debt Covenant Calculation
Bartel OPEB Actuarial Valuation Report
Consultant Analysis
Resolutions
Exhibit A – Summary of FY 2016-17 Proposed Fee Changes
Exhibit B – FY 2016-17 Appropriations Limit Calculation
Exhibit C – FY 2016-17 Proposed Successor Agency Budget

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE FISCAL YEAR 2016-17 BUDGET WITH APPROPRIATE CLASSIFICATION/POSITION CHANGES

WHEREAS, the City Council of the City of Lynwood (the "City Council") reviewed the FY 2016-17 Department Proposed Budget for the City of Lynwood attached herein and made a part of this resolution through this reference; and

WHEREAS, the agenda for the July 19, 2016 meeting of the City Council was duly posted, and the FY 2016-17 Department Proposed Budget and all related agenda material were made available to the interested parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. The City of Lynwood Budget for Fiscal Year 2016-17 is hereby adopted as presented in the City Manager's FY 2016-17 Proposed Budget.

Section 2. The Fiscal Year 2016-17 City Manager's Proposed Budget will be amended by adding, deleting, reclassifying, and/or transferring the classifications/positions and their funding as follows:

# of FTEs	Action	Position Title	Department
1	Add	Part-Time Code Enforcement Officer	Development, Compliance and Enforcement Services
1	Delete	Permit Technician	Development, Compliance and Enforcement Services
1	Delete	Vacant Code Enforcement Officer	Development, Compliance and Enforcement Services
1	Delete	Redevelopment Associate	Development, Compliance and Enforcement Services
.5	Delete	Part-Time Parking Enforcement Officer	Development, Compliance and Enforcement Services
.5	Delete	Vacant Part-Time Accounting Assistant	Finance & Administration
1	Delete	Vacant Director of Public Relations	Public Relations
1	Delete	Vacant Park Superintendent	Public Works
1	Delete	Vacant Water Quality Specialist	Public Works
1	Delete	Vacant Building Maintenance Worker	Public Works
2	Delete	Public Works Associate	Public Works
1	Delete	Vacant Public Works Associate	Public Works

# of FTEs	Action	Position Title	Department
1	Delete	Vacant Public Works Assistant	Public Works
2	Delete	Vacant Street Maintenance Worker	Public Works
1	Delete	Vacant Lead Street Maintenance Worker	Public Works
1	Add	Part-Time Laborer	Recreation & Community Services
1	Add	Part-Time Recreation Leader	Recreation & Community Services
.5	Add	Part-Time Recreation Specialist	Recreation & Community Services
1	Delete	Recreation Coordinator	Recreation & Community Services
2	Delete	Vacant Recreation Coordinator	Recreation & Community Services
1	Delete	Vacant Office Assistant I	Recreation & Community Services
1	Delete	Vacant Office Assistant II	Recreation & Community Services
.5	Delete	Vacant Part-Time Senior Lifeguard	Recreation & Community Services
1	Delete	Public Information Officer	Technology & Media Support Services

City departments reorganized to provide services in a more efficient manner, to include transfers from one department, to another, as follows:

# of FTEs	Position/Division Title	From	To
1	Accounting Technician	Development, Compliance & Enforcement Services (Parking Enforcement)	Finance & Administration
1	Administrative Assistant (Service Requests)	Public Relations	City Manager's Office
1	Media Specialist	Technology & Media Support Services	City Manager's Office
1	Interim Director of Technology & Media Support Services	Technology & Media Support Services	City Manager's Office

1	Systems Analyst	Technology & Media Support Services	City Manager's Office
2	Information Systems Technician	Technology & Media Support Services	City Manager's Office

Section 2. That the deletion of filled positions may be subject to meet and confer obligations with the employee bargaining unit and that the City Manager is authorized to adjust the adopted budget to comply with the terms of existing employee agreements approved by Council.

Section 3. That the City Manager or his designee is authorized to carry over incomplete Capital Improvement Projects with remaining account balances and available funding sources from the prior fiscal year, to allow the work in progress relative to these projects to continue in an uninterrupted manner contingent upon revenues being available.

Section 4. The City Manager or his designee is authorized to approve any transfer between accounts provided that they are within the same department and the same fund.

Section 5. This resolution shall go into effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 19th day of July 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David Garcia
City Attorney

APPROVED AS TO CONTENT:

Amanda Hall
Finance Director

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE PROPOSED FEE REVISIONS AND ADOPTING THE FY 2016-17 MASTER FEE SCHEDULE

WHEREAS, the City of Lynwood is a general law city under California law with a recognized mandate to preserve, protect and enhance the general health and welfare of its residents; and

WHEREAS, the Government Finance Officers Association (GFOA) states: "A government should adopt policies that identify the manner in which fees and charges are set and the extent to which they cover the cost of the service provided"; and

WHEREAS, the Master Fee Schedule allows the public and the City staff to obtain a better understanding of all fees, rates, and permits charged by the City of Lynwood; and

WHEREAS, current charges are insufficient to cover all business costs associated with providing certain services; and

WHEREAS, pursuant to Government Code §66016, the specific fees to be charged for services must be adopted by the City Council by resolution or ordinance, after providing notice and holding a public hearing; and

WHEREAS, amendments for the Master Fee Schedule were presented to City Council on June 21, 2016.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council approves and adopts the revisions to the City of Lynwood's Master Fee Schedule, attached hereto as Exhibit "A" and "B", and the revisions together with the fees in the Master Fee Schedule that were already previously approved shall form the FY 2016-17 Master Fee Schedule which is hereby adopted.

Section 2. That any existing fee not specifically enumerated in the attached Exhibit "A" and "B" shall remain in effect at the current level and shall be subject to the provisions of the legislative action that placed it into effect.

Section 3. Any action adopting or increasing a fee or charge for development projects may not take effect for at least 60 days upon adoption.

Section 4. All other fees that are not related to development projects fees are effective immediately upon approval.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David Garcia
City Attorney

APPROVED AS TO CONTENT:

Amanda Hall
Finance Director

EXHIBIT A
FY 2016-17 PROPOSED
PARKING FEES AND PENALTIES

PARKING FEES AND PENALTIES				
Section & Code	Fine, Fee or Penalty Description	Existing Fine, Fee or Penalty	FY 17 Proposed Fine, Fee or Penalty	Unit
7-20.23 LMC	Street Sweeping	$68.78	$69.00	Each
7-20.14 LMC	No Alley Parking	$68.78	$69.00	Each
25.65.80 LMC	Parked on Unpaved Surface	$68.78	$69.00	Each
7-14.2 LMC	Drive Across Sidewalk	$57.75	$58.00	Each
7-20.2(a) LMC	For Sale	$68.78	$69.00	Each
7-20.2(b) LMC	Greasing Vehicle	$118.13	$119.00	Each
7-20.10 LMC	No Parking, Excess 72 hrs	$63.53	$64.00	Each
7-20.13(b) LMC	No Parking, Any Time	$63.53	$64.00	Each
7-20.4(a)(1) LMC	No Parking, Red Curb	$63.53	$64.00	Each
7-20.4(a)(2) LMC	No Parking, Yellow Curb	$57.75	$58.00	Each
7-20.4(a)(3) LMC	No Parking, White Curb	$57.75	$58.00	Each
7-20.4(a)(4) LMC	No Parking, Green Zone	$57.75	$58.00	Each
7-20.11(a) LMC	Parking Left Side	$63.53	$64.00	Each
7-20.16 LMC	No Parking, Temp	$57.75	$58.00	Each
7-20.17 LMC	Parking Push Cart/Veh	$57.75	$58.00	Each
7-20.20(a) LMC	Parking Prohibited	$57.75	$58.00	Each
7-20.21(b) LMC	Permit Parking	$57.75	$58.00	Each
7-20.21c LMC	Parking Restricted 1 HR	$57.75	$58.00	Each
7-20.21(d) LMC	Parking Restricted 2 HR	$57.75	$58.00	Each
7-20.5 LMC	Parking in Loading Zone	$57.75	$58.00	Each
7-20.7 LMC	Parking in Drive/Park Way	$57.75	$58.00	Each
7-20.8 LMC	Angle Parking	$57.75	$58.00	Each
7-20.9 LMC	Marking of Parking Spaces	$57.75	$58.00	Each
7-21.3 LMC	No Parking City Property	$63.53	$64.00	Each
22502(a) CVC	Parking 18" from curb	$57.75	$58.00	Each
22502(e) CVC	Curb Parking One-Way	$57.75	$58.00	Each
22505(b) CVC	State Highway Parking	$79.80	$80.00	Each
22515 CVC	Unattended Vehicles	$68.78	$69.00	Each
22516 CVC	Locked Vehicle	$68.78	$69.00	Each
22520 CVC	Stopping on Freeway	$57.75	$58.00	Each
22502.5(a) CVC	Vending on Freeway R.O.W	$85.58	$86.00	Each
22502.5(a) CVC	2nd Offense Vending	$85.58	$86.00	Each
22455 CVC	Vending From Vehicles	$90.83	$97.00	Each
22521 CVC	Illegal to Park on RRD	$51.98	$52.00	Each
22522 CVC	Parking Near Sidewalk Access	$63.53	$64.00	Each
22523(a)(b) CVC	Abandonment Prohibited	$173.78	$174.00	Each
22526(a) CVC	Anti-Gridlock Act	$85.58	$86.00	Each
22526 (b) CVC	2nd Off. Anti-Gridlock	$134.93	$135.00	Each
22526(c) CVC	3rd Off Anti-Gridlock	$299.78	$300.00	Each

EXHIBIT A
FY 2016-17 PROPOSED
PARKING FEES AND PENALTIES

Section & Code	Fine, Fee or Penalty Description	Existing Fine, Fee or Penalty	FY 17 Proposed Fine, Fee or Penalty	Unit
22951 CVC	Parking Lot-Street and Alley	$51.98	$52.00	Each
23333 CVC	Stopping Parking-Vehicular	$51.98	$52.00	Each
26710 CVC	Defective Windshield	$51.98	$52.00	Each
27155 CVC	Fuel Cap Required	$51.98	$52.00	Each
28071 CVC	Front Bumper Required	$51.98	$52.00	Each
4454(a) CVC	Registration Card	$51.98	$52.00	Each
5201 CVC	Position of Plates	$51.98	$52.00	Each
5202 CVC	Period of Display	$51.98	$52.00	Each
4462(a) CVC	Evidence of Registration	$76.13	$77.00	Each
4462(b) CVC	Evidence of Registration Wrong Vehicle	$76.13	$77.00	Each
7-20-15 LMC	No Parking, Private property	$79.80	$80.00	Each
7-20.3	No Parking Prohibited Gen.	$63.53	$64.00	Each
7-20.6.1 LMC	Safety Parking Zone	$85.58	$86.00	Each
7-28.7(a) LMC	Expired Meter	$51.98	$52.00	Each
7-28.7(b) LMC	Extended Parking	$63.53	$64.00	Each
7-28.7(c) LMC	Replugging Meter	$51.98	$52.00	Each
7-28.7(d) LMC	Non Designated Space	$63.53	$64.00	Each
7-21.4 LMC	Improper Manner of Parking	$51.98	$52.00	Each
7-21.5 LMC	Use of Entrance and Exit	$51.98	$52.00	Each
7-20.15(b)(1) LMC	Private Property C/V	$228.38	$229.00	Each
7-18(a) LMC	Restriction on Comm. Veh	$228.38	$229.00	Each
7-17(b) LMC	Compliance with Truck Route	$228.38	$229.00	Each
7-17(h) LMC	Prohibit CV Parking on T/R	$228.38	$229.00	Each
7-17(i) LMC	Oversize Vehicle Parking	$228.38	$229.00	Each
4000(a) CVC	Registration Required	$79.80	$80.00	Each
5204(a) CVC	No Tags/Expired Tags	$90.83	$91.00	Each
5200 CVC	Missing License Plate (F)	$46.73	$47.00	Each
5200 CVC	Missing License Plate (R)	$46.73	$47.00	Each
22500(e) CVC	Blocking Driveway/Entrance	$63.53	$64.00	Each
22500(f) CVC	Parking On/Across Sidewalk	$63.53	$64.00	Each
7-29.12(a)(1) LMC	Parking in RPPD w/o permit	$57.75	$58.00	Each
7-20.2(c) LMC	Repairing Vehicle	$228.38	$229.00	Each
22507.8(a) CVC	Handicapped Zone (Blue)	$388.50	$384.00	Each
22507.8(b) CVC	Blocking Disabled Parking	$388.50	$384.00	Each
22511.56 CVC	Disabled Placard Misuse	$448.88	$449.00	Each
4461 CVC	Unlawful Use of Reg., Plac, Plate	$448.88	$449.00	Each
7-20.22 LMC	Unattached Trailer	$228.38	$229.00	Each

EXHIBIT A
FY 2016-17 PROPOSED
PARKING FEES AND PENALTIES

Section & Code	Fine, Fee or Penalty Description	Existing Fine, Fee or Penalty	FY 17 Proposed Fine, Fee or Penalty	Unit
22514 CVC	Fire Hyd./No Parking 15 Ft	$68.78	$69.00	Each
21113(a) CVC	Unlawful Parking	$46.73	$47.00	Each
22400(a) CVC	Vehicle Stopped in Roadway -Impeding	$63.53	$64.00	Each
21210 CVC	Bicycle Parking	$29.93	$30.00	Each
21461(a) CVC	Traffic Control Device	$57.75	$58.00	Each
22500(a) CVC	Parking Within Intersection	$63.53	$64.00	Each
22500(b) CVC	Parking on Crosswalk	$63.53	$64.00	Each
22500(c) CVC	Parking/Safety and Curb	$63.53	$64.00	Each
22500(d) CVC	Parking Fire Station Entrance	$63.53	$64.00	Each
22500(g) CVC	Parking Along/Excavation	$63.53	$64.00	Each
22500(h) CVC	Double Parking	$63.53	$64.00	Each
22500(I) CVC	Parking in Bus Zone	$63.53	$64.00	Each
22500(k) CVC	Parking on Bridge	$63.53	$64.00	Each
22500(l) CVC	Blocking Wheelchair Ramp Curb	$388.50	$389.00	Each
22500.1 CVC	Parking in Fire Lane	$79.80	$80.00	Each
	All parking violations not listed above shall have a $61 penalty.	$60.38	$61.00	Each

EXHIBIT B
FY 2016-17 PROPOSED
ADVERTISING AND MARKETING FEES

LYNWOOD N' PERSPECTIVE ADVERTISING FEES				
Fee Name	**Description**	**Existing Fee**	**FY 17 Proposed Fee**	**Unit**
~~Ad Size - 2.0" X 3.5"~~ ~~1 Month~~ ~~2 Months~~ ~~4 Months~~ ~~6 Months~~ ~~10 Months~~	~~Advertising in the City Newsletter, LYNWOOD N' PERSPECTIVE (LNP), is an effective way of reaching and promoting local Lynwood businesses to over 14,000 households and 2,000 businesses in the City of Lynwood. This program is intended to bolster local business activity, our local businsess economy, as well as generate new revenues for the City.~~	~~Amount Per Ad~~ ~~$100.00~~ ~~$200.00~~ ~~$400.00~~ ~~$600.00~~ ~~$1,000.00~~	~~Amount Per Ad~~ ~~$100.00~~ ~~$200.00~~ ~~$400.00~~ ~~$600.00~~ ~~$1,000.00~~	~~Each~~
Ad Size - 4.0" X 5.0" 1 Month 2 Months 4 Months 6 Months 10 Months	Advertising in the City Newsletter, LYNWOOD N' PERSPECTIVE (LNP), is an effective way of reaching and promoting local Lynwood businesses to over 14,000 households and 2,000 businesses in the City of Lynwood. This program is intended to bolster local business activity, our local businsess economy, as well as generate new revenues for the City.	Amount Per Ad $125.00 $250.00 $500.00 $750.00 $1,250.00	Amount Per Ad $200.00 $400.00 $800.00 $1,200.00 $2,000.00	Each
~~Ad Size - 3.0" X 10.0"~~ ~~1 Month~~ ~~2 Months~~ ~~4 Months~~ ~~6 Months~~ ~~10 Months~~	~~Advertising in the City Newsletter, LYNWOOD N' PERSPECTIVE (LNP), is an effective way of reaching and promoting local Lynwood businesses to over 14,000 households and 2,000 businesses in the City of Lynwood. This program is intended to bolster local business activity, our local businsess economy, as well as generate new revenues for the City.~~	~~Amount Per Ad~~ ~~$250.00~~ ~~$500.00~~ ~~$1,000.00~~ ~~$1,500.00~~ ~~$2,500.00~~	~~Amount Per Ad~~ ~~$250.00~~ ~~$500.00~~ ~~$1,000.00~~ ~~$1,500.00~~ ~~$2,500.00~~	~~Each~~
Ad Size - 10.0" X 8.0" 1 Month 2 Months 4 Months 6 Months 10 Months	Advertising in the City Newsletter, LYNWOOD N' PERSPECTIVE (LNP), is an effective way of reaching and promoting local Lynwood businesses to over 14,000 households and 2,000 businesses in the City of Lynwood. This program is intended to bolster local business activity, our local businsess economy, as well as generate new revenues for the City.	Amount Per Ad $275.00 $550.00 $1,100.00 $1,650.00 $2,750.00	Amount Per Ad 350.00 $700.00 $1,400.00 $2,100.00 $3,500.00	Each
Ad Size - 17.0" X 11.0" 1 Month 2 Months 4 Months 6 Months 10 Months	Advertising in the City Newsletter, LYNWOOD N' PERSPECTIVE (LNP), is an effective way of reaching and promoting local Lynwood businesses to over 14,000 households and 2,000 businesses in the City of Lynwood. This program is intended to bolster local business activity, our local businsess economy, as well as generate new revenues for the City.	Amount Per Ad $400.00 $800.00 $1,600.00 $2,400.00 $4,000.00	Amount Per Ad $500.00 $1,000.00 $2,000.00 $3,000.00 $5,000.00	Each
Seasonal Special Size Rate Back to School 3.5" X 2.0" Back to School 4.0" X 5.0" Valentine's Day 3.5" X 2.0" Valentine's Day 4.0" X 5.0" Holiday 3.5" X 2.0" Holiday 4.0" X 5.0"	Advertising in the City Newsletter, LYNWOOD N' PERSPECTIVE (LNP), is an effective way of reaching and promoting local Lynwood businesses to over 14,000 households and 2,000 businesses in the City of Lynwood. This program is intended to bolster local business activity, our local businsess economy, as well as generate new revenues for the City.	New Fee	Amount Per Ad $100.00 $200.00 $100.00 $200.00 $100.00 $200.00	Each
Front Page Sponsor Size Rate 2.0" X 8.0"	Advertising in the City Newsletter, LYNWOOD N' PERSPECTIVE (LNP), is an effective way of reaching and promoting local Lynwood businesses to over 14,000 households and 2,000 businesses in the City of Lynwood. This program is intended to bolster local business activity, our local businsess economy, as well as generate new revenues for the City.	New Fee	Amount Per Ad $150.00	Each

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY ADOPTING THE FY 2016-17 SUCCESSOR AGENCY BUDGET

WHEREAS, the City Council as Successor Agency to the Lynwood Redevelopment Agency reviewed the Fiscal Year 2016-17 Department Proposed Budget for the Successor Agency attached as Exhibit "C"; and

WHEREAS, the agenda for the June 21, 2016 meeting of the City Council as Successor Agency to the Lynwood Redevelopment Agency was duly posted, and the Fiscal Year 2016-17 Department Proposed Budget for the Successor Agency and all related agenda material were made available to all interested parties.

NOW, THEREFORE, THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Successor Agency budget for Fiscal Year 2016-17 is hereby adopted as presented in the FY 2016-17 Department Proposed Budget.

Section 2. The City Manager or her designee is hereby authorized to approve any transfer between accounts, provided that they are within the same department and the same fund.

Section 3. This resolution shall go into effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

_____
Edwin Hernandez
President

ATTEST:

_____
Maria Quinonez
Secretary

_____
J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

_____

David Garcia
Authority Counsel

APPROVED AS TO CONTENT:

_____

Amanda Hall
Director of Finance

City of Lynwood
Exhibit C
FY 17 Proposed Successor Agency Budget

	FY 16 Adopted Budget	FY 16 Year-End Estimates	FY 17 City Manager Proposed Budget
Revenues			
Redevelopment Property Tax Trust Fund (RPTTF) Revenues	$ 2,849,790	$ 4,731,543	$ 4,478,372
Administrative Allowance	250,000	250,000	250,000
Total:	**$ 3,099,790**	**$ 4,981,543**	**$ 4,728,372**
Expenditures			
Administrative Allowance	$ 250,000	$ 124,704	$ 250,000
Project Staffing Costs	195,000	74,823	157,000
ROPS Obligations	3,674,367	4,468,602	4,321,372
Total:	**$ 4,119,367**	**$ 4,668,129**	**$ 4,728,372**
Use of Reserves/(Surplus)	**$ 1,019,577**	**$ (313,414)**	**$ -**
Beginning Fund Balance	**$ 4,014,683**	**$ 4,204,833**	**$ 4,518,247**
Ending Fund Balance	**$ 2,995,106**	**$ 4,518,247**	**$ 4,518,247**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2016-17 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIIIB of the California Constitution states that the total annual appropriation subject to limitations of each government entity shall not exceed the appropriation limit of such entity of government, except for prior year adjustments in the cost-of-living or personal income and population, as noted in Article XIIIB and State Statues; and

WHEREAS, pursuant to Article XIIIB of the California Constitution, and section 7900 et seq. of the California Government Code, the City of Lynwood is required to set its appropriation limit for each fiscal year by resolution, and approve appropriate inflation and population factors used in calculating the limit; and

WHEREAS, the total annual appropriation subject to limitation has been computed in accordance with provisions set forth in Article XIIIB, Government Code Section 7900 et seq. and Proposition 111; and

WHEREAS, detailed documentation used in calculating the appropriation limit for FY 2016-17 is available for review on file in the Finance and Administration Department, and a summary is provided in the attached Exhibit "D", which is incorporated as a part of this resolution for reference.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City reserves the right to adjust or amend the appropriation limit based upon use of alternative growth factors as authorized by Proposition 111 if such changes or revisions would result in an advantageous appropriation limit, now or in the future.

Section 2. That the City of Lynwood's Appropriation Limit for FY 2016-17 is $32,526,825 as calculated under Exhibit "D".

Section 3. That the growth factors used in calculating the FY 2016-17 Appropriation Limit shall be the percentage change in California per capita income and the percentage change in population in the County of Los Angeles.

Section 4. The resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 19th day of July 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

Amanda Hall
Finance Director

EXHIBIT D

APPROPRIATION LIMIT CALCULATION

YEAR	CPI	POPULATION CHANGE % *	FACTOR*	APPROPRIATION LIMIT**
FY 1986-87 BASE YEAR				8,490,630
FY 2000-2001 (Recalculated)				17,267,822
FY 2001-2002 (Recalculated)	7.82%		1.09611	18,927,227
FY 2002-2003 (Recalculated)	-1.27%	1.63%	1.00480	19,017,609
FY 2003-2004 (Recalculated)	2.31%	1.03%	1.04010	19,779,900
FY 2004-2005 (Recalculated)	3.28%	0.61%	1.04710	20,710,597
FY 2005-2006 (Recalculated)	5.26%	0.31%	1.06500	22,057,214
FY 2006-2007 (Recalculated)	3.96%	0.35%	1.04700	23,109,539
FY 2007-2008 (Recalculated)	4.42%	1.20%	1.05170	24,304,724
FY 2008-2009 (Recalculated)	4.29%	1.31%	1.05190	25,565,384
FY 2009-2010 (Recalculated)	4.35%	1.11%	1.01530	25,955,404
FY 2010-2011 (Recalculated)	-2.54%	0.53%	0.98270	25,506,095
FY 2011-2012 (Recalculated)	2.51%	0.77%	1.02900	26,245,654
FY 2012-2013	3.77%	0.56%	1.04350	27,387,602
FY 2013-2014	5.12%	1.02%	1.06192	29,083,504
FY 2014-2015	-0.23%	0.42%	1.00548	29,242,942
FY 2015-2016	-3.82%	0.52%	1.04671	30,608,975

2016-2017:

*Per Capita Cost of Living Change = 5.37 percent
*Population Change (Los Angeles County) = 0.85 percent

Based on Population Change - County
Per Capita Cost of Living Converted to a Ratio: $\frac{5.37+100}{100}$ = 1.05370

Population increase Converted to a Ratio: $\frac{0.85+100}{100}$ = 1.00850

Calculation of Factor for FY 2016-2017: 1.05370 x 1.00850 = 1.06266

Calculation of Appropriation Limit $30,608,975 x 1.06266 = $32,526,825
(Prior Year's Appropriation Limit Multiplied by Factor)

STATUS OF APPROPRIATION LIMIT	**FY 2016-2017**
Maximum Appropriation Limit	32,526,825
(1) Proceeds of Taxes (less Retirement Taxes + Interest Allocation for Taxes)	25,582,196
Under Maximum Appropriation Limit	6,944,629
Over Maximum Appropriation Limit	0

(1) (+) Proceeds of Taxes	28,796,742
(-) Retirement Taxes	3,274,745
(+) Interest Alloc. on Proceeds of Taxes	60,199
Total	25,582,196

*Source: State Department of Finance

REVENUE SUMMARY
FISCAL YEAR 2016-17

Revenue Categories:

Taxes		28,796,742
Licenses/Permits		821,600
Revenue from Other Agencies		11,637,385
Charges for Services		14,702,904
Other Revenue		4,796,121
Fines, Forfeits & Penalties		1,430,281
Revenue from Money/Prop		1,092,812
Total Revenues		63,277,845

Taxes (Exclude Interest)		28,796,742
Non-taxes (Exclude Interest)		34,349,099
Total - Taxes and Non-Taxes		63,145,841
Add: Interest		132,004
Total - Taxes, Non-Taxes & Interest		63,277,845

Interest Distribution (%):

Allocation for Taxes	45.60%	60,199
Allocation for Non-Taxes	54.40%	71,805
Total Interest	100.00%	132,004

Revenue Summary:

Taxes plus interest	28,856,941
Non-Taxes plus Interest	34,420,904
Total Revenues	63,277,845

REVENUE SUMMARY FISCAL YEAR 2016-2017

Fund No.	Fund Name	Taxes	Licenses/ Permits	Revenue From Other Agencies	Charges For Services	Other Revenue	Fines, Forfeits, & Penalties	Revenue From Money/ Prop	Transfers In	Totals
1011	General Fund	$ 19,092,754	$ 821,600	$ 201,711	$ 1,762,616	$ 1,404,279	$ 1,427,781	$ 324,402	$ 2,853,482	27,888,625
1012	Community Development - A	-	-	-	-	-	-	4	-	4
1013	Community Development Housing - A	-	-	-	-	-	-	-	-	-
1014	Community Development - B	-	-	-	-	-	-	-	-	-
1015	Community Development Housing - B	-	-	-	-	-	-	-	-	-
1016	Tax Allocation Bond Reserves	-	-	-	-	-	-	-	-	-
1017	Community Development A Bond Proceeds	-	-	-	-	-	-	-	-	-
1018	1099 Bond Proceeds	-	-	-	-	-	-	-	-	-
1019	2011 Series A Bond Proceeds	-	-	-	-	-	-	3,150	-	3,150
1020	2011 Series B Bond Proceeds	-	-	-	-	-	-	-	-	-
1021	Redevelopment Obligation Retirement	-	-		-	-	-		-	-
1022	AB 1484 Housing Asset Fund	-	-	-	-	-	-	-	-	-
1023	Enterprise Zone Program	-	-	-	-	-	-	536	-	536
1051	Contingency Set Aside	-	-	-	-	-	-	-	-	-
1052	Refuse Fund	865,976	-	-	2,631,100	95,838	-	1,472	-	3,594,386
2011	Retirement Fund	3,274,745	-	-	-	-	-	-	-	3,274,745
2051	Traffic Safety Fund	-	-	-	-	-	-	-	2,577,558	2,577,558
2101	Gas Tax Fund	-	-	1,463,188	-	-	-	3,249	-	1,466,437
2151	Transportation Invest. (AB2928) Fund	-	-	-	-	-	-	-	-	-
2251	Bike & Ped. Grant (SB 821) Fund	-	-	46,477	-	-	-	67	-	46,544
2252	LACMTA TOD Planning Grant	-	-	-	-	-	-	-	80,000	80,000
2301	Prop "A" Fund	1,364,940	-	-	-	-	-	13,448	-	1,378,388
2351	Prop "C" Fund	1,102,156	-	-	-	-	-	-	-	1,102,156
2352	Measure R	813,569	-	-	-	-	-	8,557	-	822,126
2401	Transportation Fund	-	-	-	25,100	-	-	-	1,614,061	1,639,161
2451	Air Quality Improvement Fund	-	-	90,000	-	-	-	459	-	90,459
2501	State COPS Program Fund	-	-	100,000	-	-	-	187	-	100,187
2551	Local Law Enforcement Block Grant	-	-	-	-	-	-	-	-	-
2601	Sheriff Drug Seizure Fund	-	-	-	-	-	2,500	142	-	2,642
2651	Street Lighting Fund	1,036,093	-	-	-	-	-		-	1,036,093
2701	Landscape Maint. Assessment District	1,071,509	-	-	-	-	-	-	-	1,071,509

REVENUE SUMMARY FISCAL YEAR 2016-2017

Fund No.	Fund Name	Taxes	Licenses/ Permits	Revenue From Other Agencies	Charges For Services	Other Revenue	Fines, Forfeits, & Penalties	Revenue From Money/ Prop	Transfers In	Totals
2751	Impact Fees Fund	-	-	-	43,945	-	-	3,015	-	46,960
2801	Public Art Fund	-	-	-	20,000	-	-	1,787	-	21,787
2851	Litter Abatement Fund	-	-	-	287,040	-	-	81	-	287,121
2901	Section 108 Loan Fund	-	-	-	-	-	-	-	-	-
2921	Section 108 Loan / 2002	-	-	-	-	-	-	2,581	-	2,581
2941	HUD/CDBG Fund	-	-	1,230,462	-	-	-	327,075	-	1,557,537
2961	HUD Home Program Fund	-	-	-	-	-	-	-	-	-
2962	CalHome State Grant	-	-	1,000,000	-	-	-	-	-	1,000,000
3381	Business Improvement District Fund	175,000	-	-	-	-	-	1,750	-	176,750
3421	Anti-Litter Grant Fund	-	-	-	-	-	-	-	-	-
3501	Beverage Recycle Grant Fund	-	-	18,900	-	-	-	578	-	19,478
3521	Urban Tree Planting Grant Fund	-	-	-	-	-	-	-	-	-
3541	LA Co. Park Maint. Grant Fund	-	-	250,000	-	-	-	1,154	-	251,154
3561	Other Grant Fund	-	-	170,000	-	-	-	-	-	170,000
3621	Used Oil Recycling Grant Fund	-	-	19,800	-	-	-	77	-	19,877
3661	2000 Bond Act/Per Capita Grant Fund	-	-	-	-	-	-	-	-	-
3681	TEA Grant Fund	-	-	2,159,627	-	-	-	-	-	2,159,627
3682	DOE Block Grant	-	-	-	-	-	-	-	-	-
3701	Safe School Route Grant Fund	-	-	-	-	-	-	-	-	-
3721	State of CA CEC Grant	-	-	-	-	-	-	-	-	-
3741	Dupont/Lead Safety Grant Fund	-	-	-	-	-	-	369	-	369
3782	Prop 84 Park Grant	-	-	4,500,000	-	-	-	-	-	4,500,000
3791	Prop 1B Fund	-	-		-	-	-	-	-	-
3801	Justice Assistance Grant	-	-	40,000	-	-	-	-	-	40,000
3821	RMC Grant	-	-	-	-	-	-	-	-	-
3861	State Transp. Partnership Program	-	-	-	-	-	-	-	-	-
4011	Capital Projecs Fund (by project)	-	-	347,220	-	-	-	-	30,082,419	30,429,639
4101	Park Replacement Fund	-	-	-	-	-	-	-	-	-
4151	CIP Loan Proceeds Fund	-	-	-	-	-	-	-	-	-

REVENUE SUMMARY FISCAL YEAR 2016-2017

Fund No.	Fund Name	Taxes	Licenses/ Permits	Revenue From Other Agencies	Charges For Services	Other Revenue	Fines, Forfeits, & Penalties	Revenue From Money/ Prop	Transfers In	Totals
4451	Roberti-Zberg-Harris Fund	-	-	-	-	-	-	-	-	-
5011	City Debt Service Fund	-	-	-	-	-	-	-	1,640,081	1,640,081
6011	1999 Water Bonds Proceeds	-	-	-	-	-	-	-	-	-
6051	Water/Enterprise Fund	-	-	-	8,326,555	-	-	48,650	-	8,375,205
6151	1995 Water Revenue Bonds	-	-	-	-	-	-	-	-	-
6201	2003 Enterprise Revenue Bonds	-	-	-	-	-	-	-	-	-
6301	2008 Enterprise Rev Bond Series A	-	-	-	-	-	-	-	-	-
6401	Sewer Fund	-	-	-	1,606,548	-	-	5,202	-	1,611,750
7011	Garage Fund	-	-	-	-	-	-	294,820	-	294,820
7151	Self-Insurance Fund	-	-	-	-	3,296,004	-	50,000	715,000	4,061,004
9011	Public Finance Authority	-	-	-	-	-	-	-	17,124	17,124
9051	2003 Lease Revenue Refunding	-	-	-	-	-	-	-	-	-
9052	2010 Lease Revenue Bonds Series A	-	-	-	-	-	-	-	-	-
	Totals	**$ 28,796,742**	**$ 821,600**	**$ 11,637,385**	**$ 14,702,904**	**$ 4,796,121**	**$ 1,430,281**	**$ 1,092,812**	**$ 39,579,725**	**$ 102,857,570**
							Deduct interest	**(132,004)**		
	Taxes	**28,796,742**					**Non-taxes**	**34,349,099**		

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2016

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit.
Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY COSTA
Chief Deputy Director

Attachment

May 2016

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

2016-17:

Per Capita Cost of Living Change = 5.37 percent
Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio: $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17:

$1.0537 \times 1.0090 = 1.0632$

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	Percent Change 2015-2016	--- Population Minus Exclusions --- 1-1-15	 1-1-16	Total Population 1-1-2016
Los Angeles				
Agoura Hills	0.68	21,068	21,211	21,211
Alhambra	0.91	85,999	86,782	86,782
Arcadia	0.88	56,550	57,050	57,050
Artesia	0.42	16,726	16,797	16,883
Avalon	0.16	3,672	3,678	3,678
Azusa	1.07	48,962	49,485	49,485
Baldwin Park	0.27	74,534	74,738	74,738
Bell	0.42	36,562	36,716	36,716
Bellflower	0.27	76,154	76,363	76,363
Bell Gardens	0.45	42,759	42,952	42,952
Beverly Hills	0.44	34,610	34,763	34,763
Bradbury	1.26	1,109	1,123	1,123
Burbank	0.28	104,815	105,110	105,110
Calabasas	0.41	24,164	24,263	24,263
Carson	0.54	93,489	93,993	93,993
Cerritos	0.42	49,205	49,412	49,412
Claremont	0.54	36,022	36,218	36,218
Commerce	0.52	13,059	13,127	13,127
Compton	0.54	100,685	101,226	101,226
Covina	0.43	49,078	49,291	49,291
Cudahy	0.46	24,490	24,602	24,602
Culver City	0.60	40,207	40,448	40,448
Diamond Bar	1.26	56,371	57,081	57,081
Downey	0.43	113,691	114,181	114,181
Duarte	0.99	21,960	22,177	22,177
El Monte	0.80	112,977	113,885	113,885
El Segundo	0.30	16,596	16,646	16,646
Gardena	0.73	60,346	60,785	60,785
Glendale	1.03	199,620	201,668	201,668
Glendora	0.58	52,060	52,362	52,362
Hawaiian Gardens	0.59	14,838	14,926	14,926
Hawthorne	0.56	87,517	88,003	88,003
Hermosa Beach	0.15	19,771	19,801	19,801
Hidden Hills	0.65	1,860	1,872	1,872
Huntington Park	0.38	59,493	59,718	59,718
Industry	0.23	440	441	441
Inglewood	0.59	115,966	116,648	116,648
Irwindale	-1.67	1,439	1,415	1,415

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	Percent Change 2015-2016	--- Population Minus Exclusions --- 1-1-15	1-1-16	Total Population 1-1-2016
South Gate	1.43	98,176	99,578	99,578
South Pasadena	0.38	25,929	26,028	26,028
Temple City	0.89	36,210	36,534	36,534
Torrance	0.41	146,570	147,175	147,175
Vernon	72.13	122	210	210
Walnut	0.52	29,996	30,152	30,152
West Covina	0.74	107,081	107,873	107,873
West Hollywood	0.38	35,788	35,923	35,923
Westlake Village	0.40	8,351	8,384	8,384
Whittier	0.47	87,924	88,341	88,341
Unincorporated	0.28	1,048,161	1,051,078	1,051,989
County Total	0.85	10,145,677	10,231,861	10,241,335

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

FY 17 Proposed Budget

Beginning Fund Balance (Estimated)	$	3,638,130
Revenue		25,035,143
Transfers In		2,853,482
Expenditures		(29,512,185)
Transfers Out		(1,263,599)
Surplus/(Deficit)	$	(2,887,159)
Ending Fund Balance	$	750,971

Proposed Budget Recommendations (July 19, 2016)

1	City Clerk's Office - Upgrade for Vacant Deputy City Clerk Position - Based on October 1 Hire Date		8,768
2	Development, Compliance & Enforcement Services - Reduce Base Salary (From $144,000 to $135,000) for Vacant Director Position and Related Benefits and Add Part-Time Code Enforcement Officer (2)		37,155
3	Reduce Legislative Advocacy Group Contract to $3,000/Month [$2,000/Month Reduction]		(24,000)
4	Human Resources Salaries and Benefits - Upgrade 1 Customer Services Intern to Part-Time PERS		10,823
5	Public Relations Department Salaries & Benefits - Eliminate Vacant Public Relations Director Position		(194,231)
6	Public Safety- LA County Sheriff - No Change in Rate for Former Growth Deputies	$	(186,402)
7	Eliminate Bateman Hall Renovation Budget		(300,000)
8	Elimination of Filled Positions - Public Works Associates (2), Permit Technician, Redevelopment Associate, Recreation Coordinator - Subject to Meet and Confer - Based on October 1 Separation Date		(181,574)
9	Recreation & Community Services - Add Part-Time Recreation Leader - Youth Center/Burke-Ham Park (2), Part-Time Recreation Specialist - Youth Center/Burke-Ham Park (1), Part-Time Laborer (2) [$64,136] - INCLUDED IN PROPOSED BUDGET - DOES NOT ADD TO $2.9 MILLION DEFICIT		64,136
10	Eliminate 12.5 Vacant Positions - Part-Time Parking Enforcement Officer [1], Code Enforcement Officer, Public Works Associate, Public Works Assistant, Lead Street Maintenance Worker, Lead Building Maintenance Worker, Street Maintenance Worker [2], Office Assistant II, Recreation Coordinator [2], Office Assistant I, Part-Time Senior Lifeguard, and Part-Time Accounting Assistant		(435,182)
11	Deferred Hiring of 4 Vacant Positions - Director of Development, Compliance & Enforcement, Account Clerk, Part-Time Recreation Leader - Youth Center/Burke-Ham Park (2), Part-Time Laborer - Sports (2)		(75,382)
12	Unclaimed Refundable Deposits - 2000 through 2009		(354,245)
13	Reduce Operating Budget - All Departments		(237,986)
14	FY 17 Return of Pension Tax Override and RDA Asset Redistribution		(400,000)
	Total	**$**	**(2,332,256)**

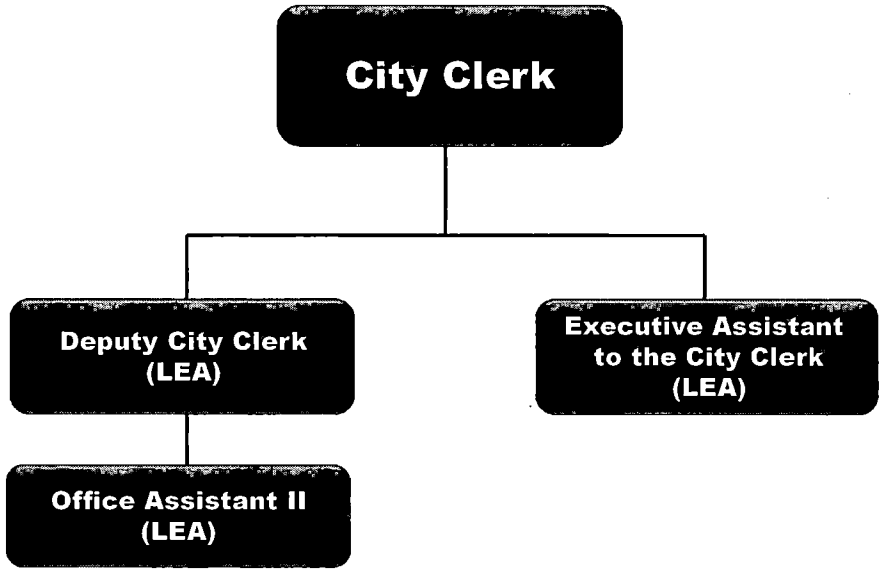
General Fund Deficit with Recommendations	**$**	**(554,903)**
Ending General Fund Balance with Recommendations	**$**	**3,083,227**
Required Reserve to Comply with 10% Reserve Policy	**$**	**3,077,578**

NOTE: All proposals relating to elimination, reclassification, transfer and creation of positions are subject to the City's meet and confer obligations.

CITY COUNCIL

Mayor and Members
of the City Council

CITY CLERK (CURRENT)



Staff Recommends Retention of Current Staffing Plan

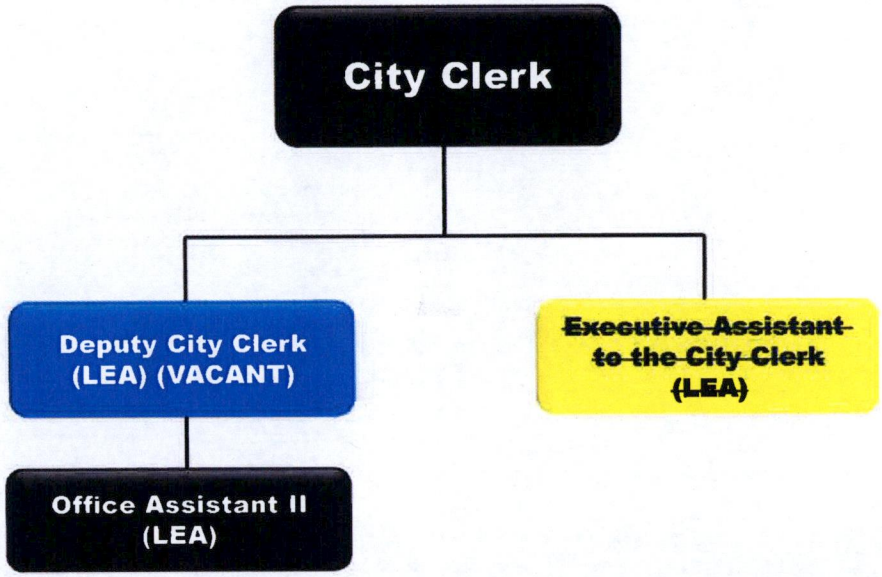
CITY CLERK (PROPOSED)

Upgrade

- **Deputy City Clerk (Vacant)**

Transfer

- **Executive Assistant to the City Clerk to the City Manager's Office (1)**



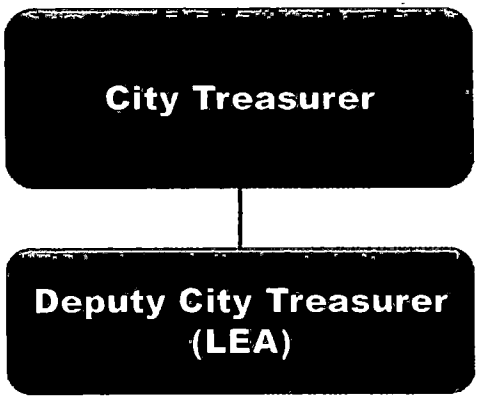
CITY CLERK'S OFFICE - PROPOSED BUDGET RECOMMENDATIONS

The General Fund City Clerk's Office Budget will decrease by $93,122.

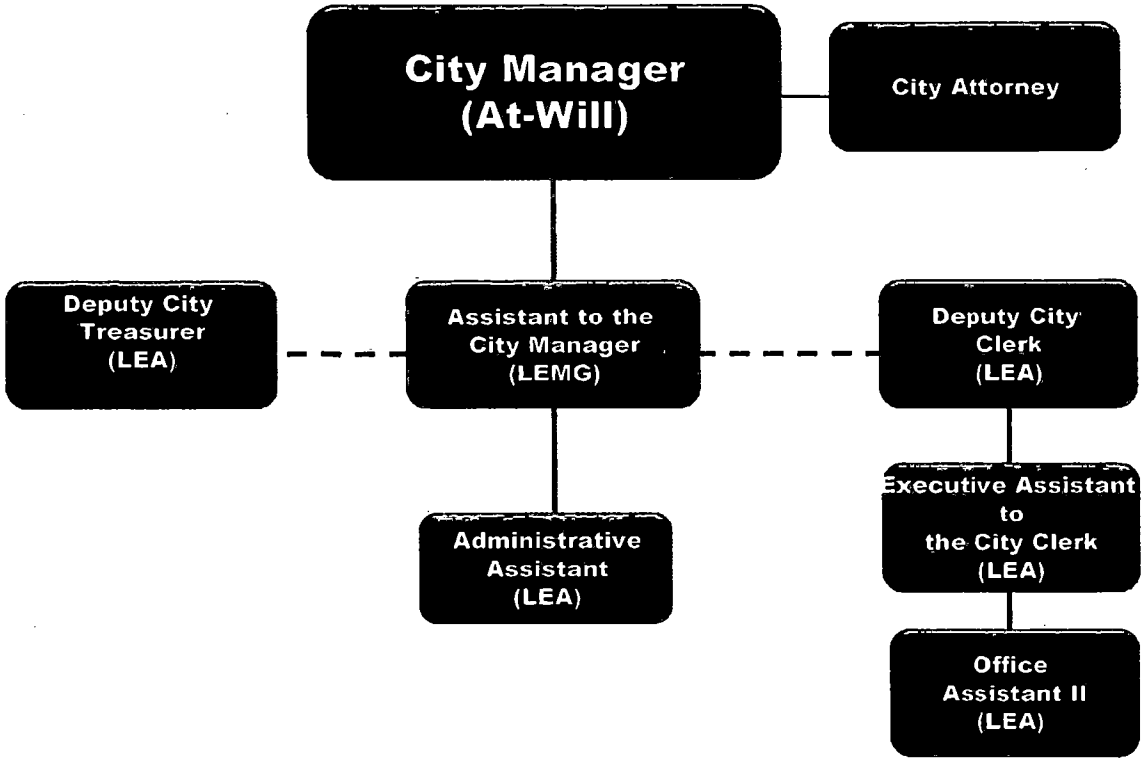
FY 17 Department Proposed General Fund City Clerk Budget	$	290,228
Upgrade for Vacant Deputy City Clerk Position - Based on October 1 Hire Date		8,768
Transfer of Executive Assistant to the City Clerk to the City Manager's Office		(101,890)
FY 17 City Manager Proposed General Fund City Clerk Budget	**$**	**197,106**

	Deputy City Clerk	Deputy City Clerk (G-30)	Increase
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$ 45,000	$ 37,505	$ 7,495
Buybacks	962	722	240
PERS	14,211	11,819	2,392
Medicare	666	554	112
SDI	460	344	116
Unemployment	657	547	110
Workers' Comp	4,251	3,536	715
Group Insurance	19,495	19,495	-
Retirees Group Insurance	3,033	2,523	510
Total Salary & Benefits	$ 88,735	$ 77,045	$ 11,690

CITY TREASURER



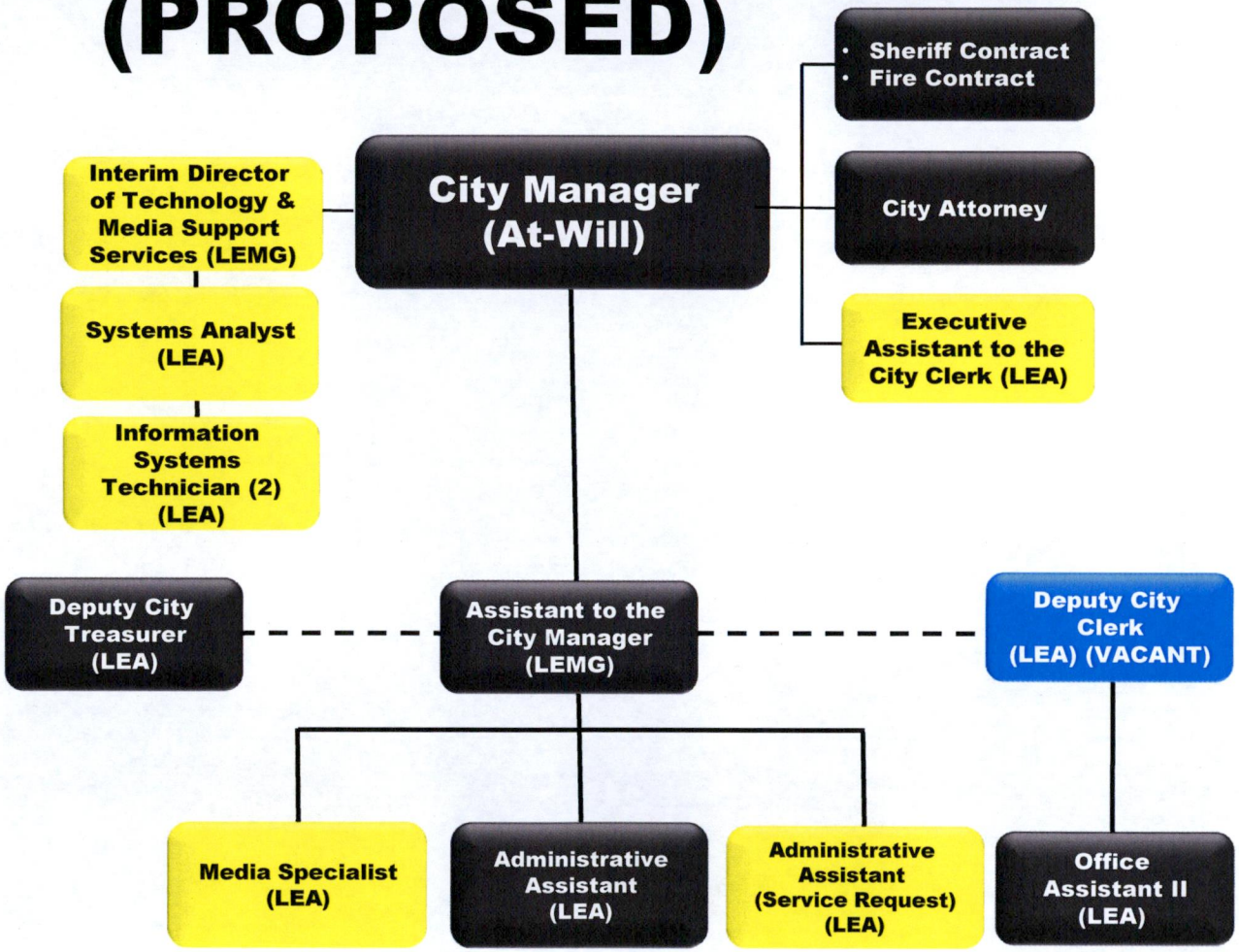
CITY MANAGER'S OFFICE (CURRENT)



CITY MANAGER'S OFFICE (PROPOSED)

Transfers

- **Administrative Assistant – From Public Relations Department to City Manager's Office (1)**
- **Media Specialist – From Technology & Media Support Services Department to City Manager's Office (1)**
- **Interim Director of Technology & Media Support Services – From Technology & Media Support Services Department to City Manager's Office (1)**
- **Systems Analyst – From Technology & Media Support Services Department to City Manager's Office (1)**
- **Information Systems Technician – From Technology & Media Support Services Department to City Manager's Office (2)**
- **Executive Assistant to the City Clerk – From City Clerk's Office (1)**

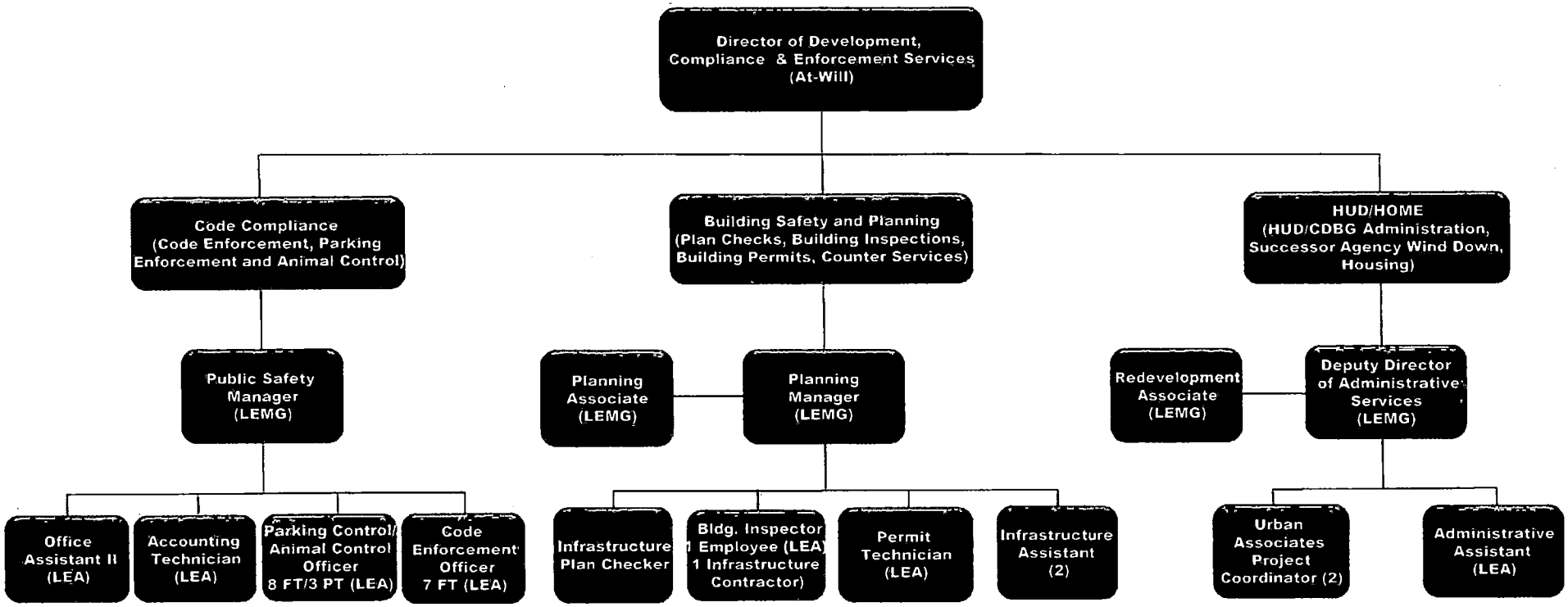


CITY MANAGER'S OFFICE - PROPOSED BUDGET RECOMMENDATIONS

The City Manager's Office Budget will increase by $1,115,636.

FY 17 Department Proposed General Fund City Manager's Office Budget	$	869,646
Transfer of Administrative Assistant (Service Requests) to the City Manager's Office		84,019
Transfer of Public Relations Operational Budget to the City Manager's Office		18,331
Transfer of Executive Assistant to the City Clerk to the City Manager's Office		101,890
Transfer of Executive Assistant to the City Clerk Salaries & Benefits to RPTTF		(6,031)
Transfer of Interim Director of Technology & Media Support Services to the City Manager's Office		80,313
Transfer of Information Systems Analyst to the City Manager's Office		53,975
Transfer of Information Systems Technician to the City Manager's Office		97,570
Transfer of Media Specialist to the City Manager's Office		57,851
Transfer of TMSS Operational Budget to the City Manager's Office		220,235
FY 17 City Manager Proposed General Fund City Manager's Office Budget	**$**	**1,577,798**
General Fund Net Increase/(Decrease)	**$**	**708,153**
FY 17 Department Proposed Refuse Fund City Manager's Office Budget	$	-
Transfer of Interim Director of Technology & Media Support Services to the City Manager's Office		24,094
Transfer of Information Systems Analyst to the City Manager's Office		16,192
Transfer of Information Systems Technician to the City Manager's Office		29,271
FY 17 City Manager Proposed Refuse Fund City Manager's Office Budget	**$**	**69,557**
Refuse Fund Net Increase/(Decrease)	**$**	**69,557**
FY 17 Department Proposed Water Fund City Manager's Office Budget	$	-
Transfer of Interim Director of Technology & Media Support Services to the City Manager's Office		40,157
Transfer of Information Systems Analyst to the City Manager's Office		26,987
Transfer of Information Systems Technician to the City Manager's Office		48,785
Transfer of Media Specialist to the City Manager's Office		57,851
Transfer of TMSS Operational Budget to the City Manager's Office		117,774
FY 17 City Manager Proposed Water Fund City Manager's Office Budget	**$**	**291,554**
Water Fund Net Increase/(Decrease)	**$**	**291,554**
FY 17 Department Proposed Sewer Fund City Manager's Office Budget	$	-
Transfer of Interim Director of Technology & Media Support Services to the City Manager's Office		16,063
Transfer of Information Systems Analyst to the City Manager's Office		10,795
Transfer of Information Systems Technician to the City Manager's Office		19,514
FY 17 City Manager Proposed General Fund City Manager's Office Budget	**$**	**46,372**
Sewer Fund Net Increase/(Decrease)	**$**	**46,372**
Net Increase/(Decrease)	**$**	**1,115,636**

DEVELOPMENT, COMPLIANCE & ENFORCEMENT SERVICES (CURRENT)



DEVELOPMENT, COMPLIANCE & ENFORCEMENT SERVICES (PROPOSED)

Eliminations

- **Permit Technician (1)**
- **Redevelopment Associate (1)**
- **Code Enforcement Officer (1 Vacant)**
- **Part-Time Parking Control Officer (1 Vacant)**

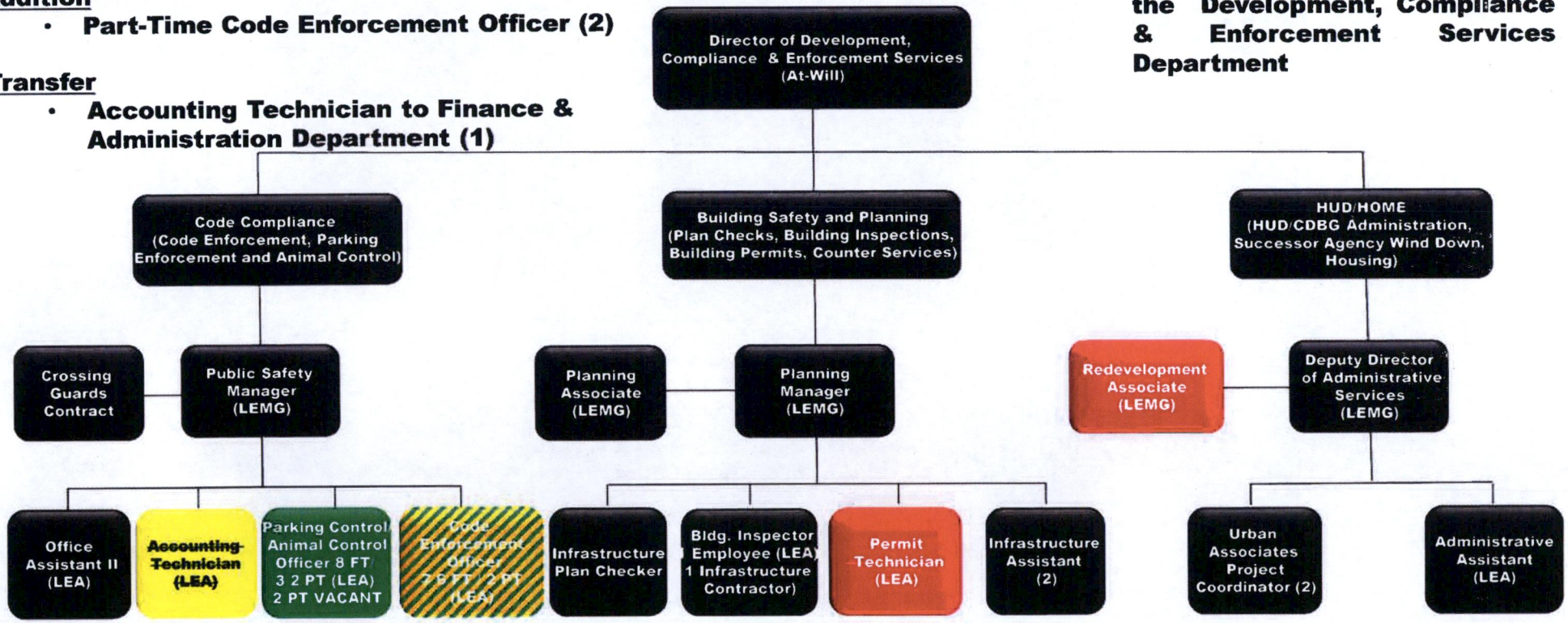
Addition

- **Part-Time Code Enforcement Officer (2)**

Transfer

- **Accounting Technician to Finance & Administration Department (1)**

Management of Crossing Guards Contract shifted from the Director of Public Relations to the Public Safety Manager in the Development, Compliance & Enforcement Services Department



DEVELOPMENT, COMPLIANCE & ENFORCEMENT DEPARTMENT - PROPOSED BUDGET RECOMMENDATIONS

The Development, Compliance & Enforcement (DCE) Department Budget will decrease by $55,484.

FY 17 Department Proposed General Fund DCE Budget	$	3,490,489
Elimination of Permit Technician Position - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(51,743)
Elimination of Vacant Part-Time Parking Enforcement Officer Position (1)		(24,613)
Elimination of Vacant Code Enforcement Officer Position (1)		(91,433)
Addition of Part-Time Code Enforcement Officer Position (2)		49,226
Transfer of Salaries & Benefits to RPTTF - Director of Development, Compliance & Enforcement		(12,304)
Reduction of Base Salary (From $144,000 to $135,000) for Vacant Director Position and Related Benefits		(12,071)
Transfer of Accounting Technician from Development, Compliance & Enforcement Department (Parking Enforcement Division) to Finance & Administration Department		(100,424)
FY 17 City Manager Proposed General Fund DCE Budget	**$**	**3,247,127**
General Fund Net Increase/(Decrease)	**$**	**(243,362)**
FY 17 Department Proposed CDBG Fund DCE Budget	$	651,470
Reduction of Base Salary (From $144,000 to $135,000) for Vacant Director Position and Related Benefits		(2,130)
FY 17 City Manager Proposed CDBG Fund DCE Budget	**$**	**649,340**
CDBG Fund Net Increase/(Decrease)	**$**	**(2,130)**
FY 17 Department Proposed Traffic Safety Fund DCE Budget	$	-
Shift of Management of Crossing Guards Contract to the Public Safety Manager in the Development, Compliance & Enforcement Department		190,008
FY 17 City Manager Proposed Traffic Safety Fund DCE Budget	**$**	**190,008**
Traffic Safety Fund Net Increase/(Decrease)	**$**	**190,008**
FY 17 Department Proposed Successor Agency DCE Budget	$	4,728,372
Elimination of Redevelopment Associate Position - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(75,450)
Shift Salary Allocations from General Fund to RPTTF for Director of Human Resources & Risk Management, Personal Analyst III, Financial Analyst, Payroll Specialist, Accounting/Auditing Supervisor, City Manager, Executive Assistant to the City Clerk , Director of Development, Compliance and Enforcement, and Public Works Special Projects Manager		75,450
FY 17 City Manager Proposed Successor Agency DCE Budget	**$**	**4,728,372**
Successor Agency Net Increase/(Decrease)	**$**	**-**
Net Increase/(Decrease)	**$**	**(55,484)**

		Permit Technician
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	44,883
Buybacks		835
PERS		14,136
Medicare		663
SDI		411
Unemployment		654
Workers' Comp		4,229
Group Insurance		7,629
Retirees Group Insurance		3,017
Total Salary & Benefits	$	76,457

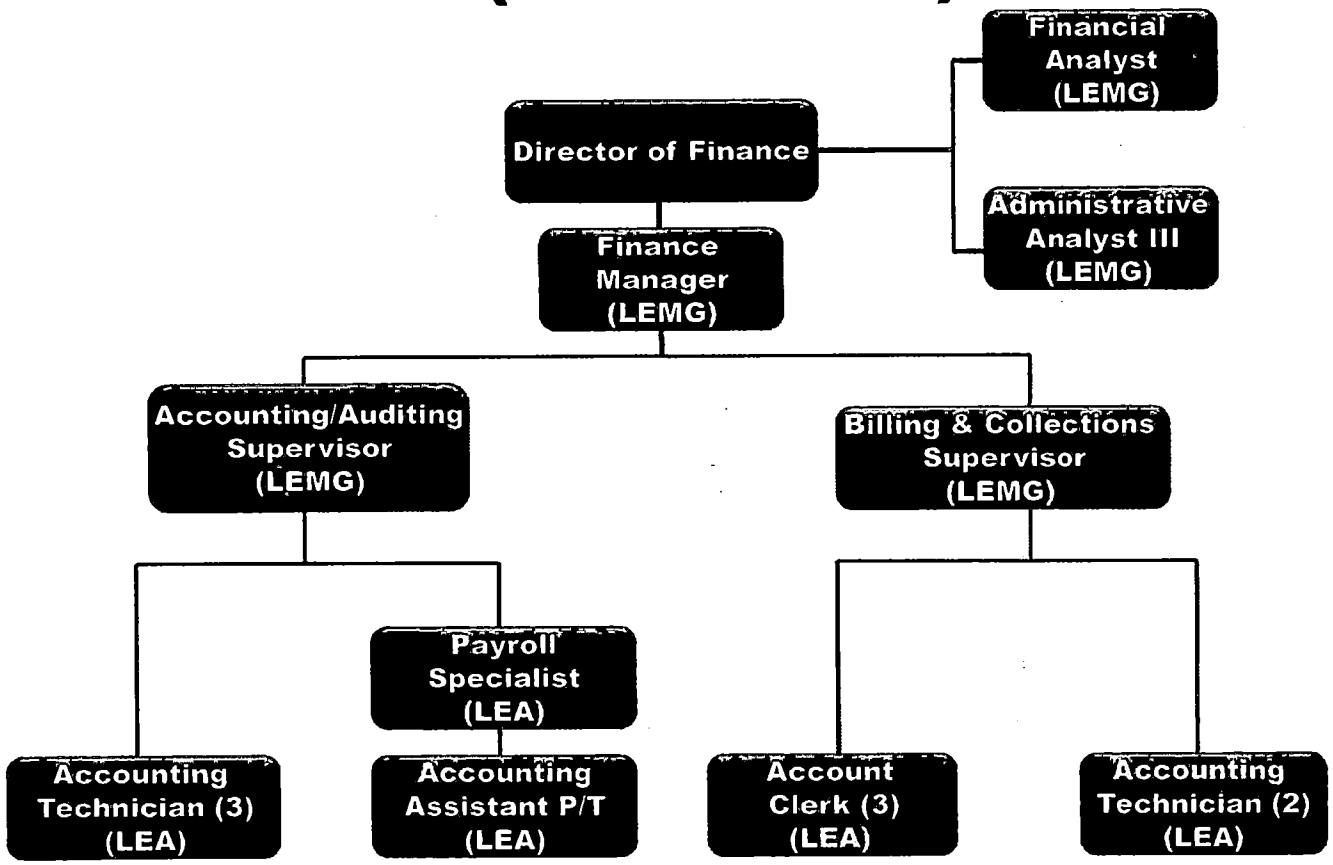
	Redevelopment Associate
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$ 76,054
Buybacks	3,302
FICA	-
PERS	24,536
Medicare	1,151
SDI	714
Unemployment	1,135
Workers' Comp	7,340
Group Insurance	19,497
Retirees Group Insurance	5,237
Total Salary & Benefits	$ 138,966

	Vacant Part-Time Parking (Code) Enforcement Officer
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$ 19,560
FICA	1,213
Medicare	284
SDI	176
Unemployment	280
Workers' Comp	1,809
Group Insurance	-
Retirees Group Insurance	1,291
Total Salary & Benefits	$ 24,613

	Vacant Code Enforcement Officer
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$ 54,626
Buybacks	1,040
PERS	17,211
Medicare	807
SDI	501
Unemployment	796
Workers' Comp	5,149
Group Insurance	7,629
Retirees Group Insurance	3,674
Total Salary & Benefits	$ 91,433

	Director of DCE ($144,000 Base Salary)	Director of DCE ($135,000 Base Salary)	
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$ 144,000	$ 135,000	
Buybacks	6,923	6,490	
PERS	46,664	43,747	
Medicare	2,188	2,052	
SDI	1,358	1,273	
Unemployment	2,158	2,023	
Workers' Comp	13,960	13,088	
Group Insurance	18,865	18,865	
Retirees Group Insurance	9,961	9,338	
Total Salary & Benefits	$ 246,078	$ 231,877	$ 14,201

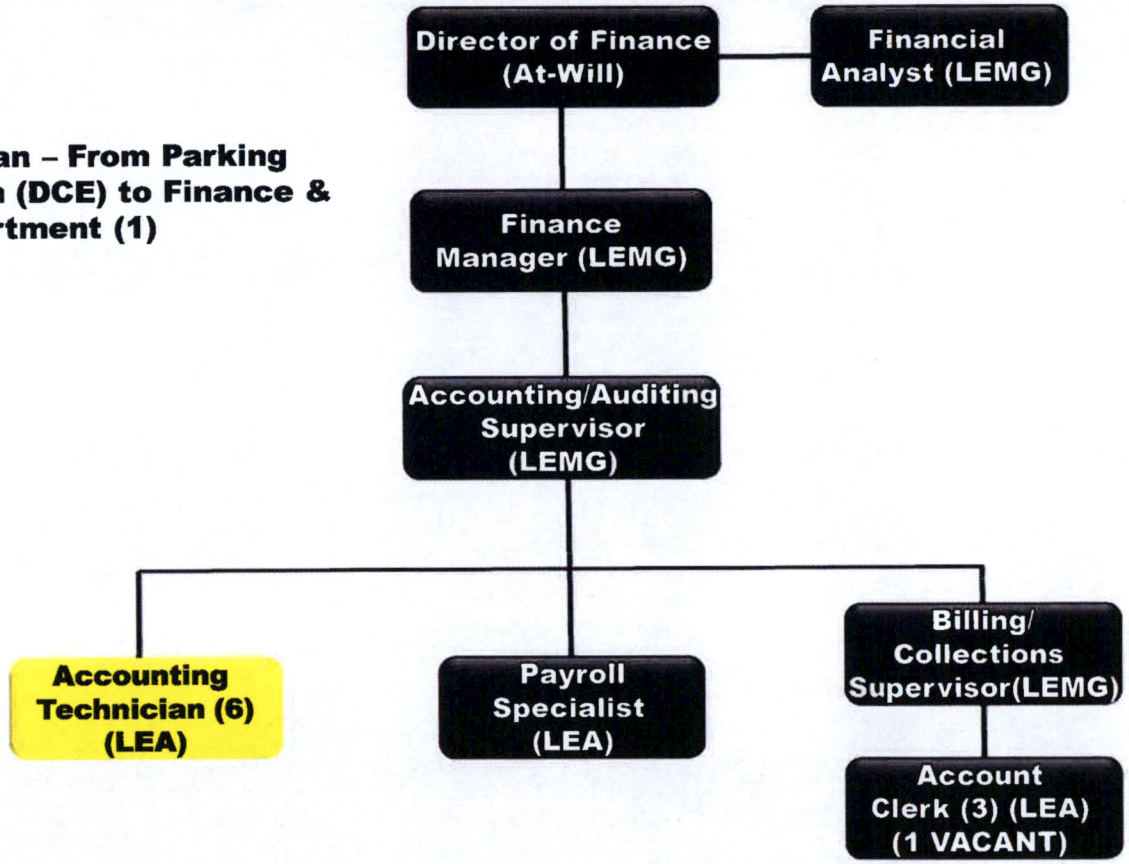
FINANCE & ADMINISTRATION (CURRENT)



FINANCE & ADMINISTRATION (PROPOSED)

Transfer

- **Accounting Technician – From Parking Enforcement Division (DCE) to Finance & Administration Department (1)**



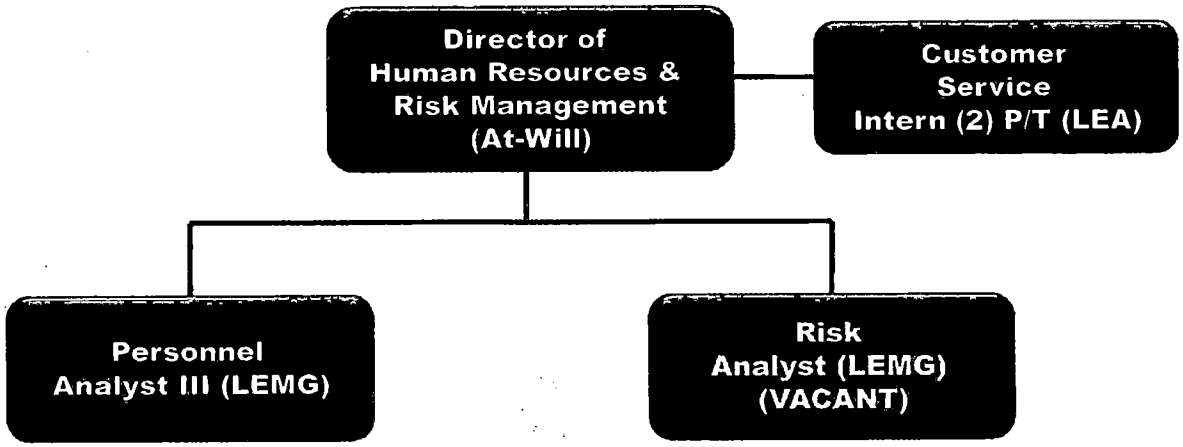
FINANCE & ADMINISTRATION DEPARTMENT - PROPOSED BUDGET RECOMMENDATIONS

The Finance & Administration Department Budget will increase by $34,778.

FY 17 Department Proposed General Fund Finance Budget	$	1,161,250
Elimination of Vacant Part-Time Accounting Assistant Position		(13,387)
Reduction of Legislative Advocacy Group Contract to $3,000/Month [$2,000/Month Reduction]		(24,000)
Transfer of Salaries & Benefits to RPTTF - Financial Analyst, Payroll Specialist, and Accounting/Auditing Supervisor		(19,334)
Transfer of Accounting Technician from Development, Compliance & Enforcement Department (Parking Enforcement Division) to Finance & Administration Department		100,424
FY 17 City Manager Proposed General Fund Finance Budget	**$**	**1,204,953**
General Fund Net Increase/(Decrease)	**$**	**43,703**
FY 17 Department Proposed Refuse Fund Finance Budget	$	319,821
Elimination of Vacant Part-Time Accounting Assistant Position		(2,231)
FY 17 City Manager Proposed Refuse Fund Finance Budget	**$**	**317,590**
Refuse Fund Net Increase/(Decrease)	**$**	**(2,231)**
FY 17 Department Proposed Water Fund Finance Budget	$	479,608
Elimination of Vacant Part-Time Accounting Assistant Position		(3,347)
FY 17 City Manager Proposed Water Fund Finance Budget	**$**	**476,261**
Water Fund Net Increase/(Decrease)	**$**	**(3,347)**
FY 17 Department Proposed Sewer Fund Finance Budget	$	395,521
Elimination of Vacant Part-Time Accounting Assistant Position		(3,347)
FY 17 City Manager Proposed Sewer Fund Finance Budget	**$**	**392,174**
Sewer Fund Net Increase/(Decrease)	**$**	**(3,347)**
Net Increase/(Decrease)	**$**	**34,778**

		Part-Time Accounting Assistant
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	17,732
FICA		1,099
Medicare		257
SDI		160
Unemployment		254
Workers' Comp		1,640
Retirees Group Insurance		1,170
Total Salary & Benefits	$	22,312

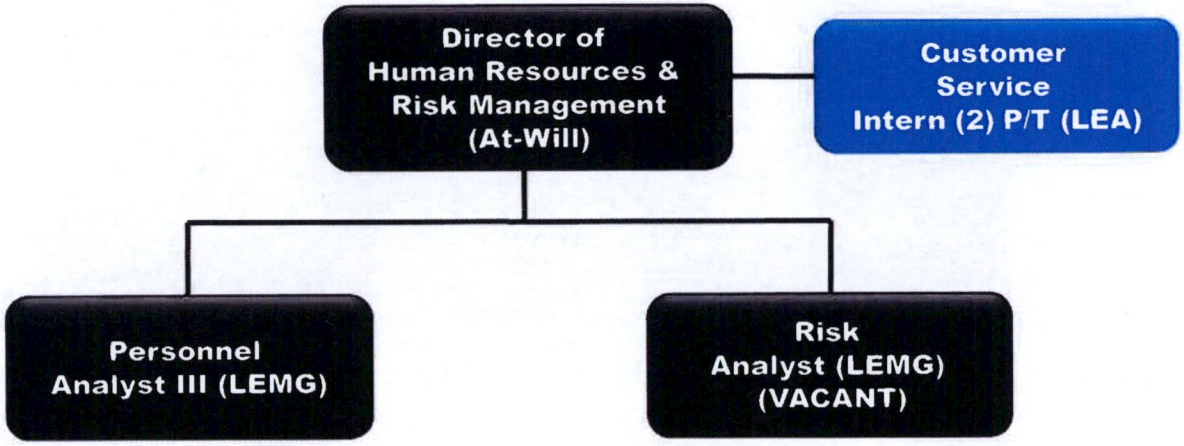
HUMAN RESOURCES (CURRENT)



HUMAN RESOURCES (PROPOSED)

Upgrade

- **Part-Time Customer Service Intern to Part-Time PERS (1)**



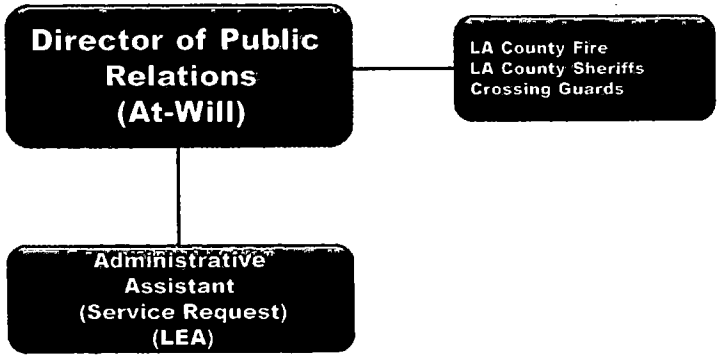
HUMAN RESOURCES - PROPOSED BUDGET RECOMMENDATIONS

The General Fund Human Resources Department Budget will decrease by $5,855.

FY 17 Department Proposed General Fund Human Resources Budget	$	733,313
Human Resources Salaries and Benefits - Upgrade 1 Customer Services Intern to Part-Time PERS		10,823
Transfer of Salaries & Benefits to RPTTF - Director of Human Resources & Risk Management and Personal Analyst III		(16,678)
FY 17 City Manager Proposed General Fund Human Resources Budget	**$**	**727,458**

Salary & Benefits for Non-PERS Customer Services Intern	$	16,257
Salary & Benefits for PERS Customer Services Intern (with PERS and Medical Benefits)		
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	12,920
PERS		3,995
Medicare		187
SDI		116
Unemployment		185
Workers' Comp		1,195
Group Insurance		7,629
Retirees Group Insurance		853
Total Salary & Benefits	$	27,080

PUBLIC RELATIONS (CURRENT)



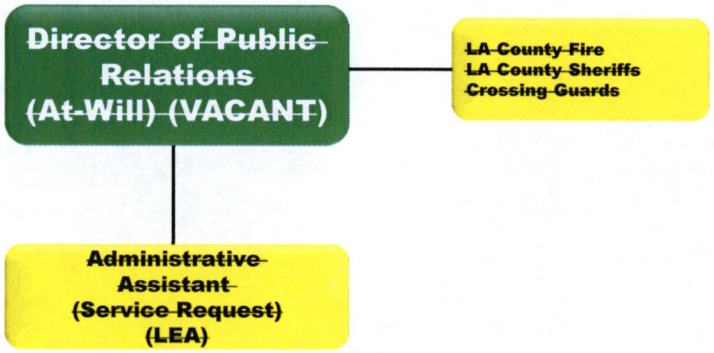
PUBLIC RELATIONS (PROPOSED)

Elimination

- **Director of Public Relations (1 Vacant)**

Transfer

- **Administrative Assistant to City Manager's Office**



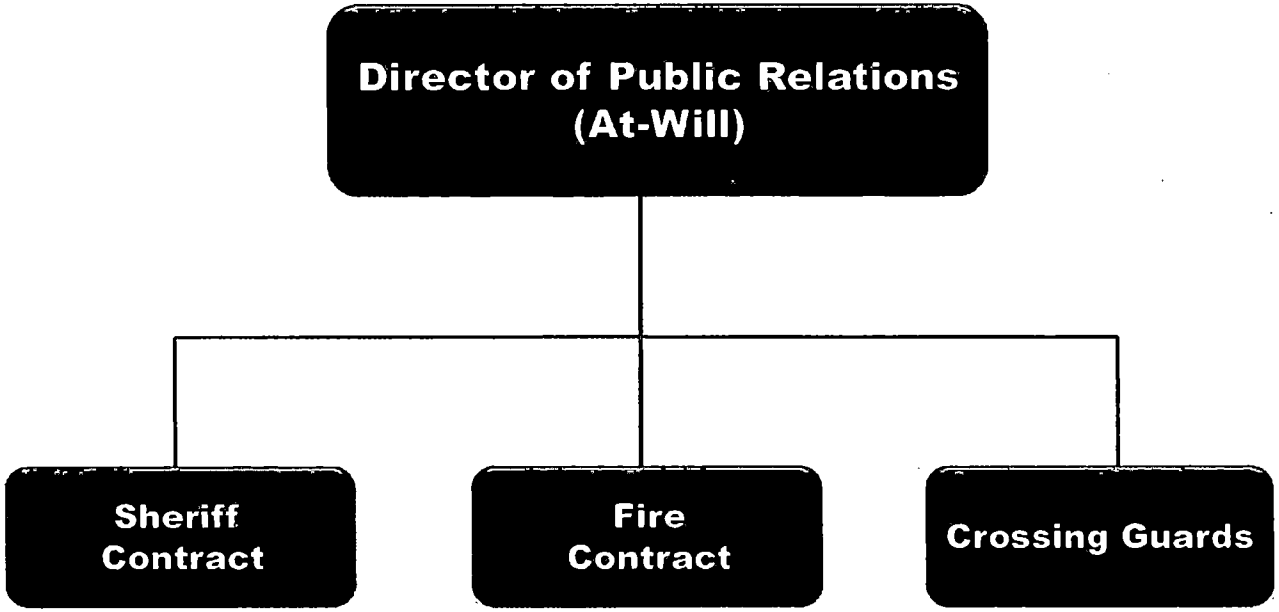
PUBLIC RELATIONS - PROPOSED BUDGET RECOMMENDATIONS

The Public Relations Department Budget will decrease to zero.

FY 17 Department Proposed Public Relations Budget	$	486,589
Elimination of Vacant Public Relations Director Position - General Fund		(194,231)
Transfer of Administrative Assistant (Service Requests) to the City Manager's Office - General Fund		(84,019)
Shift of Management of Crossing Guards Contract to the Public Safety Manager in the Development, Compliance & Enforcement Department - Traffic Safety Fund		(190,008)
Transfer of Operational Budget to the City Manager's Office - General Fund		(18,331)
	$	(486,589)
FY 17 City Manager Proposed Public Relations Budget	$	-

Vacant Public Relations Director - Salary and Benefits		
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	118,095
Buybacks		5,406
PERS		38,185
Medicare		1,791
SDI		1,112
Unemployment		1,766
Workers' Comp		11,424
Group Insurance		8,301
Retirees Group Insurance		8,151
Total Salary & Benefits	$	194,231

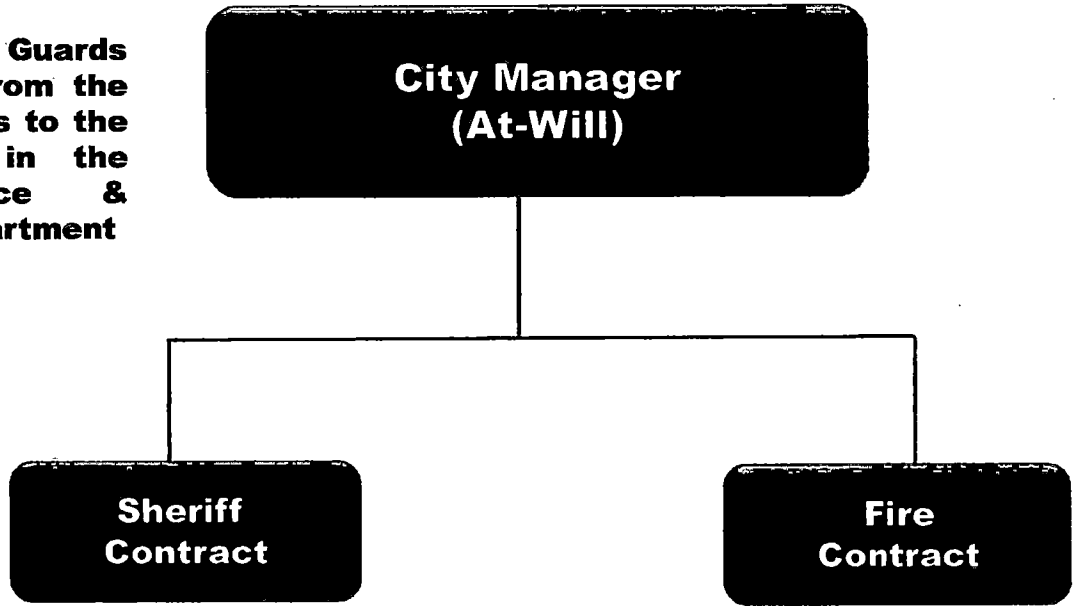
PUBLIC SAFETY (CURRENT)



PUBLIC SAFETY (PROPOSED)

Management of Public Safety Contracts (Sheriff and Fire) will be shifted from the Director of Public Relations to the City Manager

Management of Crossing Guards Contract will be shifted from the Director of Public Relations to the Public Safety Manager in the Development, Compliance & Enforcement Services Department



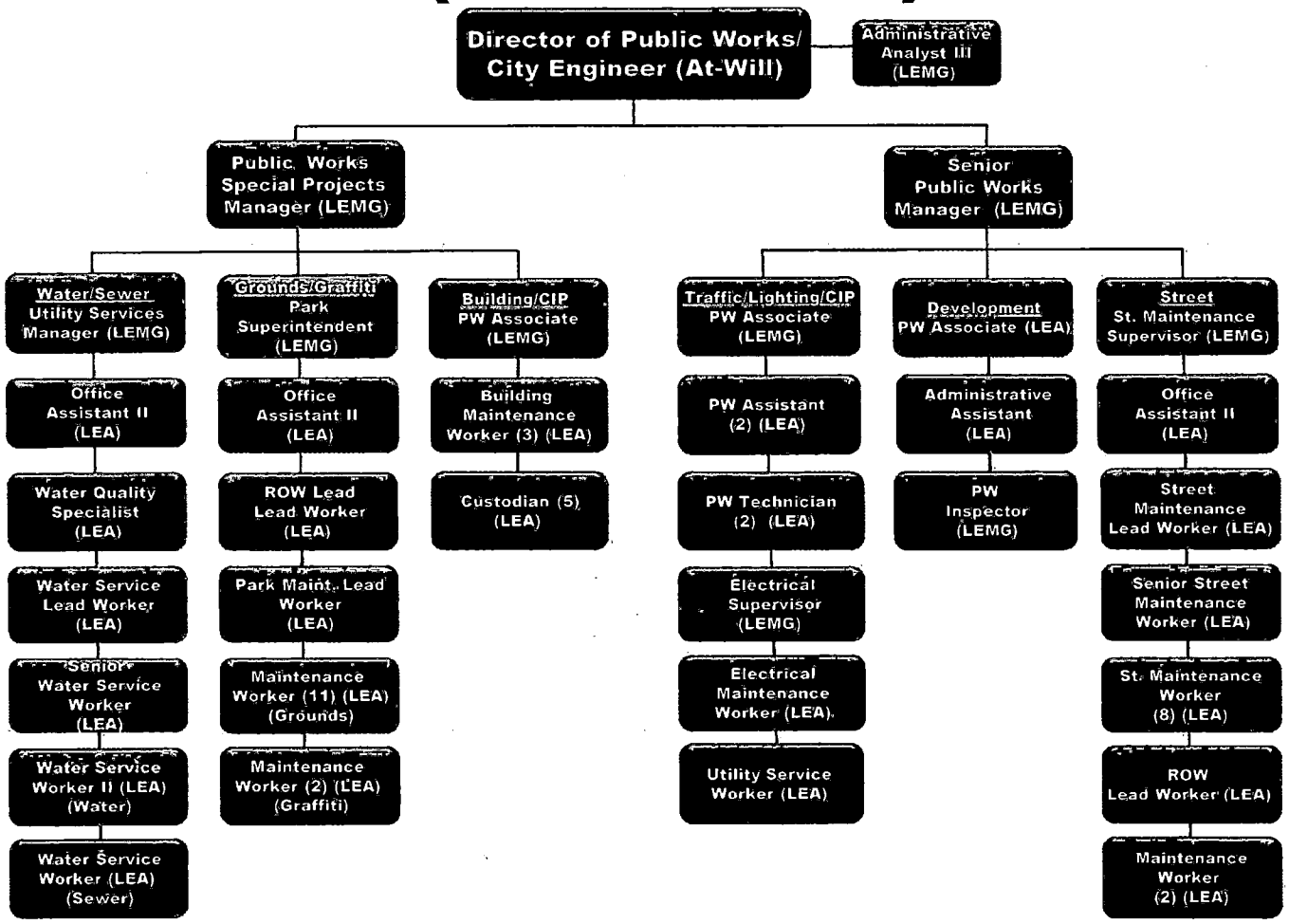
PUBLIC SAFETY - PROPOSED BUDGET RECOMMENDATIONS

The General Fund Public Safety Budget will decrease by $186,402.

FY 17 Department Proposed General Fund Public Safety Budget	$	16,368,942
Decrease - LA County Sheriff - No Change in Rate for Former Growth Deputies - In FY 17, two (2) Growth Deputies were reclassed to Non-Relief Deputies. The base rate for a Growth Deputy is $163,226 vs. $248,341 for a Non-Relief Deputy. Of the $812,990 projected total increase for LA County Sheriff (unit cost and liability), $186,402 is due to the reclass of Growth Deputies to Non-Relief Deputies.		(186,402)
FY 17 City Manager Proposed General Fund Public Safety Budget	**$**	**16,182,540**

Growth Deputy Base Rate	$	163,226
9.5% Liability Rate		15,506
	$	178,732
Non-Relief Deputy Base Rate	$	248,341
9.5% Liability Rate		23,592
	$	271,933
2 Growth Deputies	$	357,464
2 Non-Relief Deputies		543,866
Increase Due to Reclass of Growth Deputies to Non-Relief Deputies	$	186,402

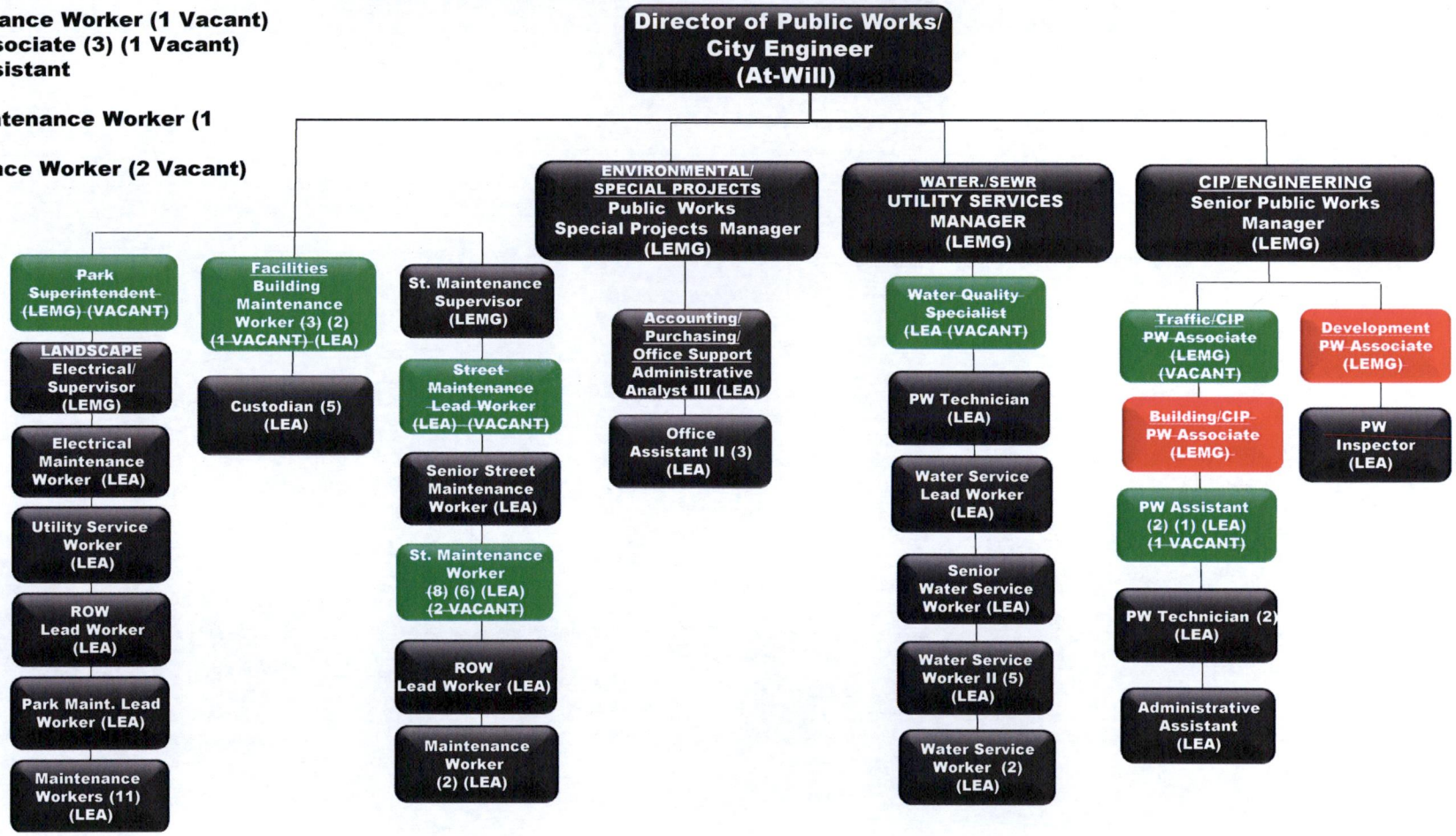
PUBLIC WORKS (CURRENT)



PUBLIC WORKS (PROPOSED)

Eliminations

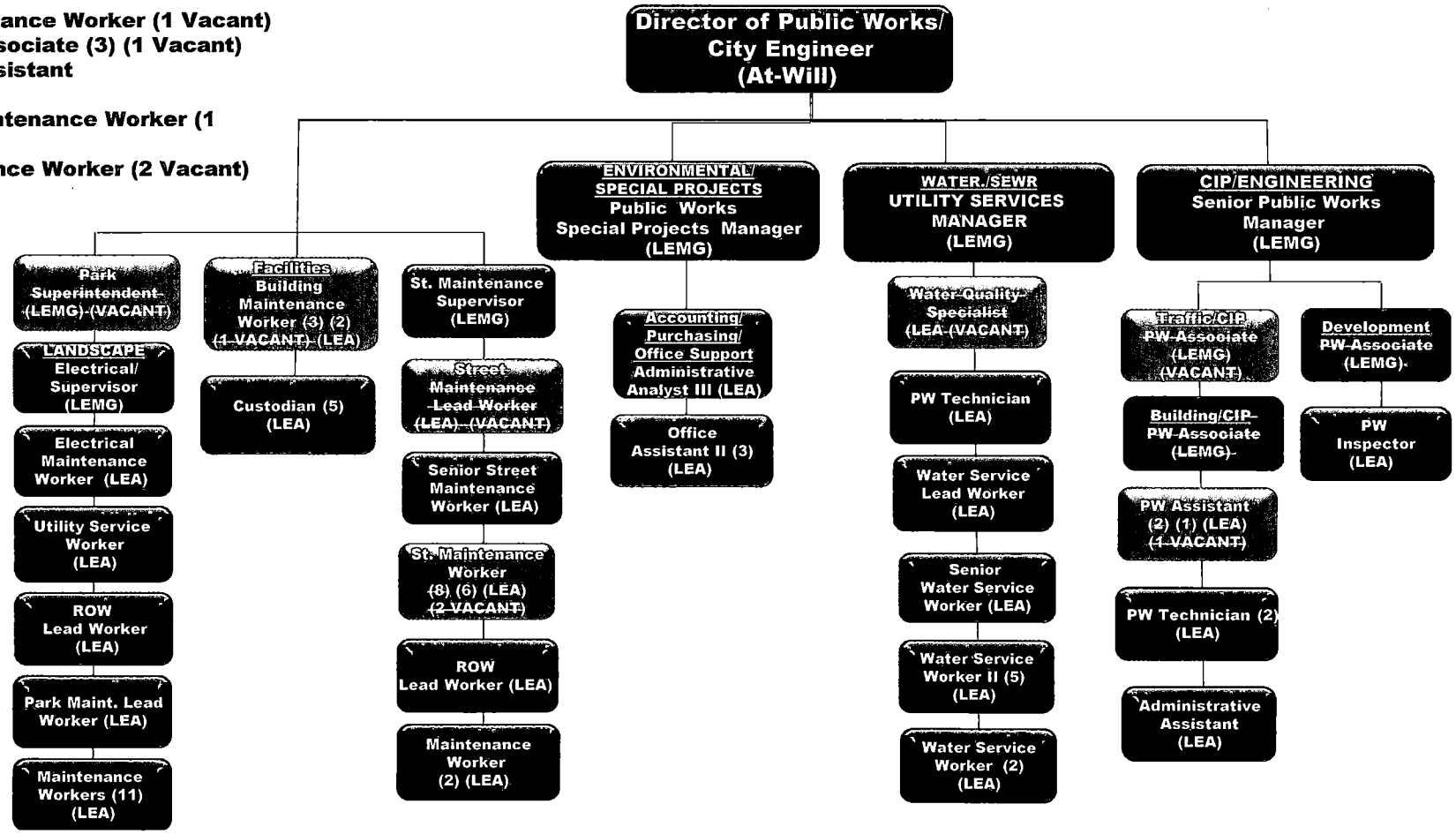
- Park Superintendent (1 Vacant)
- Water Quality Specialist (1 Vacant)
- Building Maintenance Worker (1 Vacant)
- Public Works Associate (3) (1 Vacant)
- Public Works Assistant (1 Vacant)
- Lead Street Maintenance Worker (1 Vacant)
- Street Maintenance Worker (2 Vacant)



PUBLIC WORKS (PROPOSED)

Eliminations

- Park Superintendent (1 Vacant)
- Water Quality Specialist (1 Vacant)
- Building Maintenance Worker (1 Vacant)
- Public Works Associate (3) (1 Vacant)
- Public Works Assistant (1 Vacant)
- Lead Street Maintenance Worker (1 Vacant)
- Street Maintenance Worker (2 Vacant)



PUBLIC WORKS DEPARTMENT - PROPOSED BUDGET RECOMMENDATIONS

The Public Works Department Budget will decrease by $1,201,917.

FY 17 Department Proposed General Fund Public Works Budget	$	2,044,292
Elimination of Public Works Associate 1 - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(22,814)
Elimination of Vacant Building Maintenance Worker		(53,039)
Elimination of Vacant Park Superintendent		(50,999)
Elimination of Bateman Hall Renovation Budget		(300,000)
FY 17 City Manager Proposed General Fund Public Works Budget	**$**	**1,617,440**
General Fund Net Increase/(Decrease)	**$**	**(426,852)**
FY 17 Department Proposed Traffic Safety Fund Public Works Budget	$	2,387,550
Elimination of Vacant Public Works Associate		(29,486)
Elimination of Public Works Associate 2 - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(8,591)
Elimination of Vacant Street Maintenance Lead Worker		(78,567)
Elimination of Vacant Street Maintenance Worker 2		(51,880)
Transfer of Salaries & Benefits to RPTTF - Public Works Special Projects Manager		(17,019)
FY 17 City Manager Proposed Traffic Safety Fund Public Works Budget	**$**	**2,202,007**
Traffic Safety Fund Net Increase/(Decrease)	**$**	**(185,543)**
FY 17 Department Proposed Transportation Fund Public Works Budget	$	1,479,161
Elimination of Vacant Street Maintenance Worker 1		(69,173)
Elimination of Vacant Public Works Associate		(11,795)
FY 17 City Manager Proposed Transportation Fund Public Works Budget	**$**	**1,398,193**
Transportation Fund Net Increase/(Decrease)	**$**	**(80,968)**
FY 17 Department Proposed Street Lighting Fund Public Works Budget	$	1,092,372
Elimination of Vacant Public Works Associate		(17,692)
Elimination of Public Works Associate 2 - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(8,591)
FY 17 City Manager Proposed Street Lighting Fund Public Works Budget	**$**	**1,066,089**
Street Lighting Fund Net Increase/(Decrease)	**$**	**(26,283)**
FY 17 Department Proposed Landscape Maintenance Assessment District Fund Public Works Budget	$	1,596,373
Elimination of Vacant Public Works Associate		(5,897)
Elimination of Vacant Park Superintendent		(50,999)
FY 17 City Manager Proposed Landscape Maintenance Assessment District Fund Public Works Budget	**$**	**1,539,477**
Landscape Maintenance Assessment Fund Net Increase/(Decrease)	**$**	**(56,896)**
FY 17 Department Proposed Water/Enterprise Fund Public Works Budget	$	8,618,648
Elimination of Vacant Public Works Associate		(23,589)
Elimination of Public Works Associate 1 - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(18,251)
Elimination of Public Works Associate 2 - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(8,591)
Elimination of Vacant Building Maintenance Worker		(11,366)
Elimination of Vacant Street Maintenance Worker 2		(17,293)

Elimination of Vacant Water Quality Specialist		(90,312)
FY 17 City Manager Proposed Water/Enterprise Fund Public Works Budget	**$**	**8,449,246**
Water Fund Net Increase/(Decrease)	**$**	**(169,402)**
FY 17 Department Proposed Sewer Fund Public Works Budget	$	1,846,013
Elimination of Vacant Public Works Associate		(23,589)
Elimination of Vacant Building Maintenance Worker		(11,366)
Elimination of Vacant Water Quality Specialist		(10,035)
FY 17 City Manager Proposed Sewer Fund Public Works Budget	**$**	**1,801,023**
Sewer Fund Net Increase/(Decrease)	**$**	**(44,990)**
FY 17 Department Proposed Capital Improvement Program Fund Public Works Budget	$	30,429,649
Elimination of Vacant Public Works Associate		(5,897)
Elimination of Public Works Associate 1 - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(50,190)
Elimination of Public Works Associate 2 - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(60,139)
Elimination of Vacant Public Works Assistant		(94,757)
FY 17 City Manager Proposed Capital Improvement Program Fund Public Works Budget	**$**	**30,218,666**
Sewer Fund Net Increase/(Decrease)	**$**	**(210,983)**
Net Increase/(Decrease)	**$**	**(1,201,917)**

		Public Works Associate
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	62,329
Buybacks		2,997
PERS		20,198
Medicare		947
SDI		588
Unemployment		934
Workers' Comp		6,043
Group Insurance		19,598
Retirees Group Insurance		4,312
Total Salary & Benefits	$	117,945

		Public Works Associate
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	77,357
Buybacks		3,646
PERS		25,045
Medicare		1,175
SDI		729
Unemployment		1,158
Workers' Comp		7,493
Group Insurance		19,518
Retirees Group Insurance		5,346
Total Salary & Benefits	$	141,467

		Public Works Associate
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	79,757
Buybacks		3,646
PERS		25,787
Medicare		1,209
SDI		751
Unemployment		1,193

Workers' Comp		7,715
Group Insurance		18,537
Retirees Group Insurance		5,502
Total Salary & Benefits	$	144,096

		Building Maintenance Worker
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	36,612
Buybacks		704
PERS		11,538
Medicare		541
SDI		336
Unemployment		534
Workers' Comp		3,452
Group Insurance		19,591
Retirees Group Insurance		2,463
Total Salary & Benefits	$	75,770

		Park Superintendent
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	53,788
Buybacks		1,034
PERS		16,951
Medicare		795
SDI		493
Unemployment		784
Workers' Comp		5,071
Group Insurance		19,462
Retirees Group Insurance		3,618
Total Salary & Benefits	$	101,997

		Water Quality Specialist
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	52,776
Buybacks		1,015
PERS		16,632
Medicare		780
SDI		484
Unemployment		769
Workers' Comp		4,976
Group Insurance		19,365
Retirees Group Insurance		3,550
Total Salary & Benefits	$	100,347

		Public Works Assistant
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	49,048
Buybacks		943
PERS		15,457
Medicare		725
SDI		450
Unemployment		715
Workers' Comp		4,624
Group Insurance		19,496
Retirees Group Insurance		3,299
Total Salary & Benefits	$	94,757

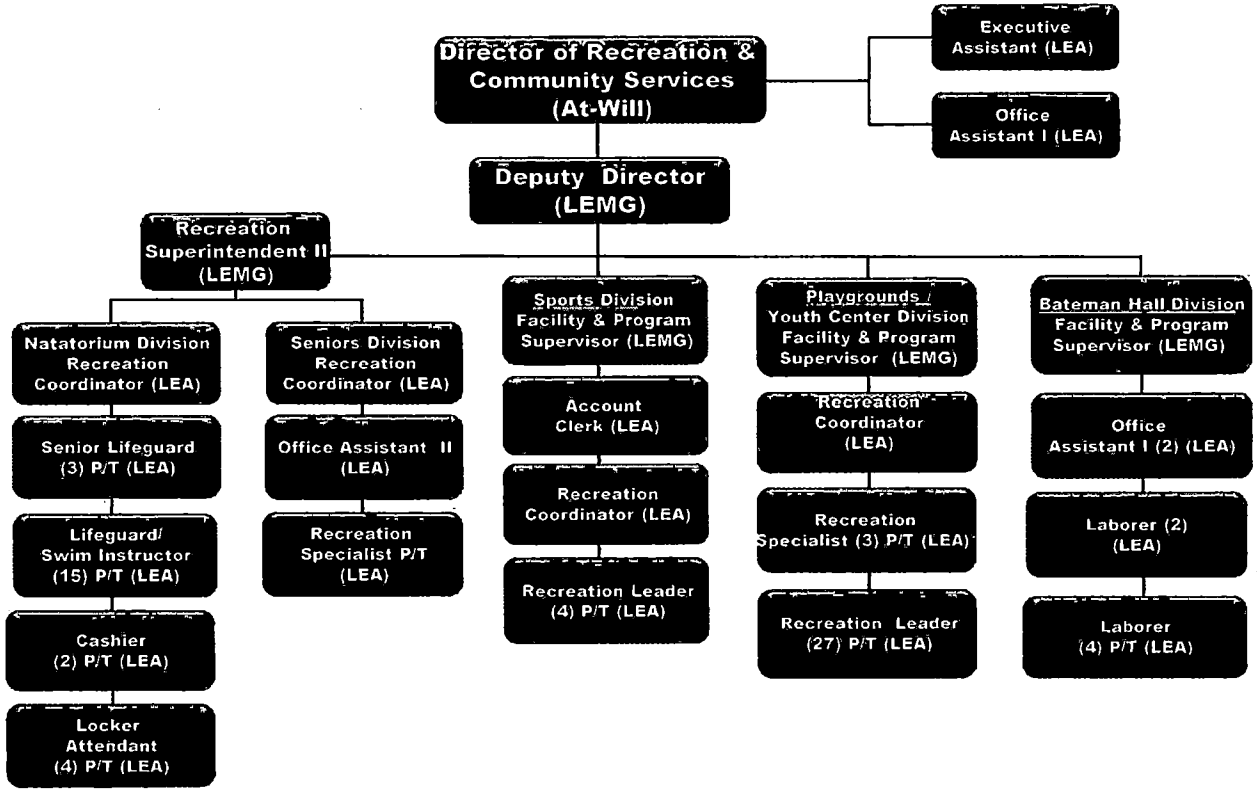
		Street Maintenance Lead Worker
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	38,437

Buybacks		739
PERS		12,113
Medicare		568
SDI		353
Unemployment		560
Workers' Comp		3,624
Group Insurance		19,588
Retirees Group Insurance		2,586
Total Salary & Benefits	$	78,567

		Street Maintenance Worker
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	32,388
Buybacks		623
PERS		10,207
Medicare		479
SDI		297
Unemployment		472
Workers' Comp		3,053
Group Insurance		19,476
Retirees Group Insurance		2,179
Total Salary & Benefits	$	69,173

		Street Maintenance Worker
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	32,388
Buybacks		623
PERS		10,207
Medicare		479
SDI		297
Unemployment		472
Workers' Comp		3,053
Group Insurance		19,476
Retirees Group Insurance		2,179
Total Salary & Benefits	$	69,173

RECREATION & COMMUNITY SERVICES (CURRENT)



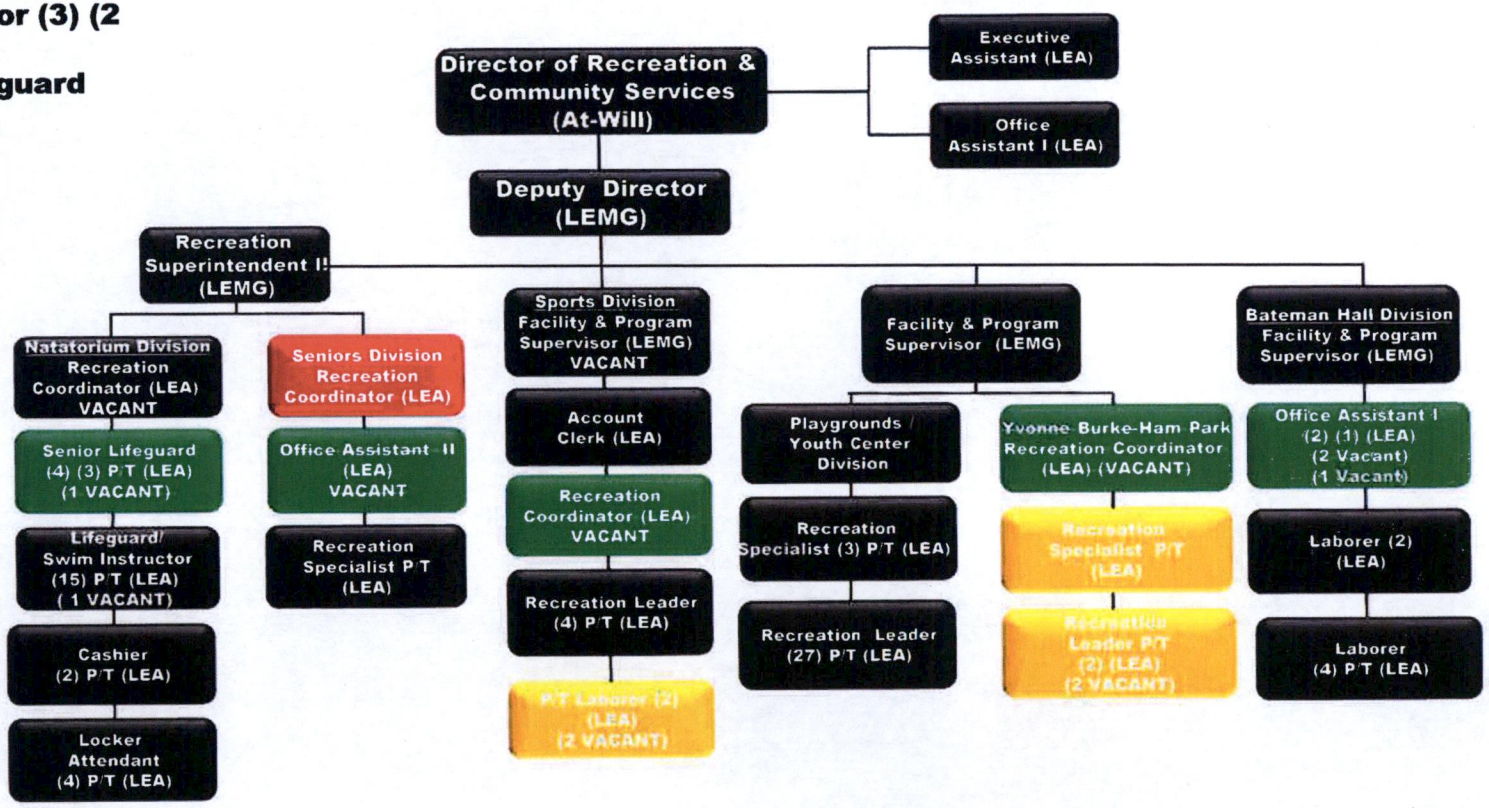
RECREATION & COMMUNITY SERVICES (PROPOSED)

Eliminations

- **Office Assistant I (1 Vacant)**
- **Office Assistant II (1 Vacant)**
- **Recreation Coordinator (3) (2 Vacant)**
- **Part-Time Senior Lifeguard (1 Vacant)**

Additions

- **Part-Time Laborer (2)**
- **Part-Time Recreation Leader (2)**
- **Part-Time Recreation Specialist (1)**



RECREATION & COMMUNITY SERVICES DEPARTMENT - PROPOSED BUDGET RECOMMENDATIONS

The Recreation & Community Services Department Budget will decrease by $264,348.

FY 17 Department Proposed General Fund Recreation Budget	$	3,222,170
Elimination of Recreation Coordinator Position - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(48,586)
Elimination of Vacant Office Assistant I Position		(56,518)
Elimination of Vacant Office Assistant II Position		(57,359)
Elimination of Vacant Recreation Coordinator Position		(146,022)
Elimination of Vacant Part-Time Senior Lifeguard Position		(14,423)
Addition of Part-Time Recreation Leader - Youth Center/Burke-Ham Park		17,616
Addition of Part-Time Laborer - Sports		21,118
Addition of Part-Time Recreation Specialist		25,402
FY 17 City Manager Proposed General Fund Recreation Budget	**$**	**2,963,398**
General Fund Net Increase/(Decrease)	**$**	**(258,772)**
FY 17 Department Proposed CDBG Fund Recreation Budget	$	50,000
Elimination of Recreation Coordinator Position - Based on October 1 Separation Date (Net of Projected Payouts for Leave Time)		(2,557)
Elimination of Vacant Office Assistant II Position		(3,019)
FY 17 City Manager Proposed CDBG Fund Recreation Budget	**$**	**44,424**
CDBG Fund Net Increase/(Decrease)	**$**	**(5,576)**
Net Increase/(Decrease)	**$**	**(264,348)**

		Recreation Coordinator
Salary - Base Salary Plus Special Pays (i.e. Longevity Pay)	$	48,808
Buybacks		815
PERS		15,343
Medicare		720
SDI		447
Unemployment		710
Workers' Comp		4,590
Group Insurance		1,465
Retirees Group Insurance		3,275
Cash In Lieu		6,000
Total Salary & Benefits	$	82,173

	Office Assistant I
Salary - Base Salary	$ 24,157
Buybacks	464
PERS	7,613
Medicare	357
SDI	222
Unemployment	352
Workers' Comp	2,277
Group Insurance	19,451
Retirees Group Insurance	1,625
Total Salary & Benefits	$ 56,518

	Office Assistant II
Salary - Base Salary	$ 26,630
Buybacks	512
PERS	8,392
Medicare	394
SDI	244
Unemployment	388
Workers' Comp	2,511
Group Insurance	19,516
Retirees Group Insurance	1,791
Total Salary & Benefits	$ 60,378

	Recreation Coordinator
Salary - Base Salary	$ 34,867
Buybacks	670
PERS	10,988
Medicare	515
SDI	320
Unemployment	508
Workers' Comp	3,287
Group Insurance	19,510
Retirees Group Insurance	2,345
Total Salary & Benefits	$ 73,011

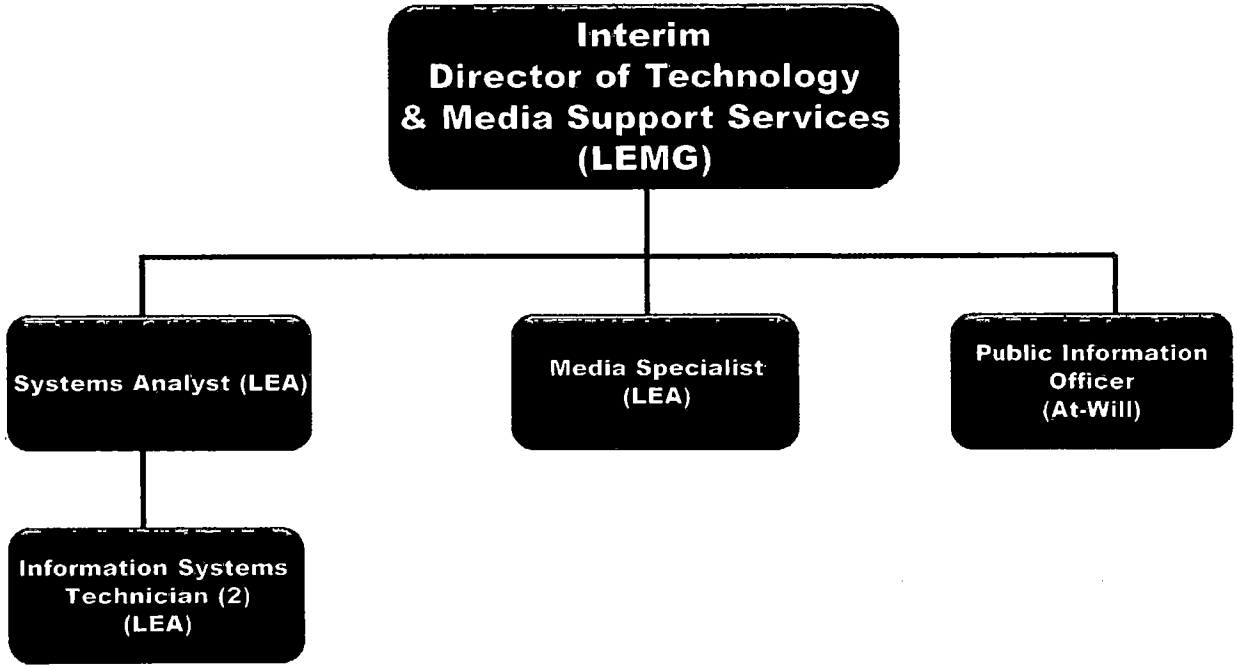
	Part-Time Senior Lifeguard
Salary - Base Salary	$ 11,462
Buybacks	-
FICA	711
Medicare	166
SDI	103
Unemployment	164
Workers' Comp	1,060
Group Insurance	-
Retirees Group Insurance	757
Total Salary & Benefits	$ 14,423

	Part-Time Recreation Leader
Salary - Base Salary	$ 7,000
Buybacks	-
FICA	434
Medicare	102
SDI	63
Unemployment	100
Workers' Comp	648
Group Insurance	-
Retirees Group Insurance	462
Total Salary & Benefits	$ 8,808

	Part-Time Laborer
Salary - Base Salary	8,392
Buybacks	-
FICA	520
Medicare	122
SDI	76
Unemployment	120
Workers' Comp	776
Group Insurance	-
Retirees Group Insurance	554
Total Salary & Benefits	10,559

	Part-Time Recreation Specialist
Salary - Base Salary	$ 14,155
Buybacks	-
FICA	878
Medicare	205
SDI	127
Unemployment	202
Workers' Comp	1,309
Group Insurance	7,591
Retirees Group Insurance	934
Total Salary & Benefits	$ 25,402

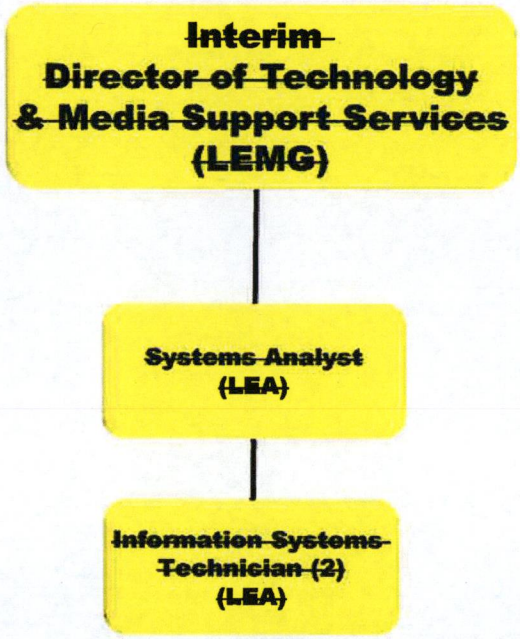
TECHNOLOGY & MEDIA SUPPORT SERVICES (CURRENT)



TECHNOLOGY & MEDIA SUPPORT SERVICES (PROPOSED)

Transfer

- **Interim Director of Technology & Media Support Services to City Manager's Office (1)**
- **System Analyst to City Manager's Office (1)**
- **Information Systems Technician to City Manager's Office (2)**



TECHNOLOGY AND MEDIA SUPPORT SERVICES - PROPOSED BUDGET RECOMMENDATIONS

The Technology and Media Support Services (TMSS) Department Budget will decrease to zero.

FY 17 Department Proposed TMSS Budget	$	917,425
Transfer of Interim Director of Technology & Media Support Services to the City Manager's Office		(160,626)
Transfer of Information Systems Analyst to the City Manager's Office		(107,949)
Transfer of Information Systems Technician to the City Manager's Office		(195,140)
Transfer of Media Specialist to the City Manager's Office		(115,701)
Transfer of Operational Budget to the City Manager's Office		(338,009)
	$	(917,425)
FY 17 City Manager Proposed TMSS Budget	$	-

Eliminate Vacant Positions

	Department/Office	Position	No. of FTEs	FY 17 Budgeted Salary & Benefits	Offsets		FY 17 Projected (Net) Salary Savings - All Funds	FY 17 Projected (Net) Salary Savings - General Fund	Proposed Salary Allocation
1	Development, Compliance & Enforcement	Part-Time Parking Control Officer	0.50	$ 24,613			$ 24,613	$ 24,613	100% General Fund
	Development, Compliance & Enforcement	Code Enforcement Officer	1.00	91,433			91,433	91,433	100% General Fund
2	Public Works	Public Works Associate	1.00	117,945	-	N/A	117,945	-	25% Traffic Safety Fund, 10% Transportation Fund, 15% Street Lighting Fund, 5% Landscape Maintenance Fund, 20% Water Fund, 20% Sewer Fund, 5% CIP
3	Public Works	Public Works Assistant	1.00	94,757	-	N/A	94,757	-	100% CIP
4	Public Works	Lead Street Maintenance Worker	1.00	78,567	-	N/A	78,567	-	100% Traffic Safety Fund
5	Public Works	Lead Building Maintenance Worker	1.00	78,567	-	N/A	78,567	31,427	40% General Fund, 50% Water Fund, 10% Sewer Fund
6	Public Works	Street Maintenance Worker	2.00	138,347	-	N/A	138,347	-	Position 1 - 100% Transportation Fund; Position 2 - 75% Traffic Safety Fund, 25% Water Fund
7	Recreation & Community Services	Office Assistant II - Seniors	1.00	60,378	-	N/A	60,378	57,359	95% General Fund, 5% CDBG Fund
8	Recreation & Community Services	Recreation Coordinator - Youth Center	1.00	73,011	-	N/A	73,011	73,011	100% General Fund
9	Recreation & Community Services	Office Assistant I - Bateman	1.00	56,518	-	N/A	56,518	56,518	100% General Fund
10	Recreation & Community Services	Recreation Coordinator - Sports	1.00	73,011	-	N/A	73,011	73,011	100% General Fund
11	Recreation & Community Services	Part-Time Senior Lifeguard	0.50	14,423	-	N/A	14,423	14,423	100% General Fund
12	Finance & Administration	Part-Time Accounting Assistant	0.50	22,312	-	N/A	22,312	13,387	60% General Fund, 15% Water Fund, 15% Sewer Fund, 10% Refuse Fund
		TOTAL	**12.50**	**$ 923,882**	**$ -**		**$ 923,882**	**$ 435,162**	

Defer Hiring for Vacant Positions

	Department/Office	Position	No. of FTEs	FY 17 Budgeted Salary & Benefits	Offsets		FY 17 Projected (Net) Salary Savings - All Funds	FY 17 Projected (Net) Salary Savings - General Fund
1	Development, Compliance & Enforcement	Director of Development, Compliance and Enforcement	1.00	231,877	-	Urban Associates Budgeted for 6 Months; Position will be Filled by November 1	77,292	65,698
2	Finance & Administration	Account Clerk	1.00	75,790	(62,400)	MV Cheng - Temporary Staff	13,390	-
3	Recreation & Community Services	Part-Time Recreation Leader - Youth Center/Burke-Ham Park	1.00	17,616	-	Position will be Filled by October 1	4,404	4,404
4	Recreation & Community Services	Part-Time Laborer - Sports	1.00	21,118	-	Position will be Filled by October 1	5,280	5,280
		TOTAL	4.00	$ 346,401	$ (62,400)		$ 100,366	$ 75,382

Unclaimed Refundable Deposits - 2000 to 2009			
RECEIPT DATE	RECEIPT NO.	NAME	OUTSTANDING BALANCE
05/18/00	97797	SEFREINE CORTEZ	$ 1,000.00
05/01/00	98363	AARON INDUSTRIES	1,320.00
06/22/00	98690	WINFRED ROBERSON	400.00
08/02/00	99171	ENERGY DESIGN(ARIZONA PIPE)	728.00
08/10/00	99294	WILBUR OWENS	100.00
09/19/00	100610	WILBUR OWENS	2,400.00
10/02/00	100989	WILBUR OWENS	1,500.00
10/02/00	101053	WILBUR OWENS	500.00
05/01/01	103270	ABELL DEDMON DEV	1,352.50
09/20/01	99797	CONCRETE SERVICE	300.00
10/03/01	100000	IRIS CONSTRUCTION	1,000.00
10/18/01	10024	ROGELIO GONZALEZ	1,800.00
10/18/01	10025	DOTY BROTHERS	4,720.00
11/08/01	10057	WESTCOAS COMMUNICATION	180.00
12/20/01	10146	WESTCOAS COMMUNICATION	185.00
03/21/02	10353	C.W. HOWF, INC.	300.00
04/01/02	10370	LOUIS HWANG	4,800.00
04/01/02	10373	IMPERIAL SHOPPING CENTER	9,750.00
05/16/02	10493	ROBERT D. REED	1,630.00
05/20/02	10501	ERNESTO ECHEORRIA	600.00
07/31/02	10698	M & D PROPERTIES	4,000.00
10/24/02	11004	RITA CONSTRUCTION	150.00
07/07/03	12049	MCALPINE & SALYER CONST	9,880.00
09/10/03	11863	MCALPINE & SALYER CONST	7,460.00
10/28/03	12138	LTC DEVELOPMENT	3,695.00
11/17/03	12229	LTC DEVELOPMENT	12,500.00
12/15/03	122960	WILBUR OWENS	2,000.00
01/26/04	124561	MC CARTHY	2,320.00
06/15/04	112960	VOID/CHK RILEY'S PIPELINT	60.00
06/15/04	109197	VOID/CHK RILEY BLACKBURN	72.00
08/26/04	125575	CITY PLUMBING	3,000.00
10/14/04	126992	CITY PLUMBING	3,000.00
10/19/04	127111	MARGARITA DIAZ	157.00
11/01/04	127295	GREEN	400.00
11/03/04	127420	EXCEL PROPERTY MANAGEMENT	17,750.00
12/28/04	133045	SPATES EXCAVATION	350.00
03/29/05	135208	E.AVICO INC.	9,600.00
04/12/05	134430	MARIA LOZA	6,000.00
04/28/05	135858	RAY ZUNIGA	2,200.00
05/19/05	134615	A.HICKS	2,000.00
05/31/05	134776	E.JOSE	450.00
08/17/05	137855	FERNANDO M LOPEZ	3,000.00
09/13/05	139492	RICARDO PERALES	75.00
10/05/05	139156	JUAN RODRIGUEZ	2,495.00
10/24/05	140116	HUMBERTO LOPEZ	4,120.00
11/07/05	140600	E. AVICO	20.00
11/16/05	141717	BEN S JASSO	200.00
12/20/05	141295	J. CARMEN SERRANO	2,560.00
01/09/06	142054	JOSE LUIS JIMENEZ	4,008.00

RECEIPT DATE	RECEIPT NO.	NAME	OUTSTANDING BALANCE
01/09/06	141499	UNIVERSAL MOLDING	10,000.00
01/09/06	141500	GUADALUPE BURGES	3,000.00
02/21/06	142568	ALFRED CARRERA	3,160.00
03/29/06	143301	MARILYN MONDRAGON	6,700.00
04/13/06	143572	OTTO MENDEZ	2,100.00
04/18/06	144035	PLACO INVESTMENT CO.	1,500.00
05/11/06	144746	PEDRO LOPEZ	2,420.00
05/16/06	143637	CONSUELO LOPEZ	2,820.00
06/05/06	149373	OTTO MENDEZ	2,720.00
06/22/06	148568	FRANCISCO ROSALES	3,650.00
07/05/06	149846	JASSO CONSTRUCTION	9,880.00
07/24/06	150154	HECTOR NAVAREZ	9,340.00
07/26/06	150193	DAY CONSTRUCTION	2,100.00
08/29/06	146075	AMERICAN HOME IMPROVEMENT	3,200.00
09/06/06	145111	AMBER AND OTTO MENDEZ	8,100.00
09/06/06	145154	AMBER AND MARISCAL	7,000.00
09/27/06	146674	REBEKA MORALES	1,020.00
10/10/06	145718	ATE ENVIRONMENTAL	8,720.00
11/01/06	147071	PEDRO LOPEZ	391.00
12/06/06	147621	ESTELA PLASCENCIA	2,180.00
12/21/06	150450	AMI ADINI & ASSOC. INC.	160.00
02/12/07	151862	HARDY & HARPER	4,972.50
03/15/07	152953	FRANCISCO FARELA	2,560.00
03/21/07	153287	THE BEST DEMOLITION	5,290.00
05/22/07	155183	JOSE LUNA	3,020.00
05/31/07	155622	AT&T	210.00
06/07/07	155814	EXCEL PAVING	8,848.25
07/02/07	156667	LEONEL BARRIOS	2,580.00
07/05/07	156596	BULLETIN JIM HENDERSON	496.00
07/11/07	156863	OLIVIA SANCHEZ	3,000.00
07/26/07	163787	JOSE ARAUJO	720.00
08/27/07	157316	JESUS HERRERA	2,460.00
09/26/07	158389	MARIA MENDOZA	2,060.00
10/03/07	158647	ANTONIA HERNANDEZ	3,760.00
11/06/07	159640	PAUL VASQUEZ	155.01
01/14/08	162538	ERIC P. CLARK	1,490.00
01/31/08	162366	HECTOR NEVAREZ	23,384.00
04/21/08	166258	EDDY F. ALVAREZ	5,980.00
05/01/08	166978	ISRAEL OLA	300.00
06/24/08	168126	PACIFIC WEST COMMUNICATIONS	600.00
07/21/08	168845	RICK FRAIJO	1,836.00
07/31/08	169272	JOSE LUIS ANGEL	6,920.00
09/10/08	170932	NICK SADEGHI / NASSCO CONSTR.	300.00
09/24/08	170508	IVAN FARFAN	7,740.00
04/01/09	175492	DELFINO GARCIA	150.00
04/08/09	175736	VINEYARD BANK	19,355.00
06/01/09	177100	WISEMAN DAWOODY/QUEEN BEE, LLC	300.00
06/01/09	177171	805 PROPERTY LLC	15,670.00
10/20/09	180326	GEOSYNTEC CONSULTANTS	1,340.00

RECEIPT DATE	RECEIPT NO.	NAME	OUTSTANDING BALANCE
11/11/09	180884	MICHAEL ANTHONY COMPANIES, INC.	500.00
		TOTAL	**$ 354,245.26**

GENERAL FUND OPERATIONAL BUDGET - PROPOSED REDUCTIONS		
	FY 17 Department Proposed Budget	Proposed Reduction
City Council	$ 237,282	$ (4,309)
City Clerk	392,118	$ (7,097)
City Treasurer	186,149	$ (3,369)
City Manager	869,646	$ (15,741)
Community Development	-	$ -
Development Services	-	$ -
Development, Compliance, & Enforcement	3,490,489	$ (63,178)
Finance & Administration	1,161,250	$ (21,036)
Human Resources	733,313	$ (13,317)
Public Relations	296,581	$ (5,386)
Public Works	2,044,292	$ (37,002)
Recreation & Community Services	3,222,170	$ (58,321)
Technology & Media Support Services	509,953	$ (9,230)
Total	**$ 13,143,243**	**$ (237,986)**

Statement of Historical Revenues, Expenses and Debt Service Coverage
Fiscal Years 2012-13 through 2016-17
Enterprise Funds

	2012-13 (Per CAFR)	2013-14 (Per CAFR)	2014-15 (Per CAFR)	2015-16 (Estimate)	2016-17 (Proposed)
Operating Revenues:					
Charges for Services	$10,417,014	$10,167,149	$10,298,091	$9,713,387	$9,933,103
Total Operating Revenues	$10,417,014	$10,167,149	$10,298,091	$9,713,387	$9,933,103
Operating Expenses:					
Water Utility	5,632,018.00	5,031,799	5,693,191	6,521,431	7,193,699
Sewer Utility	744,726	862,334	1,514,175	1,178,854	1,861,013
Administration (Combined Water Billing, IT & HR)	1,087,333	1,365,144	1,293,145	1,265,192	1,450,789
Depreciation on assets	384,847	501,607	342,570	342,570	342,570
Total Operating Expenses	$7,848,924	$7,760,884	$8,843,081	$9,308,047	$10,848,071
Operating Income (Loss)	$2,568,090	$2,406,265	$1,455,010	$405,340	($914,968)
Non-Operating Revenues (Expenses):					
Revenues from other agencies					
Use of money and property	73,345	69,463	65,441	53,852	53,852
Proceeds from sale of equipments (loss)					
Interest expense and fiscal charges	-1,012,936	-1,377,909	-928,788	-902,233	-879,949
Total Non-operating Revenues (Expenses)	($939,591)	($1,308,446)	($863,347)	($848,381)	($826,097)
Income (Loss) Before Transfers	$1,628,499	$1,097,819	$591,663	($443,041)	($1,741,065)
Net Revenue Available for Debt Service (1)	**$3,026,282**	**$2,977,335**	**$1,863,021**	**$801,762**	**($918,546)**
(1) Depreciation & interest expense & fiscal charges are added back to Income (Loss) before transfers to calculate Net Revenue Available for Debt Service.					
Capital and Operating Transfers:					
Capital contributions					
Transfers in		1,219,096	0	94,458	0
Transfers out	-2,036,900	-3,879,729	-348,858	-574,889	-9,643,579
Total Operating Transfers	-2,036,900	-2,660,632	-348,858	-480,431	-9,643,579
Net Income (Loss)	-408,401	-1,562,813	242,805	-923,472	-11,384,644
Add: Depreciation on assets	0	0	0	0	0
Change in net assets	-408,401	-1,562,813	242,805	-923,472	-11,384,644
Net Assets, Beginning of fiscal year	14,860,943	13,736,034	12,173,221	7,551,420	6,627,948
Prior period adjustments	-716,508	0	-4,864,606	0	0
Net assets, End of fiscal year	13,736,034	12,173,221	7,551,420	6,627,948	-4,756,696
Principal Payments					
2003 Lynwood Utility Enterprise Revenue B	150,000	0	0	0	0
2008 Lynwood Utility Enterprise Revenue B	185,000	190,000	205,000	210,000	220,000
2009 Lynwood Utility Enterprise Revenue B	45,000	100,000	105,000	105,000	110,000
2014 Lynwood Utility Enterprise Revenue B	0	190,000	180,000	190,000	200,000
Interest expense and fiscal charges	996,476	984,508	921,542	902,233	879,949
Total principal & interest payments	$1,376,476	$1,464,508	$1,411,542	$1,407,233	$1,409,949
Debt Service Coverage	**2.20**	**2.03**	**1.32**	**0.57**	**-0.37**

Source: City of Lynwood

CITY OF LYNWOOD
RETIREE HEALTHCARE PLAN

BARTEL ASSOCIATES, LLC

June 30, 2013 GASB 45 Actuarial Valuation
Alternative Benefits

Presented by **John E. Bartel, President**
Prepared by Bianca Lin, Assistant Vice President
Wai Man Yam, Actuarial Analyst
Bartel Associates, LLC

June 27, 2016

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BENEFIT SUMMARY

	Management	LEA	Safety
■ Eligibility	• Retire directly from City under CalPERS • Service (age 50 and 5 years of service) or disability retirement • 5 years of City service for dental, vision and life insurance benefits		
■ Medical Benefit	• City contributes up to a cap: ➢DOH < 1/1/12: Kaiser LA Family Premium: - 2013: $1,306.24 - 2014: 1,408.65 ➢DOH ≥ 1/1/12: PEMHCA min: - 2013: $115 - 2014: 119	• City contributes up to a cap: ➢DOH < 1/1/09: Kaiser So. CA Family Premium - 2013: $1,453.27 - 2014: 1,567.25 ➢DOH ≥ 1/1/09: PEMHCA min	• No actives: ➢Fire (Police) service contracted out to LA County Fire (Sheriff) at 10/31/00 (7/1/77) ➢22 Fire Retirees: $400 per month ➢4[1] Police Retirees: Same benefits as Management/LEA

[1] Includes 1 Police survivor over 65 and waived who was not in the 2011 valuation data.

BENEFIT SUMMARY

	Management	LEA	Safety
■ Dental & Vision Benefit	• DOH < 1/1/09: 100% Family Premium • DOH ≥ 1/1/09: 80% Family Premium • DOH ≥ 1/1/12: None	• DOH < 1/1/11: 100% Family Premium • DOH ≥ 1/1/11: None	• None
■ Life Insurance Benefit	• DOH < 1/1/12 ➢Age < 70: DOR / Dept. Head / Others < 3/1/03 / $15,000 / $10,000 ≥ 3/1/03 / 50,000 / 50,000 ➢Age 70-74: 65% of pre-70 coverage ➢Age ≥ 75: 50% of pre-70 coverage • DOH ≥ 1/1/12: None	• DOH < 1/1/11 ➢Age < 70: DOR / Coverage < 4/1/03 / $10,000 4/1/03-7/1/08 / 20,000 ≥ 7/1/08 / 50,000 ➢Age 70-74: 65% of pre-70 coverage ➢Age > 75: 50% of pre-70 coverage • DOH ≥ 1/1/11: None	• None

BENEFIT SUMMARY

	Management	LEA	Safety
■ Surviving Spouse Benefit	• Benefit continues to surviving spouse after retiree death except for life insurance benefit		

■ Pay-As-You-Go[2]

Fiscal Year	Health	Dental	Vision	Life	Total
2012/13	$549,364	$45,329	$9,230	$5,651	$609,574
2011/12	507,493	39,419	9,056	5,072	561,039
2010/11	492,863	37,594	7,967	4,592	543,015
2009/10	451,184	31,660	7,158	4,143	494,145
2008/09	468,059	29,563	6,747	4,034	508,403
2007/08	444,651	29,125	5,651	3,687	483,114
2006/07	427,769	23,612	5,289	3,031	459,701

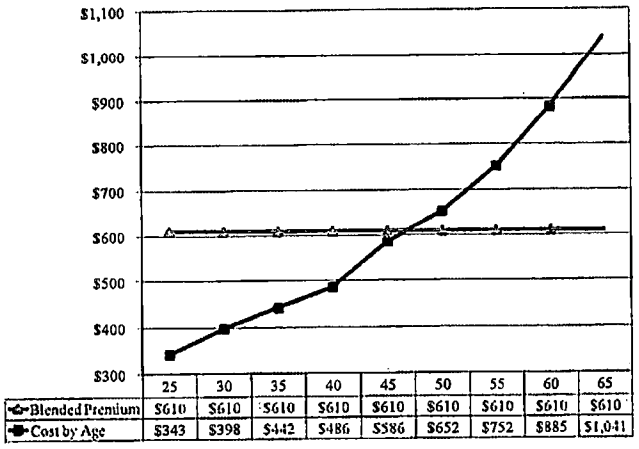
[2] City's actual payments excluding administrative fees.

BENEFIT SUMMARY

■ Implied Subsidy

■ Background

- For PEMHCA, employer cost for allowing retirees to participate at active rates.



- GASB 45 defers to actuarial standards of practice.
- Actuarial Standards of Practice No. 6[3] (ASOP 6) allows community rated plans to value their liability using premiums, resulting in no implied subsidy.
- Valuation does not include an implied subsidy for PEMHCA.

BENEFIT SUMMARY

	Management	LEA	Safety
■ Implied Subsidy (Cont.)	■ In April 2012, Actuarial Standards Board released Exposure Draft for ASOP 6: • Would require implied subsidy valued for community rated plans such as PEMHCA. • Timing: ➢ First Exposure Draft issued April 2012 (July 15, 2012 comment deadline) ➢ Second Exposure Draft issued March 2013 (August 30, 2013 comment deadline) ➢ Current draft calls for effective date 1 year after final statement adopted with earlier implementation encouraged ■ Implied Subsidy impact depends on a number of factors including: • CalPERS provided information • Miscellaneous/Safety mix • Active/retiree proportions • Level of pre-funding		

[3] Measuring Retiree Group Benefits Obligations and Determining Retiree Group Benefits Plan Costs or Contributions.

DATA SUMMARY

Participant Statistics

	6/30/09	6/30/11	6/30/13
■ Actives			
• Count	196	181	153
• Average Age	44.2	44.1	44.9
• Average City Service	10.2	11.2	13.2
• Average CalPERS Service	11.2	12.3	14.1
• Average PERSable Pay	$ 53,842	$ 55,553	$ 53,736[4]
• Total PERSable Payroll (000's)	9,340	9,245	7,472[4]
■ Retirees			
• Count < 65	24	28	30
• Count ≥ 65	58	63	74
• Total Count	82	91	104
• Average Age	69.5	69.7	70.3
• Average Retirement Age			
➢ Service	59.4	59.4	59.5
➢ Disability	47.0	49.3	49.1

[4] Annualized from 6/9/13 to 6/22/13 biweekly pay and increased by ½ year salary to FY 2013/14.

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Valuation Date	■ June 30, 2013 ■ 2013/14 & 2014/15 ARCs
■ Funding Policy	■ Phase in to full ARC over 10 year period ■ Pay-go plus percent of difference between ARC and Pay-go 2011/12: 10% 2012/13: 20% 2013/14: 30% 2014/15: 40% 2015/16: 50% 2016/17: 60% 2017/18: 70% 2018/19: 80% 2019/20: 90% 2020/21+ 100% (full ARC)

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Discount Rate	■ Select & ultimate discount rates based on funding policy: 2011/12 4.55% 2012/13 4.85% 2013/14 5.15% 2014/15 5.45% 2015/16 5.75% 2016/17 6.05% 2017/18 6.35% ↓ ↓ 2020/21+ 7.25%

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Healthcare Trend	Increase from Prior Year Year / Non-Medicare / Medicare 2011: n/a 2012: n/a 2013: Actual Premiums 2014: Actual Premiums 2015: 8.0% / 8.3% 2016: 7.5% / 7.8% ↓ ↓ ↓ 2021+: 5.0% / 5.0%
■ PEMHCA Administration Fee	■ Included in valuation

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Service Retirement	■ CalPERS 1997-2007 Experience Study Hire Date / Benefit / CalPERS Hire Age / ERA < 1/1/13: 3%@60 / 30.6 / 57.8 ≥ 1/1/13 Classic: 3%@60 / 44.4 / 59.6 New: 2%@62 / 25.1 / 59.9
■ Participation at Retirement	■ Medical: • Full benefit: 100% • PEMHCA min. only: 50% ■ Dental: 55% ■ Vision: 60% ■ Life: 60%

ASSUMPTIONS

Assumption	June 30, 2013 Valuation
■ Medical Plan at Retirement	■ Future retirees: coverage based on table below Medical Plan / Pre-65 / Post-65 Blue Shield / 25% / 25% Kaiser / 40% / 35% PERS Choice / 15% / 20% PERSCare / 20% / 20% ■ Current retirees: • Pre-65: coverage based on table above • Post-65: same as current
■ Others	■ Same as in the June 30, 2013 valuation dated 9/19/14

ASSUMPTIONS

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ALTERNATIVE BENEFITS

- Alternative OPEB Benefits for Medical
  - Current Tier 1[5] actives: $300/mo for Medical in addition to PEMHCA minimum
  - Current Tier 2[6] actives: No change. Remains at PEMHCA minimum
  - Current retirees: No change
  - No change to Dental, Vision and Life Insurance benefits
- Analysis based on June 30, 2013 valuation data
- Assumes Alternative Benefit effective July 1, 2016
  - Employee retired before assumed effective date will have no benefit change.

[5] Includes Management employees hired before 1/1/12 and LEA employees hired before 1/1/09
[6] Includes Management employees hired after 1/1/12 and LEA employees hired after 1/1/09

ALTERNATIVE BENEFITS

June 30, 2013 Valuation
(Amounts in 000's)

	Current	Alternative
Ultimate Discount Rate	7.25%	7.25%
Actuarial Accrued Liability @ 6/30/13		
• Actives	11,576	5,324
• Retirees	8,549	8,549
• Total	20,125	13,873
Actuarial Value of Assets	823	823
Unfunded AAL	19,302	13,050
Projected Payroll	7,472	7,472
2013/14 ARC		
• Normal Cost	774	298
• UAAL Amortization[7]	1,209	771
• Total	1,983	1,069
2013/14 ARC - %	26.5%	14.3%

[7] Actuarial liability decrease due to plan changes was amortized over 20 years.

ALTERNATIVE BENEFITS

- Comments:
  - The impact of alternative benefits may be different if more current data were used.
  - If the City negotiates a later effective date (after July 1, 2016), there may be more retirees during that period and it will results in less of a liability decrease.

City of Lynwood
Consultant Cost Analysis

	Salary	Benefits	Total	
Development, Compliance & Enforcement Services				
Housing Manager (City Employee)	77,635	57,244	134,879	Based on Pay at Step A
Program Manager (Urban Associates, Inc.)			59,280	Based on $95 Per Hour Contractual Rate at 12 Hours Per Week (624 Hours)
Variance			**75,599**	**Consultant Cost Lower Than Employee Cost**
Housing Associate (City Employee)	56,471	46,546	103,017	Based on Pay at Step A
Housing Specialist (Urban Associates, Inc.)			40,560	Based on $65 Per Hour Contractual Rate at 12 Hours Per Week (624 Hours)
Program Coordinator (Urban Associates, Inc.)			66,300	Based on $85 Per Hour Contractual Rate at 15 Hours Per Week (780 Hours)
Variance			**(3,843)**	**Consultant Cost Higher Than Employee Cost**
Director of Development, Compliance & Enforcement Services (City Employee)	150,923	95,155	246,078	Based on FY 17 Budgeted Salary and Benefits
Interim Director of Development Services (Erika Ramirez - Urban Associates, Inc.)			216,000	Based on $135 Per Hour Contractual Rate (1,600 Hours)
Variance			**-**	**Consultant Cost Lower Than Employee Cost**
Building Inspector (City Employee)	23,580	6,091	29,671	Based on Pay at Step A (Part-Time) at 1,000 Hours
Building Inspector (Infrastructure Engineers)			15,340	Based on $59 Per Hour Contractual Rate at 5 Hours Per Week (260 Hours)
Variance			**14,331**	**Consultant Cost Lower Than Employee Cost**
Administrative Assistant 1 (City Employee)	38,437	37,430	75,867	Based on Pay at Step A
Administrative Assistant 1 (Infrastructure Engineers)			77,400	Based on $45 Per Hour Contractual Rate at 35 Hours Per Week Less 100 Hours For 10 City Holidays (1,720 Hours)
Variance			**-**	**Cost Savings. Please see Note 2 below.**
Administrative Assistant 2 (City Employee)	38,437	37,430	75,867	Based on Pay at Step A
Administrative Assistant 2 (Infrastructure Engineers)			77,400	Based on $45 Per Hour Contractual Rate at 35 Hours Per Week Less 100 Hours For 10 City Holidays (1,720 Hours)
Variance			**-**	**Cost Savings. Please see Note 3 below.**
Finance & Administration				
Payroll Specialist	60,618	50,861	111,479	Based on Current Employee Pay Rate/Benefits
Payroll Technician (MV Cheng & Associates)			72,000	Based on $45 Per Hour Contractual Rate (1,600 Hours)

Variance			**39,479**	**City Employee is Currently On Leave**
Account Clerk (City Employee - Vacant)	40,540	35,250	75,790	Based on Current Employee Pay Rate/Benefits
Accounting Technician (MV Cheng & Associates)			48,000	Based on $30 Per Hour Contractual Rate (1,600 Hours)
Variance			**27,790**	**Consultant Cost Lower Than Employee Cost**
Public Works				
Public Works Associate (City Employee - Vacant)	65,326	52,619	117,945	Based on Current Employee Pay Rate/Benefits
Project Engineer (Civil Source, Inc.)			41,052	Based on $85 Per Hour Contractual Rate (Four Month Term, Not to Exceed $10,263 per Month)
Variance			**76,893**	**Consultant Cost Lower Than Employee Cost**

NOTE 2: Administrative Assistant 1 issues permits when the Permit Technician is on leave (vacation, sick). The Permit Technician is allotted 160 vacation leave hours, 20 personal leave hours, and 50 floating holiday leave hours, for a total of 230 leave hours. See below for adjusted cost comparison.

	Salary	**Benefits**	**Total**	
Administrative Assistant 1 (City Employee)	38,437	37,430	75,867	Based on Pay at Step A
Administrative Assistant 1 (Infrastructure Engineers)			72,225	Based on $45 Per Hour Contractual Rate at 1,605 Hours [35 Hours Per Week Less 100 Hours For 10 City Holidays and 115 Hours Issuing Permits]. Assumes that Permit Technician Uses 115 Leave Hours.
Variance			**3,642**	**Consultant Cost Lower Than Employee Cost**

NOTE 3: Administrative Assistant 2 handles phone calls for Code Enforcement related complaints, assigns complaints to Code Enforcement Officers, and provides information to Deputy Director of Administrative Services for required CDBG reporting. Taking into account expanded scope of duties outside of planning related activities, the consultant cost is lower than the employee cost.

	Salary	**Benefits**	**Total**	
Administrative Assistant 2 (City Employee)	38,437	37,430	75,867	Based on Pay at Step A
Administrative Assistant 2 (Infrastructure Engineers)			42,300	Based on $45 Per Hour Contractual Rate at 940 Hours [35 Hours Per Week Less 100 Hours For 10 City Holidays and 780 Hours (15 Hours Per Week) Handling Phone Calls for Code Enforcement Related Complaints, Assigning Complaints to Code Enforcement Officers, and Compiling CDBG Reporting Information]
Variance			**33,567**	**Consultant Cost Lower Than Employee Cost**

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Amanda Hall, Director of Finance
Lilly Hampton, Accounting Technician

SUBJECT: Approval of the Warrant Registers

Recommendation:

Staff respectfully recommends that the Lynwood City Council approve the warrant registers dated July 19, 2016 for FY 2015-2016 and FY 2016-2017.

----------Attached Warrant Registers dated July 5, 2016----------

AGENDA ITEM 10

FY 2015-2016

Voids-Check Listing

City of Lynwood

Bank code: apbank

Void Check #	Date	Vendor	Status	Clear/Void Date	Reason-Void/Re-issue Ck#		Inv. Date	Amount Paid	Check Total
183531	04/19/2016	009358 UNITED STATES FIRE		06/30/2016	WRONG ADDRESS	184569	03/15/2016	272.23	272.23
184100	06/07/2016	009926 LOGAN ENGINEERING		06/30/2016	NAME CHANGE	184545	06/17/2015	12,000.00	12,000.00
184206	06/21/2016	000241 AMERICAN BUSINESS		06/30/2016	NO SHIPPING FEES		05/13/2016	8.00	
				06/30/2016	278782		05/26/2016	8.00	16.00
184353	06/21/2016	009958 MOSES TREJO		06/30/2016	WRONG ADDRESS	184627	06/01/2016	142.05	142.05
								apbank Total:	**12,430.28**

4 checks in this report

Total Checks: **12,430.28**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184523	7/6/2016	000163	SOUTHERN CALIFORNIA EDISON	000163062116		LIGHT & POWER SERVICES-5/18/2016-6/17/2016	
					02-001826	2051.45.430.65001	76.91
				000163062216		LIGHT & POWER SERVICES-5/20/2016-6/21/2016	
					02-001826	2051.45.430.65001	22.38
				000163062216-A		LIGHT & POWER SERVICES-5/20/2016-6/21/2016	
					02-001826	2051.45.430.65001	1,839.74
					02-001826	2651.45.425.65001	310.90
				000163062316		LIGHT & POWER SERVICES-5/13/2016-6/14/2016	
					02-001826	2051.45.430.65001	345.90
					02-001826	2651.45.425.65001	213.38
				000163062416		LIGHT & POWER SERVICES-05/24/2016-6/23/2016	
					02-001826	2051.45.430.65001	50.83
					02-001826	2651.45.425.65001	1,113.08
				000163062516		LIGHT & POWER SERVICES-5/25/2016-6/24/2016	
					02-001826	2701.45.610.65001	24.97
					02-001826	2051.45.430.65001	88.53
						Total :	**4,086.62**
184524	7/6/2016	000164	THE GAS CO.	000164062316		GAS SERVICES-5/20/2016-6/21/2016	
					02-001828	6051.45.450.65005	26.27
						Total :	**26.27**

2 Vouchers for bank code : apbank **Bank total : 4,112.89**

2 Vouchers in this report **Total vouchers : 4,112.89**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184528	7/7/2016	001330	CANON FINANCIAL SERVICES, INC.	16180092		LEASE MAINT & COPIER FEES-6-2016	
					01-001111	1011.30.270.63025	100.00
					01-001111	1011.30.270.63030	20.85
					01-001111	1011.30.275.63025	100.00
					01-001111	1011.30.275.63030	20.85
					01-001111	1011.30.310.63025	100.00
					01-001111	1011.30.310.63030	20.85
					01-001111	1052.30.315.63025	100.00
					01-001111	1052.30.315.63030	20.85
					01-001111	6051.30.315.63025	100.00
					01-001111	6051.30.315.63030	20.85
					01-001111	6401.30.315.63025	100.00
					01-001111	6401.30.315.63030	20.85
					01-001111	1011.50.501.63025	150.00
					01-001111	1011.50.501.63030	150.00
				16180092A		LEASE MAINT & COPIER FEES-4/2016	
					12-000108	1011.65.250.63030	175.00
					12-000108	1011.65.290.63030	250.00
				16180092B		LEASE MAINT & COPIER FEES-4/2016	
					12-000101	1011.65.290.65020	49.58
					12-000101	6051.65.290.65020	49.58
						Total :	**1,549.26**
184529	7/7/2016	001987	DISTRICT OF SOUTHERN CALIF., WATER	001987043016		GROUND WATER PRODUCTION/ASSESSMENT-4/2016	
					06-005887	6051.45.450.67415	101,118.73
						Total :	**101,118.73**
184530	7/7/2016	000779	SANTILLAN-BEAS, MARIA	000779062516		REIMB-MILEAGE & PARKING FEES	
						1011.10.101.64015	125.04
						Total :	**125.04**

3 Vouchers for bank code : apbank **Bank total : 102,793.03**

3 Vouchers in this report **Total vouchers : 102,793.03**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184531	7/19/2016	001419	ABSOLUTE ACCURACY, INC.	101143		OPERATING SUPPLIES-6/2016	
					06-006404	2051.45.410.65020	497.75
						Total :	**497.75**
184532	7/19/2016	000956	ALL AMERICAN ASPHALT	170915		STATE AND CEDAR INTERSECTION PROJECT-6/2016	
					06-006418	4011.68.031.62015	50,455.00
					06-006418	4011.20601	-2,522.75
						Total :	**47,932.25**
184533	7/19/2016	007439	ALL CITY MANAGEMENT SVCS, INC.	44198		CROSSING GUARD SERVICES-6/2016	
					07-000671	2051.55.365.62015	10,192.00
						Total :	**10,192.00**
184534	7/19/2016	000241	AMERICAN BUSINESS MACHINES	276931		SHIPPING CHARGES FOR CANON TONER-5/2016	
					12-000076	1011.65.290.64399	8.00
				278782		SHIPPING CHARGES FOR CANON TONER-5/2016	
					12-000076	1011.65.290.64399	8.00
						Total :	**16.00**
184535	7/19/2016	002452	AMERICAN LANGUAGE SVCS.	45176		TRANSLATION SERVICES-6/2016	
					12-000073	1011.65.250.62015	168.30
						Total :	**168.30**
184536	7/19/2016	003312	AMERICAN RENTALS	107680		EQUIPMENT RENTAL-6/2016	
					06-006419	2051.45.410.63030	272.25
				107743		EQUIPMENT RENTAL-6/2016	
					06-006419	2051.45.410.63030	119.79
					06-006419	2051.45.410.65020	436.00
				383143		EQUIPMENT RENTAL-6/2016	
					06-006419	2051.45.410.63030	67.88
					06-006419	2051.45.410.65020	272.50
				383546		EQUIPMENT RENTAL-6/2016	
					06-006419	2051.45.410.63030	39.93
					06-006419	2051.45.410.65020	283.40
				383869		EQUIPMENT RENTAL-6/2016	
					06-006419	2051.45.410.63030	127.77

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184536	7/19/2016	003312	AMERICAN RENTALS	(Continued)			
					06-006419	2051.45.410.65020	305.20
						Total :	**1,924.72**
184537	7/19/2016	000926	AMERICAN TRANSPORTATION SYSTEM	56078		CHARTER BUS SERVICE-6/2016	
					08-002885	1011.60.710.67250	925.03
						Total :	**925.03**
184538	7/19/2016	000499	AUTO ZONE WEST, INC.	4147961691		AUTO PARTS-6/2016	
					06-006068	7011.45.420.65045	21.99
						Total :	**21.99**
184539	7/19/2016	000115	BAUTISTA, JUAN ANTONIO	000115072816		KARATE INSTRUCTOR-5/24/2016-7/28/2016	
					08-002894	1011.60.705.62015	300.80
				000115072816-A		KARATE INSTRUCTOR-5/24/2016-7/28/2016	
					08-003148	1011.60.705.62015	236.80
						Total :	**537.60**
184540	7/19/2016	009933	BORETTI, INC.	1606-39		CONFINED SPACE TRAINING-6/2016	
					06-006399	6051.45.450.64010	2,000.00
					06-006399	2051.45.410.64010	1,000.00
					06-006399	2701.45.610.64010	300.00
					06-006399	6401.45.460.64010	1,000.00
						Total :	**4,300.00**
184541	7/19/2016	000300	BUBBS HARDWARE	07		HARDWARE SUPPLIES FOR WELL SITES-6/2016	
					06-005903	6051.45.450.65020	13.06
						Total :	**13.06**
184542	7/19/2016	001110	BURKE, WILLIAMS & SORENSEN	200248		LABOR NEGOTIATIONS-4/2016	
					05-001385	1011.35.335.62001	5,460.30
						Total :	**5,460.30**
184543	7/19/2016	006877	CANNON	61146		ENGINEERING SERVICES FOR SCADA-4/2016	
					06-006407	4011.67.897.62015	13,037.75
				61379		ENGINEERING SERVICES FOR SCADA-5/2016	
					06-006407	4011.67.897.62015	8,634.50

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184543	7/19/2016	006877	006877 CANNON	(Continued)		Total :	21,672.25
184544	7/19/2016	000488	CANON SOLUTIONS AMERICA, INC	4019371212		COPIER MAINTENANCE-6/2016	
					06-006306	1011.45.415.63025	643.71
				4019382449		CANON MAINTENANCE-3/2016-5/2016	
					11-000763	1011.75.815.63025	277.42
						Total :	921.13
184545	7/19/2016	009927	CARLIN AVENUE VILLAGE PARTNERS	1516801-1-A		REFUNDABLE DEPOSIT	
						1011.26101	12,000.00
						Total :	12,000.00
184546	7/19/2016	000934	CHAMPION CHEMICAL CO.	39689		GRAFFITI X MARK REMOVER-5/2016	
					06-006344	2051.45.410.65020	498.68
						Total :	498.68
184547	7/19/2016	001168	CINTAS CORPORATION NO. 2	8402712731		FIRST AID KIT REPLENISHMENT-5/2016	
					08-003149	1011.60.720.65020	183.62
						Total :	183.62
184548	7/19/2016	009813	CIVIL SOURCE, INC.	1096-0596-3		ENGINEERING DESIGN SVCS-ST.IMPROV.PROJ-5/2016	
					06-006252	4011.68.026.62015	4,340.00
						Total :	4,340.00
184549	7/19/2016	004691	CLA-VAL CO.	693473		OPERATING MATERIALS FOR WELLS 5 & 19-6/2016	
					06-006013	6051.45.450.63025	7,602.06
						Total :	7,602.06
184550	7/19/2016	001571	CLINICAL LAB OF SAN BERNARDINO	950450		WATER SAMPLES-5/2016	
					06-005876	6051.45.450.64399	711.00
						Total :	711.00
184551	7/19/2016	007129	CODE PUBLISHING COMPANY, INC.	B2885257		LYNWOOD MUNICIPAL CODE CODIFICATION-6/2016	
					03-000311	1011.15.105.62015	155.40
				B2897159		LYNWOOD MUNICIPAL CODE CODIFICATION-6/2016	
					03-000311	1011.15.105.62015	130.20
						Total :	285.60

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184552	7/19/2016	000444	COMPLETE WELDING SUPPLIES	474396		WELDING MATERIALS & SUPPLIES-6/2016	
					06-005906	6051.45.450.65020	80.74
				474762		WELDING MATERIALS & SUPPLIES-6/2016	
					06-005906	6051.45.450.65020	41.56
				474921		WELDING MATERIALS & SUPPLIES-6/2016	
					06-005906	6051.45.450.65020	53.68
						Total :	**175.98**
184553	7/19/2016	009670	COMPLIANCE & MONITORING, INC.,	7163		LABOR COMPLIANCE PROGRAM-6/2016	
					06-006091	4011.67.007.62015	1,933.33
						Total :	**1,933.33**
184554	7/19/2016	006281	CONSULTANTS, PROFESSIONAL	IN000074327		SECURITY SERVICES-4/23/2016-5/6/2016	
					08-002876	1011.10.101.62016	207.71
					08-002876	1011.15.105.62016	207.71
					08-002876	1011.20.110.62016	207.71
					08-002876	1011.25.205.62016	207.71
					08-002876	1011.30.275.62016	680.81
					08-002876	1011.35.330.62016	207.71
					08-002876	1011.45.401.62016	268.89
					08-002876	1011.50.505.62016	207.71
					08-002876	1011.60.701.62016	6,548.93
					08-002876	1011.65.290.62016	103.84
					08-002876	1011.75.815.62016	207.71
					08-002876	6051.30.315.62016	680.81
					08-002876	6051.45.450.62016	268.89
					08-002876	6051.65.290.62016	103.84
					08-002876	1011.55.601.62016	207.71
					08-002876	1011.60.701.62016	685.86
				IN000074705		SECURITY SERVICES-5/2016	
					08-002876	1011.10.101.62016	208.37
					08-002876	1011.15.105.62016	208.37
					08-002876	1011.20.110.62016	208.37
					08-002876	1011.25.205.62016	208.37
					08-002876	1011.30.275.62016	682.98
					08-002876	1011.35.330.62016	208.34
					08-002876	1011.45.401.62016	269.75

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184554	7/19/2016	006281	CONSULTANTS, PROFESSIONAL	(Continued)			
					08-002876	1011.50.505.62016	208.37
					08-002876	1011.60.701.62016	7,257.82
					08-002876	1011.65.290.62016	104.17
					08-002876	1011.75.815.62016	208.37
					08-002876	6051.30.315.62016	682.98
					08-002876	6051.45.450.62016	269.75
					08-002876	6051.65.290.62016	104.17
					08-002876	1011.55.601.62016	208.37
				IN000074706		SECURITY SERVICE FOR RENTALS-5/2016	
					08-003122	1011.60.740.62016	1,534.20
				IN000074707		SECURITY SERVICE FOR RENTALS-5/2016	
					08-003122	1011.60.740.62016	402.50
						Total :	**23,978.80**
184555	7/19/2016	009030	CPACINC.COM	SI-1279731		BROCADE NETWORK SWITCH-6/2016	
					12-000104	1011.65.290.66015	4,064.61
						Total :	**4,064.61**
184556	7/19/2016	000305	CULLIGAN	1038640		WATER EQUIPMENT RENTAL-6/2016	
					06-006262	1011.45.415.63030	102.91
				1039763		WATER EQUIPMENT RENTAL-6/2016	
					06-006262	1011.45.415.63030	79.15
						Total :	**182.06**
184557	7/19/2016	000138	DAILY JOURNAL CORPORATION	A2896405		ADVERTISEMENT SERVICES-6/2016	
					06-006421	4011.67.011.62025	64.60
				A2896958		ADVERTISEMENT SERVICES-6/2016	
					04-000540	1011.50.505.62025	85.00
				B2884350		ADVERTISEMENT SERVICES-5/2016	
					06-006424	4011.68.031.62025	550.20
				B2885731		ADVERTISEMENT SERVICES-6/2016	
					06-006423	4011.67.902.62025	235.20
				B2890535		ADVERTISEMENT SERVICES-6/2016	
					06-006422	4011.67.993.62025	588.00
						Total :	**1,523.00**

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184558	7/19/2016	000066	DAPEER, ROSENBLIT & LITVAK,LLP	11260		LEGAL SERVICES-4/2016	
					04-000554	1011.50.605.62001	2,020.50
				11350		LEGAL SERVICES-5/2016	
					04-000554	1011.50.605.62001	6,163.56
						Total :	**8,184.06**
184559	7/19/2016	001479	DAVE BANG ASSOC,. INC.	41420		CANOPIES SAILS & POSTS - FITNESS ZONE-4/2016	
					06-006297	1011.60.705.66037	23,435.00
						Total :	**23,435.00**
184560	7/19/2016	007474	DECKSIDE POOL SERVICE	162111		POOL & FOUNTAIN MAINTENANCE-6/2016	
					06-006442	1011.45.415.63025	496.80
						Total :	**496.80**
184561	7/19/2016	007243	DEPARTMENT OF PUBLIC WORKS,	16060812859		TRAFFIC SIGNAL MAINTENANCE-5/2016	
					06-006036	2051.45.430.62015	205.96
				16060812860		TRAFFIC SIGNAL MAINTENANCE-6/2016	
					06-006036	2051.45.430.62015	320.61
				IN160001216		TRAFFIC SIGNAL MAINTENANCE-8/2015-4/2016	
					06-006036	2051.45.430.62015	7,873.00
				IN160001378		TRAFFIC SIGNAL MAINTENANCE-3/2016-5/2016	
					06-006036	2051.45.430.62015	772.40
				IN160001419		TRAFFIC SIGNAL MAINTENANCE-1/2016-5/2016	
					06-006036	2051.45.430.62015	69.01
						Total :	**9,240.98**
184562	7/19/2016	010006	DEREZA, MARLYN	000168		REFUND-BATEMAN HALL RENTAL DEPOSIT	
						1011.60.33215	10.00
						Total :	**10.00**
184563	7/19/2016	006088	DIESEL MOBIL SERVICE	17806		CITY FLEET REPAIRS-6/2016	
					06-006164	7011.45.420.63025	278.43
				17806-A		CITY FLEET REPAIRS-6/2016	
					06-006307	7011.45.420.63025	522.21
						Total :	**800.64**
184564	7/19/2016	000944	ECOLAB, INC	2164450		DISHWASHER DETERGENT-6/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184564	7/19/2016	000944	ECOLAB, INC	(Continued)			
					08-003142	1011.60.740.65020	205.92
						Total :	**205.92**
184565	7/19/2016	004089	ELDER, BRUCE A.	004089072816		KARATE INSTRUCTOR -5/24/2016-7/28/2016	
					08-002896	1011.60.715.62015	334.20
						Total :	**334.20**
184566	7/19/2016	002170	ERICKSON-HALL CONSTRUCTION	12		CONSTRUCTION MANAGER AT RISK-6/2016	
					06-005461	4011.67.011.62015	7,400.00
						Total :	**7,400.00**
184567	7/19/2016	001087	FANTASY FLOWERS AND GIFTS	6528		BALLOONS FOR THE LOS FLORES EVENT-5/2016	
					06-006425	2051.45.410.65020	100.00
						Total :	**100.00**
184568	7/19/2016	003334	FED EX	5-453-11122		COURIER SERVICE-6/2016	
					06-006435	6051.45.450.64399	34.37
						Total :	**34.37**
184569	7/19/2016	009358	FIRE PROTECTION CO., UNITED STATES	90M693662		FIRE EXTINGUISHER CABINETS-3/2016	
					06-006072	6051.45.450.65020	272.23
						Total :	**272.23**
184570	7/19/2016	000003	FIRST CHOICE SERVICES	536549		COFFEE AND WATER SERVICES-6/2016	
					01-001136	1011.10.101.67950	41.20
					01-001136	1011.25.205.67950	41.20
						Total :	**82.40**
184571	7/19/2016	003335	FIRST LEGAL SUPPORT SERVICE	124627		COURIER SERVICE-5/2016	
					06-006426	6051.45.450.64399	98.10
						Total :	**98.10**
184572	7/19/2016	009082	FLOYD, LATASIA	009082063016		INSTRUCTOR/ ZUMBA & HIP HOP-6/2016	
					08-003067	1011.60.715.62015	385.24
				009082063016-A		INSTRUCTOR/ZUMBA & HIP HOP-YOUTH CENTER-6/2016	
					08-003067	1011.60.715.62015	608.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184572	7/19/2016	009082	009082 FLOYD, LATASIA	(Continued)		Total :	993.24
184573	7/19/2016	008019	FROM LOT TO SPOT, INC.	201617		LINEAR PARK COMMUNITY OUTREACH-5/2016	
					11-000683	3782.75.208.62015	1,300.00
						Total :	1,300.00
184574	7/19/2016	000373	FURNITURE, NATIONAL BUSINESS	MK462897		CONFERENCE TABLE-6/2016	
					10-000150	1011.20.110.65020	865.52
						Total :	865.52
184575	7/19/2016	001510	GRAINGER, INC.	9140105348		OPERATING SUPPLIES-6/2016	
					06-006017	2051.45.410.65020	51.32
				9143363654		OPERATING SUPPLIES-6/2016	
					06-006017	2051.45.410.65020	172.09
						Total :	223.41
184576	7/19/2016	003338	HILLYARD-LOS ANGELES	602097548		JANITORIAL SUPPLIES-6/2016	
					06-005925	2701.45.610.65020	44.47
				602102558-A		JANITORIAL SUPPLIES-6/2016	
					06-005925	2701.45.610.65020	390.83
					06-005925	1011.45.415.65020	104.64
				602110576		JANITORIAL SUPPLIES-6/2016	
					06-005925	2701.45.610.65020	73.32
				602110577		JANITORIAL SUPPLIES-6/2016	
					06-005925	1011.45.415.65020	475.10
				602110578		JANITORIAL SUPPLIES-6/2016	
					06-005925	2701.45.610.65020	24.52
				602110579		JANITORIAL SUPPLIES-6/2016	
					06-005925	2701.45.610.65020	466.80
				602110580		JANITORIAL SUPPLIES-6/2016	
					06-005925	1011.45.415.65020	497.37
				602122718		JANITORIAL SUPPLIES-6/2016	
					06-005925	2701.45.610.65020	430.64
				602135836		CLEANING MACHINE FOR BATEMAN HALL-6/2016	
					08-003113	1011.60.740.66015	6,637.68
						Total :	9,145.37

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184577	7/19/2016	003315	HOME DEPOT CREDIT SERVICE	2080343		MATERIALS & SUPPLIES-6/2016	
					06-006299	6051.45.450.65020	32.68
				243341		MATERIALS & SUPPLIES-6/2016	
					06-006438	2051.45.430.65020	70.59
				24467		MATERIALS & SUPPLIES-6/2016	
					06-006299	2701.45.610.65020	24.33
				4011015		MATERIALS & SUPPLIES-6/2016	
					06-006299	2701.45.610.65020	233.91
				4561240		MATERIALS & SUPPLIES-6/2016	
					06-006299	2701.45.610.65020	12.58
				6010819		MATERIALS & SUPPLIES-6/2016	
					06-006299	2701.45.610.65020	111.25
				7023914		MATERIALS & SUPPLIES-6/2016	
					06-006299	2701.45.610.65020	255.20
				7350856		MATERIALS & SUPPLIES-6/2016	
					06-006299	2701.45.610.65020	165.14
						Total :	**905.68**
184578	7/19/2016	000676	IDEAL LIGHTING SUPPLY, INC.	108207		LIGHT FIXTURE / CITY PARK RESTROOMS-5/2016	
					08-003146	1011.60.705.65020	305.20
						Total :	**305.20**
184579	7/19/2016	005848	INFRASTRUCTURE ENGINEERS	21750		BUILDING/PLAN CHECK INSPECTION-6/2016	
					04-000531	1011.50.501.62015	1,395.33
					04-000531	1011.50.505.62015	2,787.67
				21751		PLAN CHECK/BUILDING INSPECTIONS-6/2016	
					04-000531	1011.50.501.62015	526.58
					04-000531	1011.50.505.62015	1,053.17
				21752		ADMINISTRATIVE SUPPORT-6/2016	
					04-000531	1011.50.501.62015	4,725.00
					04-000531	1011.50.505.62015	9,450.00
						Total :	**19,937.75**
184580	7/19/2016	000844	J & G GRAPHICS	05268		PRINTING SERVICES-6/2016	
					06-006390	6051.45.450.62025	249.60
						Total :	**249.60**

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184581	7/19/2016	008254	JCL BARRICADE COMPANY	86130		SIGNS & CHANNELS-6/2016	
					06-005952	2051.45.410.65020	472.79
				86131		SIGNS & CHANNELS-6/2016	
					06-005952	2051.45.410.65020	141.70
				86132		SIGNS & CHANNELS-6/2016	
					06-005952	2051.45.410.65020	490.50
				86133		SIGNS & CHANNELS-6/2016	
					06-005952	2051.45.410.65020	464.21
						Total :	**1,569.20**
184582	7/19/2016	001269	JOHN L. HUNTER & ASSOCIATES	LYNUO0516		CONSULTING SERVICES-USED OIL-5/2016	
					06-006355	3621.45.460.62015	1,235.00
						Total :	**1,235.00**
184583	7/19/2016	000097	JONES LUMBER	55634		HARDWARE MATERIALS & SUPPLIES-6/2016	
					06-005966	2701.45.610.65020	137.45
						Total :	**137.45**
184584	7/19/2016	009979	KALBAN, INC.	1605-2		SIDEWALK IMPROVEMENT PROJECT-6/2016	
					06-006428	4011.68.022.62015	27,675.00
					06-006428	4011.20601	-1,383.75
						Total :	**26,291.25**
184585	7/19/2016	004454	KITCHEN SERVICES	1418		DISHWASHER DEEP CLEANING-6/2016	
					08-003143	1011.60.740.64399	295.00
						Total :	**295.00**
184586	7/19/2016	003302	KODAMA PLANNING CONSULTANTS,	10		TOD PLANNING GRANT CONSULTING SVCS-10/2015	
					11-000697	2252.75.206.62015	29,850.06
				11		TOD PLANNING GRANT CONSULTING SVCS-1/2016	
					11-000697	2252.75.206.62015	83,119.23
						Total :	**112,969.29**
184587	7/19/2016	003331	L.A. COUNTY SHERIFF DEPT.	164022NH-A		LAW ENFORCEMENT SERVICES-4/2016	
					07-000672	1011.40.215.62015	42,223.71
						Total :	**42,223.71**
184588	7/19/2016	005779	LEGACY CONSTRUCTION	2-A		HUD ACT#937-HOME REHAB PROGRAM-6/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184588	7/19/2016	005779	LEGACY CONSTRUCTION	(Continued)			
					11-000754	2961.75.865.67235	1,160.00
						Total :	**1,160.00**
184589	7/19/2016	009926	LOGAN ENGINEERING	1516801-1		REFUNDABLE DEPOSIT	
						1011.26101	12,000.00
						Total :	**12,000.00**
184590	7/19/2016	008480	LOPEZ AUTO SERVICE & TIRES INC	18854		FLEET REPAIR-6/2016	
					06-006284	7011.45.420.63025	140.00
				24359		FLEET REPAIR-6/2016	
					06-006284	7011.45.420.63025	20.00
						Total :	**160.00**
184591	7/19/2016	001936	MAIN STREET SIGNS	22655		STREET SIGNS/HARDWARE SUPPLIES-6/2016	
					06-005930	2051.45.410.65020	490.20
						Total :	**490.20**
184592	7/19/2016	008172	MANAGEMENT CONSULTING, LLC,	6700147		UPDATE WATER/SEWER RATE STUDY-6/2016	
					06-006360	6051.45.450.64399	530.00
						Total :	**530.00**
184593	7/19/2016	002761	MARCO POWER EQUIPMENT	122191		MATERIALS & SUPPLIES-6/2015	
					06-005933	2051.45.410.65020	405.48
				122360		MATERIALS & SUPPLIES-9/2015	
					06-005933	2051.45.410.65020	45.54
				122811		MATERIALS & SUPPLIES-6/2016	
					06-005931	6051.45.450.65020	402.21
				12370		MATERIALS & SUPPLIES-10/2015	
					06-005933	2051.45.410.65020	56.68
				2020101		MATERIALS & SUPPLIES-6/2016	
					06-005932	2051.45.410.63025	73.60
						Total :	**983.51**
184594	7/19/2016	000128	MARX BROS FIRE EXTINGUISHER	300492		FIRE ALARM SYSTEM TESTING & REPAIR-6/2016	
					06-006440	1011.45.415.63025	498.59
				300493		FIRE ALARM SYSTEM TESTING & REPAIR-6/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184594	7/19/2016	000128	MARX BROS FIRE EXTINGUISHER	(Continued)			
					06-006440	1011.45.415.64399	425.00
						Total :	**923.59**
184595	7/19/2016	002683	MAY TOOL INC.	175791		STREET MAINTENANCE EQUIPMENT-6/2016	
					06-006415	2051.45.410.65020	21,705.04
					06-006415	2051.45.410.66015	35,787.16
						Total :	**57,492.20**
184596	7/19/2016	000929	MCCAIN, INC.	INV0209818		POLES & SIGNAL HOUSING-6/2016	
					06-006371	2051.45.430.65020	627.84
						Total :	**627.84**
184597	7/19/2016	003949	MEJIA, SYLVIA	1615402		REFUND-NATATORIUM RENTAL	
						1011.60.33210	50.00
						Total :	**50.00**
184598	7/19/2016	000078	OFFICE DEPOT	847618612001		OFFICE SUPPLIES-6/2016	
					06-006285	6401.45.460.65015	61.97
				847618769001		OFFICE SUPPLIES-6/2016	
					06-006285	6401.45.460.65015	437.57
				848169932001		OFFICE SUPPLIES-6/2016	
					06-006285	6401.45.460.65020	496.94
				848556366001		OFFICE SUPPLIES-6/2016	
					06-006285	6401.45.460.65015	492.00
						Total :	**1,488.48**
184599	7/19/2016	009059	OMNI APPRAISAL SERVICES	OA160638		HOME REHAB APPRAISAL SERVICES-6/2016	
					11-000684	2961.75.865.62015	275.00
						Total :	**275.00**
184600	7/19/2016	000060	PACIFIC LIGHTING & STANDARD CO	6903		LIGHTING SUPPLIES-6/2016	
					06-005953	2651.45.425.65020	392.40
						Total :	**392.40**
184601	7/19/2016	010004	PEREZ, OSCAR	417245206		REFUND-SUMMER DAY CAMP-2016	
						1011.60.33225	41.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184601	7/19/2016	010004	010004 PEREZ, OSCAR	(Continued)		Total :	41.00
184602	7/19/2016	008307	PHOENIX GROUP INFORMATION SYS	032016905		CITATION ROLLS FOR PARKNG ENFORCEMENT-3/2016	
					07-000707	1011.55.515.65020	2,184.08
				042016917		INCLUDES MOBILE APP/HANDDELD SUPPORT-4/2016	
					07-000706	1011.55.515.65020	6,872.85
						Total :	9,056.93
184603	7/19/2016	005588	PLUMBERS DEPOT, INC	PD-31738		REPAIR SEWER TRUCK-6/2016	
					06-005897	6401.45.460.63025	210.92
						Total :	210.92
184604	7/19/2016	008690	RICOH USA, INC.	5042777306		COPIER MAINTENANCE-3/18/2016-6/17/2016	
					06-006062	1011.45.415.63025	425.30
						Total :	425.30
184605	7/19/2016	003622	ROSENOW,SPEVACEK GROUP INC	I001445		CELL TOWER LEASE REVIEW/ANALYSIS-4/2016	
					04-000555	1011.50.505.62015	1,068.75
						Total :	1,068.75
184606	7/19/2016	008036	RUBIO'S TIRE SHOP	1422		REPAIRS & ROAD SERVICE-6/2016	
					06-005891	7011.45.420.63025	15.00
						Total :	15.00
184607	7/19/2016	005688	SA ASSOCIATES	WELL22CMS-01		WATER WELL NO.22 CONSTRUCTION MGMT-5/2016	
					06-005826	4011.67.894.62015	18,067.60
						Total :	18,067.60
184608	7/19/2016	006215	SELBOR BUILDERS, INC.	1-B		HUD ACT#938-HOME REHAB GRANT & LOAN-6/2016	
					11-000761	2961.75.865.67240	10,000.00
					11-000761	2961.75.865.67235	2,632.40
						Total :	12,632.40
184609	7/19/2016	003282	SKILLPATH SEMINARS	771300006-001		REGI-R.JOHNSON	
						1011.30.275.64015	300.00
						Total :	300.00
184610	7/19/2016	005397	SO CAL CONSTRUCTION SVCS.	1 OF 2 SC1531		HUD ACT#935-HOME REHAB ASSISTANCE-6/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184610	7/19/2016	005397	SO CAL CONSTRUCTION SVCS.	(Continued)			
					11-000753	2961.75.865.67240	10,000.00
					11-000753	2961.75.865.67235	6,447.50
				2 OF 2 SC1531		HUD ACT#935-HOME REHAB ASSISTANCE-6/2016	
					11-000753	2961.75.865.67235	1,827.50
						Total :	**18,275.00**
184611	7/19/2016	000312	SPARKLETTS	14624693041516		BOTTLE WATER SERVICES-4/2016	
					04-000556	1011.50.501.67950	59.32
				14624693051316		BOTTLE WATER SERVICES-5/2016	
					04-000556	1011.50.501.67950	46.24
				14624693061016		BOTTLE WATER SERVICES-6/2016	
					04-000556	1011.50.501.67950	113.21
						Total :	**218.77**
184612	7/19/2016	008956	SPCALA	2016-JUNE		ANIMAL CONTROL SHELTER SVCS-6/2016	
					07-000718	1011.55.515.62015	7,290.00
						Total :	**7,290.00**
184613	7/19/2016	000089	STAPLES OFFICE WAREHOUSE	3306159958		OFFICE & OPERATING SUPPLIES-6/2016	
					06-006363	2051.45.410.65020	332.42
				3306159959		OFFICE & OPERATING SUPPLIES-6/2016	
					06-006363	2051.45.410.65020	119.89
				3306483857		OFFICE & OPERATING SUPPLIES-6/2016	
					06-006363	2051.45.410.65020	239.78
				3306587146		OFFICE & OPERATING SUPPLIES-6/2016	
					06-006363	2051.45.410.65020	259.02
				3306989610		OFFICE & OPERATING SUPPLIES-6/2016	
					06-006363	2051.45.410.65020	332.42
						Total :	**1,283.53**
184614	7/19/2016	009025	STETSON ENGINEERS INC.	2570-1106		PREPARATION OF 2015 UWMP SERVICES-5/2016	
					06-006234	4011.67.902.62015	1,146.60
						Total :	**1,146.60**
184615	7/19/2016	008890	TAFOYA AND GARCIA, LLP	2016.0301		LEGAL FEES-3/2016	
					02-001847	1011.30.265.62007	840.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184615	7/19/2016	008890	TAFOYA AND GARCIA, LLP	(Continued)			
				2016.0302		LEGAL FEES-3/2016	
					02-001847	1011.30.265.62003	6,790.00
				2016.0303		LEGAL FEES-3/2016	
					06-006170	1052.45.440.62001	2,240.00
				2016.0306		LEGAL FEES-3/2016	
					02-001847	1011.30.265.62002	2,940.00
				2016.0307		LEGAL FEES-3/2016	
					02-001847	1011.30.265.62007	52.50
					02-001847	1011.30.265.62009	1,820.00
						Total :	**14,682.50**
184616	7/19/2016	002938	TAJ OFFICE SUPPLY	0004883		OFFICE SUPPLIES-6/2016	
					08-002872	1011.60.701.65020	452.18
				0036259-001		OFFICE SUPPLIES-10/2015	
					07-000716	1011.55.515.65020	272.48
				0036259-001-A		OFFICE SUPPLIES-10/2015	
					07-000678	1011.55.601.65015	9.80
				0036424-001		OFFICE SUPPLIES-12/2015	
					07-000716	1011.55.515.65020	115.53
				0036437-001		OFFICE SUPPLIES-12/2015	
					07-000716	1011.55.515.65020	462.12
				0036703-001		OFFICE SUPPLIES-3/2015	
					07-000716	1011.55.515.65020	283.13
				0036752-001		OFFICE SUPPLIES-4/2016	
					06-005937	6051.45.450.65015	16.13
				0036861-001		OFFICE SUPPLIES-5/2016	
					07-000716	1011.55.515.65020	98.09
				0036956-001		CONFERENCE TABLE & CHAIRS-6/2016	
					08-003118	1011.60.701.65020	2,645.22
				0037050-001		OFFICE SUPPLIES-6/2016	
					08-002872	1011.60.740.65015	54.48
				0037052-001		OFFICE SUPPLIES-6/2016	
					01-001084	1011.25.205.65020	577.67
						Total :	**4,986.83**
184617	7/19/2016	009982	THE PORTABLE BAR COMPANY	21557		PORTABLE BAR FOR BATEMAN HALL-6/2016	

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184617	7/19/2016	009982	THE PORTABLE BAR COMPANY	(Continued)			
					08-003144	1011.60.740.66015	2,202.40
						Total :	**2,202.40**
184618	7/19/2016	006066	THE SHERWIN WILLIAMS CO.	7879-2		PAINT AND PAINT SUPPLIES-6/2016	
					06-006353	2851.45.615.65020	479.16
				7913-9		PAINT AND PAINT SUPPLIES-6/2016	
					06-006353	2851.45.615.65020	479.16
				7966-7		PAINT AND PAINT SUPPLIES-6/2016	
					06-006353	2851.45.615.65020	479.15
						Total :	**1,437.47**
184619	7/19/2016	003314	TYCO INTERGRATED SECURITY LLC	26483756		ALARM SYSTEM FOR YOUTH CENTER-6/2016-8/2016	
					08-003145	1011.60.715.64399	663.37
				26483756-A		ALARM-YOUTH CENTER & TRAIN STATION-6/2016	
					08-003064	1011.60.715.64399	28.02
						Total :	**691.39**
184620	7/19/2016	000166	UNDERGROUND SERVICE ALERT/SC	620160411		UNDERGROUND SERVICE ALERTS-6/2016	
					06-005975	6051.45.450.64399	261.00
						Total :	**261.00**
184621	7/19/2016	009742	UNIFIRST CORPORATION	3241804906		UNIFORM RENTALS-6/2016	
					06-006181	2051.45.430.60040	12.72
				3241804907		UNIFORM RENTALS-6/2016	
					06-006181	6051.45.450.60040	25.58
				3241804908		UNIFORM RENTALS-6/2016	
					06-006181	1011.45.415.60040	27.56
				3241804909		UNIFORM RENTALS-6/2016	
					06-006181	2701.45.610.60040	43.54
				3241804910		UNIFORM RENTALS-6/2016	
					06-006181	2051.45.410.60040	32.24
				3241804911		UNIFORM RENTALS-6/2016	
					06-006181	1011.45.415.64399	37.70
						Total :	**179.34**
184622	7/19/2016	010005	URANIA, RALPH	1615302		REFUND-BATEMAN HALL RENTAL DEPOSIT	

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184622	7/19/2016	010005	URANIA, RALPH	(Continued)			
						1011.60.33215	100.00
						Total :	**100.00**
184623	7/19/2016	005357	URBAN ASSOCIATES, INC.	200.02B		HOUSING/GRANT CONSULTING SERVICES-6/2016	
					11-000686	2941.75.286.62015	162.50
					11-000686	2961.75.865.62015	617.50
						Total :	**780.00**
184624	7/19/2016	001131	WALKER, BERTHA A.	001131063016		ZUMBA INSTRUCTOR-COMMUNITY CENTER-6/2016	
					08-002923	1011.60.705.62015	193.24
						Total :	**193.24**
184625	7/19/2016	004013	WALTERS WHOLESALE ELECTRIC CO	221304-00		ELECTRICAL SUPPLIES-6/2016	
					06-006431	2651.45.425.65020	27.37
						Total :	**27.37**
184626	7/19/2016	000181	WHITTIER FERTILIZER COMPANY	305943		LANDSCAPING SUPPLIES-5/2016	
					06-006445	2701.45.610.65020	2,855.80
						Total :	**2,855.80**
184627	7/19/2016	009958	TREJO, MOSES	Ref000094909		UB Refund Cst #054395	
						6051.20103	142.05
						Total :	**142.05**

97 Vouchers for bank code : apbank **Bank total : 596,546.90**

97 Vouchers in this report **Total vouchers : 596,546.90**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002410	7/1/2016	005859	ADAMS, LUTHER	005859073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	241.38
						Total :	**241.38**
1002411	7/31/2016	007117	BROOKS, REGINA	007117073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	418.83
						Total :	**418.83**
1002412	7/1/2016	005861	CABARET, MARILYN	005861073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	516.96
						Total :	**516.96**
1002413	7/1/2016	005862	COBB, LAFEVEVA	005862073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	172.23
						Total :	**172.23**
1002414	7/1/2016	006115	COULSON - JOHNSON, SERENA	006115073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	688.22
						Total :	**688.22**
1002415	7/1/2016	006336	DELGADO, ARTHUR	006336073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	195.98
						Total :	**195.98**
1002416	7/1/2016	005864	DRIVER, CELESTE	005864073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	195.98
						Total :	**195.98**
1002417	7/1/2016	008557	GRAHAM, EUGENIA	005864073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	195.98
						Total :	**195.98**
1002418	7/1/2016	000799	LORNA HAWKINS	000799073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	480.05
						Total :	**480.05**
1002419	7/1/2016	006915	HERNANDEZ, MARIA	006915073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002419	7/1/2016	006915	HERNANDEZ, MARIA	(Continued)			
						7151.35.355.64012	418.83
						Total :	**418.83**
1002420	7/1/2016	006123	LIMON, ISMAEL	006123073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	1,288.96
						Total :	**1,288.96**
1002421	7/1/2016	005870	MC CONNAUGHEY, JOHN	005870073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	756.00
						Total :	**756.00**
1002422	7/1/2016	005982	MC CLOUD, WILLIAM	005982073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	172.23
						Total :	**172.23**
1002423	7/1/2016	005871	MILLS, GILBERT	005871073116		REIMB-RETIREE MEDICAL PREMIUM -7/2016	
						7151.35.355.64012	283.04
						Total :	**283.04**
1002424	7/1/2016	005873	NELSON, ELLA	005873073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	469.46
						Total :	**469.46**
1002425	7/1/2016	002518	NGUYEN, QUYNH VAN	002518073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	1,042.36
						Total :	**1,042.36**
1002426	7/1/2016	005983	NUNO DENIZ, FRANCISCO	005983073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	469.46
						Total :	**469.46**
1002427	7/1/2016	006209	OCHOA, MIKE	006209073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	418.83
						Total :	**418.83**
1002428	7/1/2016	005984	ROBERSON, MAURICE	005984073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	469.46

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002428	7/1/2016	005984	005984 ROBERSON, MAURICE	(Continued)		**Total :**	**469.46**
1002429	7/1/2016	006233	SANCHEZ, HELEN	006233073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	172.23
						Total :	**172.23**
1002430	7/1/2016	006071	SARAVIA, CESAR	006071073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	716.06
						Total :	**716.06**
1002431	7/1/2016	008424	SIDDELL, STEPHANIE	008424073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	418.83
						Total :	**418.83**
1002432	7/1/2016	007290	SOTO, MARICRUZ	007290073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	195.98
						Total :	**195.98**
1002433	7/1/2016	005875	SYMONDS, CHARLES	005875073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	241.38
						Total :	**241.38**
1002434	7/1/2016	006304	WALLACE, BENJAMIN	006304073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	283.04
						Total :	**283.04**
1002435	7/1/2016	008246	WINBUSH, VELMA	008246073116		REIMB-RETIREE MEDICAL PREMIUM-7/2016	
						7151.35.355.64012	441.53
						Total :	**441.53**

26 Vouchers for bank code : apbank — **Bank total : 11,363.29**

26 Vouchers in this report — **Total vouchers : 11,363.29**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184525	7/6/2016	003349	DELTA DENTAL OF CALIFORNIA	BE001687739		DENTAL PREMIUM-7/2016	
						7151.35.355.64012	5,064.59
						1011.20140	14,657.93
						Total :	**19,722.52**
184526	7/6/2016	006145	METLIFE	006145073116		DENTAL PREMIUM-7/2016	
						7151.35.355.64012	57.87
						Total :	**57.87**
184527	7/6/2016	001224	STANDARD INSURANCE COMPANY	001224073116		LIFE INSURANCE PREMIUM-7/2016	
						1011.20140	2,050.00
						7151.35.355.64012	551.00
						Total :	**2,601.00**

3 Vouchers for bank code : apbank — **Bank total : 22,381.39**

3 Vouchers in this report — **Total vouchers : 22,381.39**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
184628	7/19/2016	000370	ALATORRE, SALVADOR	000370073116		ELECTRONIC/MEDIA-AUTO EXPENSES-7/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
184629	7/19/2016	007782	CAMACHO, GABRIELA	007782073116		ELECTRONIC/MEDIA-AUTO EXPENSES-7/2016	
						1011.20.110.60030	250.00
						1011.20.110.60025	250.00
						Total :	**500.00**
184630	7/19/2016	001249	CASTRO, AIDE	001249073116		ELECTRONIC/MEDIA-AUTO EXPENSES-7/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
184631	7/19/2016	007566	HERNANDEZ, EDWIN	007566073116		ELECTRONIC/MEDIA-AUTO EXPENSES-7/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
184632	7/19/2016	000779	SANTILLAN-BEAS, MARIA	000779073116		ELECTRONIC/MEDIA-AUTO EXPENSES-7/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
184633	7/19/2016	008668	SOLACHE, JOSE LUIS	008668073116		ELECTRONIC/MEDIA-AUTO EXPENSES-7/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**

6 Vouchers for bank code : apbank **Bank total : 3,000.00**

6 Vouchers in this report **Total vouchers : 3,000.00**

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Approval of Agreement with the Water Replenishment District of Southern California for Wellhead Treatment for Water Well No. 11

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LYNWOOD AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA (WRD) FOR WELLHEAD TREATMENT FOR WATER WELL NO. 11 AND APPROVING AN APPROPRIATIONOF $100,000 TO COVER PROJECT COSTS NOT OTHERWISE COVERED BY THE WRD APPROVED BUDGET."

Background:

The City has five active groundwater wells located throughout the City for groundwater production (Well Nos. 5, 8,9,11 and 19). The City distributes its water to approximately 9,000 service customers through a 90 mile network of distribution water mains.

The City's potable water supply primarily consists of groundwater and imported water. Overall groundwater has accounted for about 90 percent of the City's total water supply from 2005 to 2010. Thus the City relies primarily on groundwater; and as such, it is critical that the infrastructure is reliable.

Water Well No. 11, one of the five active wells in the City, was built approximately 60 years ago. This Well has a capacity of approximately 650 gallons per minute (GPM). In the last five years, the well has begun producing water with increasing levels of Tetrachloroethylene (PCE) and Trichloroethylene (TCE). Although the levels of PCE and TCE concentrations are below the maximum levels identified in the National Drinking Water Standards established by the United States Environmental Protection Agency (EPA) and the California State Water Resources Board (SWRCB), PCE and TCE concentrations have been gradually increasing over time from 2010 to 2015.

AGENDA ITEM 11

Discussion & Analysis:

KEH Feasibility Study

The City routinely monitors its groundwater to meet primary and secondary water quality standards. To continue to provide safe drinking water to the City's customers, staff requested for WRD's engineering consultant, KEH, to evaluate the water quality for Well No. 11 and recommend treatment options to continue to comply with the federal and state maximum contaminant levels (MCLs).

KEH prepared a Treatment Evaluation Letter Report on the treatment options to maintain PCE and TCE levels below MCLs. KEH recommends that the City install an activated carbon well head treatment system at Well No. 11. Granulated Activated Carbon filtration is a closed system that has long been recognized as an effective means for removing Volatile Organic Compounds (VOC), including PCE and TCE, from groundwater wells. The treatment system will have the capacity to treat the full flow of the well.

The installation of an activated carbon well head treatment system for Well No. 11, is the least expensive alternative, based on KEH's evaluation. According to KEH, this treatment is a common wellhead treatment method with proven reliability. The recommended system will remove PCE and TCE from groundwater at the wellhead, which will result in levels far lower than the Environmental Project Agency (EPA) and State Water Resources Control Board (SWRCB) established MCLs.

WRD's Safe Drinking Water Program

WRD is a special district established under the California Water Code. WRD manages groundwater in the Central and West Coast Groundwater Basins, which supply water to approximately 43 cities. The City is one of the 43 cities within WRD's service area.

On April 28, 2016, the Board of Directors of the WRD approved to assist the City through the Safe Drinking Water Program (SDWP). SDWP is a program that assists basin pumpers in sustaining active production from contaminated or partially contaminated wells. The WRD Board approved to finance a wellhead treatment system that will consist of a complete granular activated filtration system built within the boundaries of Well No. 11.

WRD approved a budget of $800,000 for the cost of construction and equipment installation for Well No. 11. Any amount in excess of $800,000, would need to be covered by the City. WRD will coordinate the design and construction. The City will need to provide WRD with access to the facility and provide data for the design.

Upon review of the agreement provided by WRD, staff met with WRD staff and Special Counsel to put in place a cap on the budget that the City would need to cover if the

project cost exceeds the $800,000 budget amount and to remove the penalties imposed by WRD if Well No. 11 had to shut down.

Instead, WRD offered to put in place a clause stating that upon review of the bids, the City may decide to terminate the agreement without penalty, if it felt that its share of the cost (the amount in excess of $800,000 committed by WRD) was not affordable or not a good value.

Fiscal Impact:

Obtaining funding from another source helps the City leverage its own funds. If the City Council approves the recommended action, WRD will pay for the construction and equipment installation for the wellhead treatment in the amount not to exceed $800,000. Staff recommends that a CIP No. be established for this work and an appropriation of $100,000 from the Water Fund be set aside to cover the project costs such as staffing, constructability review, if needed, and cost that may exceed or be outside the scope of work covered by the $800,000 budget approved by WRD.

If the budget for this work exceeds $100,000 proposed appropriation, staff will need to report back to the City Council to appropriate additional funding.

There are adequate funds in the Water Fund balance to cover $100,000 appropriation.

Coordinated With:

City Attorney's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LYNWOOD AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA (WRD) FOR WELLHEAD TREATMENT FOR WATER WELL NO. 11 AND APPROVING AN APPROPRIATIONOF $100,000 TO COVER PROJECT COSTS NOT OTHERWISE COVERED BY THE WRD APPROVED BUDGET

WHEREAS, the City's Water Well No. 11 has been impacted with elevated concentrations of Tetrachloroethylene (PCE) and Trichloroethylene (TCE) over the past several years; and

WHEREAS, KEH a consultant hired by the Water Replenishment District of Southern California (WRD), recommended that the City install an activated carbon wellhead treatment system to remove Volatile Organic Compounds (VOCs) such as PCE and TCE; and

WHEREAS, WRD administers the Safe Drinking Water Program (SDWP) to assist basin pumpers in sustaining active production from contaminated or partially contaminated wells; and

WHEREAS, WRD, after evaluating the water quality and production of Water Well No. 11, determined that assistance is necessary; and

WHEREAS, on April 28, 2016, the Board of Directors of WRD approved to assist the City through the Safe Drinking Water Program (SDWP); and

WHEREAS, the WRD Board approved to finance a wellhead treatment system that will consist of a complete granular activated filtration system built within the boundaries of Well No. 11 in the amount of $800,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council approves the Agreement entitled "Wellhead Treatment Between City of Lynwood and Water Replenishment District of Southern California" substantially in a form attached hereto as Exhibit A; a final version of the Agreement will be transmitted by WRD to include a clause proposed by the City Attorney.

Section 2. That the City Council authorizes the Mayor to execute the aforementioned Agreement, attached hereto as Exhibit A, in a form approved by the City Attorney.

Section 3. That the City Council authorizes the appropriation of $100,000 to a Capital Improvement Project assigned by Finance Department to cover project's costs such as staff time, constructability review, if needed, and other project costs that may exceed or are outside the scope of the $800,000 budget approved by WRD.

Section 4. That this resolution shall take effect immediately upon its adoption.

Section 5. That the City Clerk shall certify as to the adoption of this City Council resolution.

PASSED, APPROVED and ADOPTED this 19th day of July 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quiñonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

Raul Godinez II, P.E.
Director of Public Works / City Engineer

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the day of _____, 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and forgoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, 2016.

_____
City Clerk, City of Lynwood

EXHIBIT A

WRD
WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA

WELLHEAD TREATMENT BETWEEN

CITY OF LYNWOOD

AND

THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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WELLHEAD TREATMENT BETWEEN CITY OF LYNWOOD AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

This Agreement ("Agreement") is entered into as of April 28, 2016 by and between the Water Replenishment District of Southern California ("WRD") and the City of Lynwood ("City"), which are referred to collectively herein as the "Parties" and individually as "Party."

Recitals

A. WHEREAS, the Legislature of the State of California has vested in WRD the statutory responsibility to manage, regulate, replenish, and protect the quality of groundwater supplies within the WRD's boundaries.

B. WHEREAS, the United States Environmental Protection Agency ("USEPA") and the State Water Resources Control Board ("SWRCB") have adopted primary drinking water standards and recommended action levels, respectively, which include limits for certain volatile organic compounds ("VOCs"). Water containing VOC concentrations in excess of USEPA standards and/or SWRCB recommended action levels has been determined by USEPA and SWRCB not to be suitable for municipal domestic purposes.

C. WHEREAS, recent surveys of groundwater quality within the WRD's boundaries used for municipal supply have shown an increasing concentration of VOCs.

D. WHEREAS, the City owns a water distribution system for the purpose of delivering potable water to its customers within the WRD's boundaries.

E. WHEREAS, the City has lost the use of a groundwater production well identified as Well No. 11 (the "Project Well"), located within the WRD's boundaries at 11646 Bellinger Street, Lynwood, California (the "Project Site"), due to the presence of VOCs in quantities exceeding USEPA and/or SWRCB standards and action levels.

F. WHEREAS, the WRD, pursuant to its Clean Water Program, desires to install equipment for the removal of VOCs from Project Well groundwater, and the City desires to operate and maintain the Project Well, all as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and WRD agree as follows:

Agreement

ARTICLE 1 – DEFINITIONS

Applicable Laws means all applicable federal, state and local statutes, laws, regulations, ordinances, approvals, permits and governing agreements.

City means the City of Lynwood.

Day or days, whether capitalized or not, shall refer to calendar days. If any time period prescribed in this Agreement falls on a weekend or other holiday, the time period shall be extended to the next business day.

SWRCB means the State Water Resources Control Board.

Governmental Agencies means federal, state and local public agencies and entities including, without limitation, the United States, the State of California, cities, counties, districts, boards, commissions and authorities.

Groundwater Production Requirement refers to City's obligation to operate and maintain the completed Project in accordance with all Applicable Laws and Project operating and maintenance manuals so as to produce 700 gallons/minute from the Project Well.

USEPA means the United States Environmental Protection Agency.

VOCs means Volatile Organic Compounds.

WRD means the Water Replenishment District of Southern California.

WRD Budget means the dollar amount of WRD's budget for the performance of WRD's obligations under this Agreement.

ARTICLE 2 – WARRANTIES AND REPRESENTATIONS

2.1 City's Warranties and Representations

2.1.1 The City represents and warrants that it is the owner of the Project Well and Project Site and that it requires no permit, approval or other consent from any third party in order to enter into this Agreement.

2.1.2 The City represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its governing laws, regulations and ordinances.

2.2 WRD's Warranties and Representations

2.2.1 WRD represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its enabling statutes and its Administrative Code.

ARTICLE 3 – GENERAL PURPOSE

It is the purpose of the Parties in entering into this Agreement that WRD shall cause a Granular Activated Carbon water treatment system, including all necessary piping, pumps and related improvements (the "Project") to be designed and installed upon the Project Well to remove VOCs from groundwater extracted therefrom, and that City shall thereafter operate the Project so as to produce treated groundwater in accordance with the terms of this Agreement.

ARTICLE 4 – ACCESS TO PROJECT SITE; GRANT OF LICENSE

The City hereby grants to WRD, including its engineers, consultants, contractors, employees, agents and representatives, a license to enter upon and use the Project Site and Project Well for all purposes reasonably required for WRD to perform its obligations and to exercise its rights under this Agreement. Said license shall include the right to enter upon the Project Site upon no more than twenty-four (24) hours prior written notice to observe and inspect the Project including, without limitation, the rights to inspect the Project's operation and maintenance, and to conduct tests of raw groundwater extracted from the Project Well and groundwater treated by the Project. The term of the license granted under this Article shall be for the same term as this Agreement.

ARTICLE 5 – PERMITS AND APPROVALS

5.1 CEQA Compliance

WRD shall be responsible, at its sole cost and expense, for CEQA compliance. It is WRD's understanding that such compliance for the Project may be achieved by negative declaration. WRD may, at its sole discretion, terminate this Agreement for its convenience if CEQA compliance for the Project is more costly, time consuming or otherwise burdensome than anticipated by WRD. Such termination shall become effective ten (10) days after the date of written notice of such termination by WRD to CITY. City shall not be entitled to compensation, damages or payments of any kind whatsoever in the event of such termination.

5.2 Building Permit

WRD shall cause its Contractor to obtain a building or construction permit for the construction services described herein.

5.3 Other Permits

Except as expressly provided elsewhere in this Agreement, City shall, at its cost and in its name, obtain all permits, licenses and approvals necessary for the construction and operation of the Project. City shall be identified as the applicant, permitee, operator and owner in all such permits, licenses and approvals.

5.3.1 WRD acknowledges that the costs of permits including, but not limited to, the sewer discharge permit, have not yet been determined. The City shall advise WRD of the permit costs within five (5) days of ascertaining the total amount of said permit costs. If, after ascertaining the costs of permits, the City determines, in its sole discretion, that the costs are unacceptable to the City, the City may terminate this Agreement on written notice to WRD given within ten (10) days after notifying WRD of such costs. If the City fails to terminate this Agreement within said ten (10) days City shall be deemed to have approved the costs of the permits.

ARTICLE 6 – PROJECT DESIGN

6.1 Preparation of Project Design

6.1.1 WRD shall, in accordance with its enabling statutes and Administrative Code, cause a design for the Project to be prepared by a registered engineer (the "Project Design"). The Project Design shall include all earthwork, structures, piping, appurtenances, disinfection and electrical and mechanical controls necessary to convey groundwater from the Project Well to the City's distribution system.

6.1.2 The Project Design shall be for a treatment system of sufficient size and capacity that groundwater extracted from the Project Well and treated by the Project shall meet or exceed USEPA and SWRCB water quality standards for VOCs and achieve the Groundwater Production Requirement.

6.1.3 The City at its cost shall provide to WRD all groundwater test data, plans, reports, maps, records and other information describing, depicting or relating to the Project Site and Project Well for WRD's use in preparing the Project Design.

1. Information to be provided by City shall include any and all City requirements to be incorporated into the Project Design and/or construction including, without limitation, requirements pertaining to any height, noise, aesthetic or other restrictions, restrictions on working hours or working days, site access for construction and maintenance, use of the Project Site for temporary facilities and/or storage during construction, availability of temporary utilities during construction and

known subsurface utilities and other structures that may interfere with the work of the Project.

6.2 Approval of Project Design

6.2.1 WRD shall transmit the Project Design to the City for the City's review and approval before soliciting bids for construction of the Project, which approval shall not be unreasonably withheld. The City's approval of the Project Design shall be given by written notice to WRD. The approval process shall be as follows:

1. The City shall be deemed to have approved any portion of the Project Design as to which the City fails to transmit written objections to WRD within fifteen (15) days of the date on which the Project Design was received by the City.

2. In the event the City timely disapproves of any portion of the Project Design, WRD and the City shall meet and confer within five (5) working days or other mutually agreed upon period in a good faith effort to modify the Project Design so as to resolve the concerns raised by the City. Any revisions to the Project Design shall thereafter be transmitted to the City for its prior review and approval.

3. In the event that WRD and the City are unable to modify the Project Design so as to resolve concerns raised by the City in its timely written disapproval, either party may terminate this Agreement by ten (10) days written notice to the other Party.

6.2.2 The City's approval of the Project Design shall be an approval of the location, configuration and appearance of the Project and shall not constitute a warranty or representation that the Project will be capable of achieving USEPA or SWRCB water quality standards for VOCs or capable of achieving the groundwater Production Requirement.

ARTICLE 7 – PROJECT CONSTRUCTION

7.1 Advertising for Bids and Award of Contract

WRD shall be the contracting owner for purposes of constructing the Project. WRD shall advertise for bids and award a construction contract for the Project in accordance with the WRD's enabling statutes and Administrative Code. WRD shall provide City with access to all bids received for the Project and shall consult with City prior to awarding any contract for construction of the Project.

7.2 Insurance and Bonds

WRD shall require its contractor to maintain all insurance and bonds required by Applicable Laws during construction of the Project. WRD shall, in addition, require its contractor to maintain comprehensive general liability insurance with limits of not less than $1,000,000, issued by an admitted carrier acceptable to WRD and naming the City, including its officers, directors and employees as additional insureds.

7.3 Construction in Accordance with Project Design and Applicable Laws

WRD shall cause the Project to be constructed and completed in accordance with the Project Design and Applicable Laws governing the construction of projects in California similar in size, complexity and purpose.

7.4 WRD to Keep City Reasonably Informed

7.4.1 WRD shall keep City reasonably informed of the status of construction activities and shall provide City with access to WRD's construction books and records upon reasonable request.

1. WRD shall provide the City with a copy of its contractor's construction schedule promptly after it is received. City shall promptly thereafter notify WRD in writing of any objections or other concerns it may have regarding the proposed construction schedule.

2. WRD shall promptly provide the City with copies of all formal notices received from the Project contractor regarding the Project. WRD shall timely provide the City with copies of all invoices submitted by WRD's contractor for payment for Project work.

3. WRD shall provide the City with all change requests received from the Project contractor and shall meet and confer with the City before approving any substantial changes to the construction contract for the Project.

4. WRD shall notify the City at least 48 hours in advance of the delivery and/or installation of major Project components so that City may inspect or observe such activities.

5. WRD shall notify the City at least 48 hours in advance before the commencement of testing and start-up operations so that City may inspect or observe such activities. WRD shall provide the City with copies of all test and sample reports obtained during Project testing and start-up.

6. WRD shall notify the City at least 48 hours in advance before conducting final inspection of the Project so that City may inspect or observe such activities.

7.5 Project Acceptance, Turnover and Ownership

7.5.1 WRD shall give the City written notice of WRD's proposed acceptance of the Project when all of the work of the Project, including testing and start-up, have been completed. Upon City's written concurrence that the Project has been completed, WRD will file its Notice of Completion and shall promptly thereafter provide the City with the following, as applicable:

1. A record copy of the Project Design showing the as-built condition of the Project.

2. All manufacturers' warranties, if any.

3. All operation and maintenance manuals, if any.

4. All groundwater quality test results for tests conducted by WRD or its contractor or consultants, if any.

7.5.2 Within ten (10) days after the filing by WRD of a Notice of Completion as provided herein, or such later time as WRD may request, the Parties shall execute a Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment in the form provided at Exhibit A to this Agreement.

ARTICLE 8 – REIMBURSEMENT BY CITY TO WRD OF EXCESS PROJECT PERMITTING, DESIGN AND CONSTRUCTIONS COSTS

8.1 WRD Budget for Project Permitting, Design and Construction

The WRD Budget for performing its permitting, design and construction obligations under this Agreement is One Million Dollars ($1,000,000.00).

8.2 WRD Payment of Project Permitting, Design and Construction Costs

WRD shall be responsible, in the first instance, for paying all costs incurred to perform its obligations under Articles 5, 6 and 7 of this Agreement. WRD shall maintain good and sufficient records of such costs in accordance with generally accepted accounting practices and will make such records available to City for inspection and coping upon reasonable request. WRD will promptly forward copies of invoices received from third parties for such costs to City.

8.3 City Reimbursement of Amounts Exceeding WRD Budget

Upon WRD's issuance of its Notice of Completion of the Project, WRD shall transmit to City a final accounting of costs incurred by WRD to perform its Project Design, Permitting and Construction obligations as set forth in Articles 5, 6 and 7 of this Agreement. The accounting shall indicate the amount by which such costs exceed the WRD Budget and the City, within forty-five (45) days of receipt of such accounting, shall pay such excess to WRD.

ARTICLE 9 – PROJECT OPERATION AND MAINTENANCE

9.1 City to Operate and Maintain Project and Achieve Groundwater Production Requirement

For a minimum term of ten (10) years commencing on the date of WRD's issuance of a Notice of Completion of construction of the Project, the City shall, at its sole cost and expense, operate, maintain and repair the Project Facilities in accordance with all Applicable Laws, the standard of care for the operation, maintenance and repair of similar facilities in California, and in accordance with Project operations and maintenance manuals, all so as to achieve the Groundwater Production Requirement.

9.1.1 The City shall be responsible for making all necessary and appropriate inquiries of manufacturers, other industry specialists and Governmental Agencies with jurisdiction over the Project to insure proper maintenance and operation of the Project.

9.1.2 The City shall, at all times, provide personnel sufficient in number and qualifications to properly operate and maintain the Project.

9.1.3 The City shall be responsible for performing all sampling and testing of water produced from the Project Well required by Applicable Laws. The City shall timely provide the District with copies of all such water sample and test reports and related information.

1. Notwithstanding the expiration of the ten-year term set forth at Section 9.1, the City agrees that it will continue to share all water quality data and reports for the life of the Project.

9.1.4 The City shall provide WRD with copies of all official notices or reports received or transmitted by City regarding the Project or Project Well.

9.1.5 The City shall maintain good and sufficient records of its operation and maintenance activities, including records demonstrating achievement of the Groundwater Production Requirement, in accordance with generally accepted accounting practices and the standard of care for operating similar facilities in

California. The City shall make such documents available to WRD for inspection and copying upon reasonable request.

9.1.6 The City shall be responsible for ensuring that the Project is operated in compliance with all Applicable Laws, regulations, permits and approvals including, without limitation, those relating to water quality.

9.2 Insurance

The City shall at all times commencing after issuance of the Notice of Completion of construction of the Project, and for the remaining obligation under this Agreement, maintain all insurance required by Applicable Laws for the performance of its obligations under this Agreement.

ARTICLE 10 – INDEMNITY

10.1 WRD's Indemnity Obligations

WRD shall defend, indemnify and hold harmless the City, including City's elected officials, officers, directors, employees, agents and representatives, from and against any and all claims, demands, liabilities, causes of action, damages, injuries (including, without limitation, injuries to real and personal property and personal injuries, including death) and expenses of any kind, including attorneys' fees, arising from or relating to WRD's negligence, willful misconduct, breach of its obligations under this Agreement or failure to comply with Applicable Laws.

10.2 City's Indemnity Obligations

The City shall defend, indemnify and hold harmless the WRD, including WRD's elected officials, officers, directors, employees, agents and representatives, from and against any and all claims, demands, liabilities, causes of action, damages, injuries (including, without limitation, injuries to real and personal property and personal injuries, including death) and expenses of any kind, including attorneys' fees, arising from or relating to City's negligence, willful misconduct, breach of its obligations under this Agreement or failure to comply with Applicable Laws.

ARTICLE 11 – DEFAULT AND TERMINATION

11.1 WRD's Right to Terminate for Convenience

11.1.1 WRD shall have the right, at its sole discretion, to terminate this Agreement without cause for its convenience upon twenty (20) days written notice to City at any time prior to commencement of physical construction of the Project or after issuance of the Notice of Completion of the Project. In the event of a termination under this Section, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other Party.

11.1.2 WRD shall have the right, at its sole discretion, to terminate this agreement without cause for its convenience upon ten (10) days written notice to City at any time after physical construction of the Project has commenced and before issuance of the Notice of Completion of the Project. In the event of a termination under this Section, WRD shall, to the extent practical, cause the Project Well and Project Site to be restored to their condition prior to commencement of construction. In the event of a termination under this Section, neither party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party.

11.2 WRD's Right to Terminate for Default

11.2.1 WRD may provide written notice to City of its intent to terminate this Agreement for default in the event WRD reasonably believes City has materially breached its operations or maintenance or other obligations under this Agreement.

1. Any notice under this Section shall specifically describe the obligation alleged to have been breached and the facts and circumstance of such breach.

2. Any notice under this Section shall indicate that if City does not cure the default in question within twenty (20) days, the Agreement shall terminate.

   (a) In the event of a default that by its nature cannot be cured within twenty days, the City must provide WRD with notice of City's intent to cure, its schedule for doing so, and the City must actually commence such cure within said twenty-day period. If, in WRD's reasonable judgment, City fails to diligently prosecute such cure to completion, WRD may thereafter terminate this Agreement for default by ten (10) days written notice without providing City with any further opportunity to cure.

3. Unless City has cured or commenced to cure any default within twenty days of WRD's service of a notice of intent to terminate for default, this Agreement shall terminate on the twentieth day following such notice.

11.2.2 In the event this Agreement is terminated by WRD for City's default, City shall reimburse WRD in the amount of the straight line depreciated value of the Project not exceeding the WRD Budget as of the year in which the termination occurs as follows:

Year 1:	$1,000,000
Year 2:	$900,000
Year 3:	$800,000

Year 4:	$700,000
Year 5:	$600,000
Year 6:	$500,000
Year 7:	$400,000
Year 8:	$300,000
Year 9:	$200,000
Year 10:	$100,000

11.2.3 Except as expressly provided in Section 11.2, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party in the event of a termination by WRD for City's default.

11.3 Termination or Suspension by City

11.3.1 City shall have the right to terminate this Agreement for cause upon twenty (20) days written notice to WRD only upon the occurrence of any one of the following events:

1. Destruction of the Project due to earthquake, fire or other acts of god or third parties not due in whole or part to City's negligence or willful misconduct or breach of its obligations under this Agreement.

2. The discovery of contaminants or other constituents in groundwater extracted from the Project Well that cannot be removed by the Project and that prevent the groundwater from being put to its intended use under Applicable Laws without a significant capital improvement to the Project.

11.3.2 City shall have the right to suspend performance of its obligations under this Agreement upon twenty (20) days written notice to WRD, or such shorter time as may be required by an emergency or other exigent circumstances, upon the occurrence of any one of the following circumstances:

1. The discovery of a latent design or construction defect in the Project that renders the Project incapable of performing its intended function.

2. A breakdown or other malfunction in the Project that is not due to City's negligence or willful misconduct or breach of its obligations under this Agreement and that will require more than ten (10) days to repair.

3. City's reasonable belief that continued delivery of groundwater from the Project to the City's water distribution system, without further investigation and inquiry, presents a risk to public health.

Upon receipt by WRD of any notice of suspension by City, WRD and City shall meet and confer to verify the cause of the suspension and to determine

whether it can be removed with reasonable expense and effort. Upon removal of the cause for any suspension under this Section, City shall be required to achieve the pro rata Groundwater Production Requirement for the portion of any year during which the suspension was not in effect. If the cause of the suspension cannot be removed with reasonable expense and effort, then the City may terminate this Agreement by giving notice thereof in accordance with Section 11.3.1 of this Agreement.

11.3.3 The Parties understand and agree that their purpose in entering into this Agreement will be frustrated if this Agreement is terminated by City. Accordingly, WRD shall have the right, but not the obligation, to remove all or a portion of the Project following City's termination of this Agreement.

1. WRD must give written notice of intention to remove all or a portion of the Project no later than sixty (60) days after WRD's receipt of City's notice of termination. The City shall thereafter grant WRD (including its agents, representatives and contractors) permission, subject to any reasonable restrictions the City may require, to enter upon the Project Site to remove all or a portion of the Project. Said removal will be at WRD's sole cost and expense and WRD must leave the the Project Site in a neat, safe and orderly condition.

2. The Parties agree that, upon WRD's exercise of its right to remove all or a portion of the Project under this Section, the Parties will be deemed to have rescinded this Agreement, and the City shall convey to WRD City's interest in the Project or portion of the Project removed by WRD by executing a Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment in the form attached hereto as Exhibit A.

ARTICLE 12 – MISCELLANEOUS

12.1 Signage and Project Publicity

Borrower, prior to the completion of the Project, agrees to affix a WRD project sign to the project site for permanent display. Additionally, Borrower agrees to provide prior notice of any and all Project related publicity events (including but not limited to news and media articles) and provide opportunity for WRD to participate in said events as an affiliated entity to the Project. Additionally, Borrower agrees to include reference to WRD's involvement in the Project and include the WRD logo in any and all Project literature and/or materials. WRD shall also have the authority to use photos and information about the Project for WRD purposes.

12.2 No Third Party Beneficiaries

Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

12.3 Assignment

This Agreement may not be assigned without the non-assigning Party's prior express written consent.

12.4 Notices

Any notice, instrument, payment or document required to be given or delivered under this Agreement shall be given to the following in a manner that provides for proof of delivery using the most expeditious means warranted by the circumstances:

If to WRD: Assistant General Manager
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to City: Public Works Special Project Manager
Lorry Hempe
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Phone:
Fax:

12.5 Amendments

This Agreement may not be modified except by written amendment executed by WRD and the City.

12.6 Integration

This Agreement represents the entire understanding of WRD and the City as to the subject matter hereof and supersedes all prior agreements, communications and representations, whether written or oral. The Parties represent and warrant that they are not entering into this Agreement based upon any facts or representations that are not expressly set forth in this Agreement.

12.7 Construction

This Agreement shall be construed as the product of a joint effort by the Parties and any rule requiring that agreements or provisions thereof be construed against the drafter shall not apply.

12.8 Governing Law

This Agreement shall be governed by the laws of the State of California.

12.9 Attorneys' Fees

In the event of a dispute arising from or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.

12.10 Successors and Assigns

This Agreement shall inure to the benefit the Parties' respective successors and assigns.

12.11 Authority

The persons executing this Agreement represent and warrant that they are authorized to do so by the Party for whom they are signing.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature	*Signature*
Willard H. Murray, Jr.	John D. S. Allen
Print Name	*Print Name*
President, Board of Directors	Secretary, Board of Directors
Title	*Title*

CITY OF LYNWOOD

Signature	*Signature*
Print Name	*Print Name*
Title	*Title*

Approved As To Form

LEAL ▪ TREJO APC

_____

Attorneys for the Water Replenishment District of Southern California

CITY OF LYNWOOD
CITY ATTORNEY

_____

_____

_____

EXHIBIT A

QUITCLAIM DEED,
QUITCLAIM BILL OF SALE AND
QUITCLAIM ASSIGNMENT

This Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment (this "Quitclaim") is made this ____ day of _____, 200__, by and between the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA ("WRD") and The CITY OF LYNWOOD ("CITY"), with reference to the following facts:

A. The City is the owner of that certain real property commonly known as Well No. 11, 11646 Bellinger Street, Lynwood, California (the "Real Property").

B. The City and WRD entered into that certain Agreement dated as of April 28, 2016 (the "Agreement"), pursuant to which WRD expended Safe and Clean Water Grant Program funds directly towards the construction of Central Basin improvements on the Real Property, including a water treatment system on a groundwater well located at the Real Property ("Improvements").

C. In connection with said construction and procurement, WRD may have obtained certain intangible property, including but not limited to (i) all warranties, contract rights and guaranties pertaining to the Real Property including, but not limited to, all warranties from contractors, architects, engineers and material and labor suppliers (whether written or implied); (ii) all licenses, certifications, authorizations, approvals, rights, privileges, entitlements, permits, zoning, subdivision, development, building or use (e.g., certificates of occupancy), applications, filings, agreements or approvals issued or granted by any governmental or quasi-governmental authority and related to the operation, ownership, leasing, subdivision, development, use and/or maintenance of the Real Property and Improvements; (iii) any and all other contracts related to the Real Property and Improvements and/or the operation, maintenance and repair thereof; (iv) any other intangible property relating to the ownership, use, occupancy or operation of the Real Property and Improvements (collectively, the "Intangible Property").

D. WRD desires to confirm the City's ownership of, and responsibility for, the Real Property, the Improvements and the Intangible Property by quitclaiming to the City all of WRD's right, title and interest in and to the Real Property, the Improvements and the Intangible Property, excepting only City's Grant of a License by to WRD under Article 4 of the Agreement, and the City desires to accept said quitclaim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WRD and The City agree as follows:

1. Quitclaim. WRD hereby: (a) remises, releases and forever quitclaims to the City all of WRD's right, title and interest in and to the Real Property; (b) WRD hereby quitclaims, sells, transfers and delivers to the City all of WRD's right, title and interest in and to the Improvements; and (c) quitclaims, transfers, assigns and delivers to the City all of WRD's right, title and interest in and to the Intangible Property

2. No Representations, Warranties or Covenants. This Quitclaim is given by WRD to the City without express or implied representation, warranty or covenant of any kind or nature whatsoever, whether pursuant to the California Civil Code, the California Uniform Commercial Code or otherwise. WITHOUT LIMITING THE FOREGOING, WRD EXPRESSLY DISCLAIMS AND NEGATES: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS.

3. Acceptance. The City hereby accepts this Quitclaim on the terms and conditions stated herein.

4. Governing Law. This Quitclaim is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California without resort to choice of law principles.

IN WITNESS WHEREOF, this Quitclaim has been executed as of the date first above written.

WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Its: _____

CITY OF LYNWOOD

By: _____
Name: _____
Its: _____

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Review of Change Orders Issued for the Ham Park Community Center Project and Authorization for the City Manager to Approve Change Orders Up to the Available Contingency Amount

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD REVIEWING THE CHANGE ORDERS ISSUED ON THE YVONNE BURKE-JOHN D. HAM PARK COMMUNITY CENTER PROJECT (CIP NUMBER 4011.67.007) AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE AVAILABLE CONTINGENCY AMOUNT."

Background:

The Yvonne Burke-John D. Ham Park Community Center (Community Center) is a sustainably designed 8,600 plus square-foot building which includes a reception area, public restrooms, storage area, equipment room, central game room, three multi-purpose rooms, kitchen, staff offices, concession area and a security office. On May 26, 2015, the City Council authorized the modification to the plans to include solar panels and to achieve a LEED Silver certification.

The construction of the Community Center is underway. Barring any construction delay that may arise, staff anticipates that the construction will be substantially completed by October 2016.

There have been three Change orders issued on this project to date with Cal-City Construction (Cal-City). Two additional change orders are being prepared to

AGENDA ITEM 12

address technological and audio/visual needs from Recreation and Community Services.

Discussion & Analysis:

The Lynwood Municipal Code Section 6-3.15 provide authority to the City Manager to approve in writing any modification involving an addition to, deletion from, or revision in any item in such contract, including, without limitation, plans, specifications and extra work, and change orders relating to the nature or quantity of services, equipment, supplies or work. The City Manager is limited to approve change orders in an amount not to exceed $50,000 or 25% of the original contract price, whichever is lesser.

Based on this, the City Manager's change order approval authority is limited to $50,000 for Cal-City, gkkworks and LPA, which are the contractor, construction manager and architect respectively.

Change Orders Issued to Date

Lynwood Municipal Code (LMC) Section 6-3.15(f) requires the City Manager to report to the City Council on modifications and change orders. Below is a chart on the change orders approved to date with Cal-City:

Change Orders with Cal-City		
Change Order	**Description**	**Amount**
Change Order No. 1	Asbestos Removal (Asbestos found at the construction site after digging.)	$ 6,858
Change Order No. 2	Immediate soil import testing	$ 583
Change Order No. 5	Capping and cutting an existing water line found at the construction site; not identified in the as built plans under Phase I park construction. The water line interfered with the wall to be constructed.	$ 1,525
	Total Change Orders Approved to Date	**$ 8,967**

Staff is working with Cal-City on Change Order Number 3 and 4 relating to additional power and data lines, and related additional trenching to meet audio, visual and technological components for the community center approved by the City Council on June 7, 2016.

Given that the project only has a 5% budget contingency, staff and gkkworks have been very strict about approving change orders. The change orders issued thus far are those unanticipated construction work as indicated in the above table.

Although the approval of Change Order Number 3 and Number 4 would still likely be within the $50,000 limit provided to the City Manager, the City Manager may not be able to approve the next change order because of the limit.

Staff anticipates Change Orders relating to the relocation of the Fire Department Connection (FDC) and relocation of an existing back flow preventer. The Fire Department is requiring the City to relocate the FDC, this will generate a Change Order not only for Cal-City, but also with LPA.

Construction work for the community center requires coordination between trades with very limited flexibility in the schedule. If a change order is warranted, and staff is required to go to City Council prior to the start of the work, work may be delayed thus impacting the scheduling of other work by other subcontractors.

City Manager's Change Order Authority

LMC Section 6-3.15(e) allows the City Manager to exceed the dollar amounts limitation if the proposed change order, resulting in extended delay in obtaining City Council approval, is reasonably determined to subject the city to liability for damages incurred by a contractor, to jeopardize the public health, welfare or safety, or otherwise result in potential detriment to the city.

Although LMC Section 6-3.15(e) allows the City Manager to exceed the dollar amount limitation on change orders under certain conditions, which staff believes will apply to this case, staff is proactively seeking authority to exceed the $50,000 limitation on change orders while adhering to the 5% contingency budget provided for this project.

Staff estimates available contingency of $208,954 remaining in the project budget. Staff is requesting the City Council to authorize the City Manager to approve change orders up to the available contingency amount of $208,954.

These change orders may be required for the following vendors relating to this project:

1) Cal-City (Contractor)
2) LPA (Architect)
3) Gkkworks (Construction Manager)

To the extent that a change in contract cost with LPA and gkkworks is caused by a delay by Cal-City, staff will pursue assessing liquidated damages for the delays to pay any cost incurred by the City.

Fiscal Impact:

Staff is not requesting additional funds for the recommended action. The Community Center funding is 92% derived from grant funds.

Coordinated With:

Finance & Administration
Recreation and Community Services
City Attorney

RESOLUTION._____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD REVIEWING THE CHANGE ORDERS ISSUED ON THE HAM PARK COMMUNITY CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO APPROVE THE CHANGE ORDERS UP TO THE AVAILABLE CONTINGENCY AMOUNT

WHEREAS, the City Council approved the construction of the Yvonne Burke-John D. Ham Park Community Center (Community Center); and

WHEREAS, the City Manager has approved three change orders with Cal City Construction, Inc. in the amount of $8,967; and

WHEREAS, Lynwood Municipal Code 6-3.15 authorizes the City Manager to approve change orders on any contract for professional services or construction on a public works project in the amount not to exceed $50,000 or 25% of the original contract price; and

WHEREAS, the community center is close to completion, with an estimated three (3) more months to complete construction; and

WHEREAS, to keep pace with the project delivery by October 2016 and avoid construction delays caused by the City, staff is requesting authorizing the City Manager to approve Change Orders in excess of the $50,000 limit for Cal-City Construction, Inc., gkkworks and LPA to the available contingency amount; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. That the City Council hereby receives the report on the Change Orders issued to date on the Yvonne Burke-John D. Ham Park Community Center Project.

Section 2. That the City Council authorizes the City Manager to spend up to the $208,954 of the remaining contingency amount for Change Orders on the Community Center.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 19th day of June, 2016.

_____
Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godinez II, P.E.
Director of Public Works /City Engineer

CITY OF LYNWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER

Date:	1/27/2016	**Contract Change Order:**	LYND 001
Project Title:	Yvonne Burke-John D. Ham Park Community Center	**Resolution No.:**	2015.193
Contractor:	Cal-City Construction	**CIP No. :**	4011.67.007

Complete Sections (1) to (6) and sign.

(1) Reason for Change

ABANDONED UNDER GROUND ASBESTOS DISCOVERED DURING REMOVAL AND RECOMPACTION

(2) Description of Change

APPROXY 3CU/YD OF ASBESTOS ABATEMENT

(3) Location of Change

NORTH EAST SIDE BUILDING CORNER

(4) Change in Contract Cost

SUB EXTRA WORK	**$5,970**	**ATTACHED FILE+A1**
GC OVERHEAD & PROFIT 5%	**$298.50**	
BOND 1%	**$6.27**	
TOTAL	**$6,275**	

(5) Extension of Contract (number of days)

0

(6) New Contract Total Including all Change Orders.

(a) Original Contract Sum was		$ 4,650,000.00
(b) Net Change by previously authorized change orders		$ -
Change Order No.		
Change Order No.	$ -	
Change Order No.	$ -	
(c) Contract Sum prior to this change order was (a+b)		$ 4,650,000.00
(d) This Contract Change Order		$ 6,275.00
(e) The New Contract Sum including this change order (c + d)		$ 4,656,275.00

The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. This Change Order becomes part of and in conformance with the existing contract agreement.

CAL-CITY CONSTRUCTION
Approved: _____ **Date** 2-3-2016
Woo S. Lim, President

City of Lynwood
Approved: _____ **Date** 2-9-16
Raul Godinez II, P.E.
Director of Public Works/City Engineer

Approved: _____ **Date** 2-10-16
J. Arnoldo Beltrán
City Manager/Mayor

QUALITY
ENVIRONMENTAL, INC.
License No. 876494 DOSH No. 947

13123 Lakeland Rd Unit A
Santa Fe Springs, CA 90670
(562) 941-1434
(562) 941-1825 Fax

Proposal

Tuesday January 26th, 2016

Mr. John Seo
Cal-City Construction
16605 Norwalk Boulevard,
Cerritos, California 90703
Fax: 562.404.4830
Cell: 562.404.4820
E-mail: johncalcity@gmail.com, aasorio@cal-city.com

Project Name: John D Ham Park Asbestos Removal P5
Project Address: 11832 Atlantic Avenue, Lynwood, California 90262
Bid No.: 9102

Dear Mr. Seo,

Quality Environmental Inc. is pleased to submit this proposal for the Procedure 5 Asbestos Abatement Removal and cleanup as per Mr. Seo's request located at the above reference site. The purpose of this letter is to describe the scope of work and pricing structure, and to identify any conditions that would require coordination in order to complete your project in a safe and timely manner.

Scope of work:

Procedure 5 Asbestos Abatement

- *Establish a Regulated area with Asbestos flagging and 6 mil FR polyethylene sheeting 6 ft. throughout outside perimeter of the existing stock pile, Asbestos Signage and a Decontamination chamber as per Vista Environmental Consulting Procedure 5 Work Plan.*
- *Removal and disposal of approximately 3 cubic yards of asbestos-impacted soil and asbestos containing tile debris in one location Vista Environmental Consulting Procedure 5 Work Plan.*
- *This project is based on one mobilization during Regular working hours on Monday through Friday.* ***(Weekend, Holiday, and Overtime Hour's are EXCLUDED)***
- *This project is based on prevailing wage rates and Quality Environmental Inc will provide certified payroll upon GC/Owner's request.*
- *Owner must provide the environmental consultant for air monitoring and final clearances*
- *Owner must provide power and water during abatement activities*
- *Areas must be accessible prior to start*
- *Emergency P5 SCAQMD, and Cal-OSHA, notifications fees are included*
- *Haz ACM Disposal is included*

Procedure 5 Asbestos Abatement Total: $5,970.00

Note: This price is based on 100% payment upon completion
Q. E. Inc. is currently SBE, SLBE and MBE
Q. E. Inc. currently carries $3 Mil G/L Insurance

Exclusions

- *Surveys*
- *Paint and Repairs/Build-back*
- *Inspections/Power & Water*
- *Shoring/Bracing*
- *Unforeseen work/ Holydays*
- *Weekend work/ Over Time/Double Time*

Terms and Conditions
The pricing schedule and work terms in this bid proposal are effective for thirty days from today. Payment is due in full 100% upon completion. The project will be schedule and worked on Regular working hours on Monday through Friday. The duration of this project is noted above under description of quote. This proposal is based on prevailing wage rates. Access to work area is limited to Quality Environmental Inc.'s employees and the client's authorized members. The client will provide all necessary water and usable electrical power as well as toilet facilities.
If you have any questions or need additional information, please call the office at **(562) 941-1434.**

For regular SCAQMD notifications please allow 14 working days prior to start project to notify all local, federal and state agencies after the approval of contract.

Sincerely,

Gus Escutia,
President
Quality Environmental Inc.

BBB
MEMBER
THE SOUTHLAND

Work Authorization

This bid proposal and terms are accepted. Quality Environmental Inc. is authorized to proceed with the work located at 11832 Atlantic Avenue, Lynwood, California 90262 for the Procedure 5 Asbestos Abatement removal and Clean Up. By signing this work authorization we are authorized to proceed with the specified on scope of work on page 1. After signing this work authorization please fax back to our office for immediate scheduling and coordination.
Fax: 562-941-1825.

Signature: _____ Date: _____

Name: _____

SUBCONTRACTOR'S BREAKDOWN SHEET

SUBCONTRACTORS:
PROJECT:Yvonne Burke-John D. Ham Park Community Center
CO# LYND 001

Prepared by: John Seo
Date: 1/27/2016

NO.	ITEM DESCRIPTION	QTY	UNIT	MATERIAL		Davis-Bacon Wage w/fringes			RENTAL EQUIPMENT			OWNED EQUIPMENT	
				Unit Cost	Total Cost	Hours	Hourly	Total Cost	Days	Rate	Total Cost	Unit Cost	Total Cost
1.00	ASBESTOS ABATEMENT	1	LS										
2.00													
3.00													
	SUBTOTAL				0.00			0.00			0.00		0.00
	Taxes @ Material & Rental			0.00%	0.00					0.00%	0.00		
	Insurance &Taxes @ Labor							0.00					
	TOTAL				0.00			0.00			0.00		0.00
	TOTAL DIRECT COST			$5,970.00									
	SUBCONTRACTORS' O & P (%) Included												
	TOTAL SUBCONTRACTORS COST			**$5,970.00**									

CITY OF LYNWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER

Date:	5/11/2016	**Contract Change Order:**	002
Project Title:	Yvonne Burke-John D. Ham Park Community Center	**Resolution No.:**	2015.193
Contractor:	Cal-City Construction	**CIP No. :**	4011.67.007

Complete Sections (1) to (6) and sign.

(1) Reason for Change

IMPORT MATERIAL IS REQUIRED TO MAKE GRADE AND THE PROPOSED IMPORT NEEDS TO BE TESTED TO CONFIRM IT IS SUITABLE FOR USE AS FILL MATERIAL ON THIS PROJECT.

(2) Description of Change

Provide import sampling including expansion index, sieve analysis, and sample pick up of potential soil import material located at: 20937 Bloomfield Ave, Lakewood, CA

(3) Location of Change

Import soil to be used on the west side of the site, portions of the southeast area, and wall backfill as needed.

(4) Change in Contract Cost

Subconsultant Cost	$550.00
Cal-City 5% markup	$27.50
Cal-City Bond	$5.78
Total	**$583.28**

(5) Extension of Contract (number of days)

(6) New Contract Total including all Change Orders.

(a) Original Contract Sum was			$ 4,650,000.00
(b) Net Change by previously authorized change orders			$ 6,275.00
Change Order No. 1	$	6,275.00	
Change Order No.	$	-	
Change Order No.	$	-	
(c) Contract Sum prior to this change order was (a+b)			$ 4,656,275.00
(d) This Contract Change Order			$583.28
(e) The New Contract Sum including this change order (c + d)			$ 4,656,858.28

The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. This Change Order becomes part of and in conformance with the existing contract agreement.

Approved: Woo S. Lim, President — Date 6-27-2016

City of Lynwood

Approved: Raul Godinez II, P.E. Director of Public Works/City Engineer — Date 6.28.16

Approved: J. Arnoldo Beltrán, City Manager/Mayor — Date 6-30-16

CITY OF LYNWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER

Date:	6/28/2016	**Contract Change Order:**	005
Project Title:	Yvonne Burke-John D. Ham Park Community Center	**Resolution No.:**	2015.193
Contractor:	Cal-City Construction	**CIP No. :**	4011.67.007

Complete Sections (1) to (6) and sign.

(1) Reason for Change

EXISTING10" FIRE WATER LINE FROM PHASE 1 PROJECT IS NOT IN THE LOCATION PER THE AS-BUILT PLANS AND CONFLICTS WITH NEW WALL

(2) Description of Change

Provide all labor, material, equipment and supervision to cut and cap the existing 10" Fire line that conflicts with the location of the new cmu wall on the east side of the site and fill 80 lf of the pipe with slurry. Costs include pumping water from the existing line.

(3) Location of Change

East side of site at location of new cmu wall and existing 10" fire line.

(4) Change in Contract Cost

Subconsultant Cost	$1,438.14
Cal-City 5% markup	$71.91
Cal-City Bond	$15.10
Total	**$1,525.15**

(5) Extension of Contract (number of days)

(6) New Contract Total Including all Change Orders.

(a) Original Contract Sum was			$ 4,650,000.00
(b) Net Change by previously authorized change orders			$ 6,858.28
Change Order No. **001**	$	6,275.00	
Change Order No. **002**	$	583.28	
Change Order No.	$	-	
(c) Contract Sum prior to this change order was (a+b)			$ 4,656,858.28
(d) This Contract Change Order			**$1,525.15**
(e) The New Contract Sum including this change order (c + d)			$ 4,658,383.43

The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. This Change Order becomes part of and in conformance with the existing contract agreement.

Approved: Woo S. Lim, President — **Date** 6-28-16

City of Lynwood
Approved: Raul Godinez II, P.E.
Director of Public Works/City Engineer — **Date** 6-28-16

Approved: J. Arnoldo Beltrán
City Manager/Mayor — **Date** 6-30-16

FW BRADY development inc

16782 Intrepid Lane
Huntington Beach, CA
Phone (562)592-2138
Fax (562)592-0829
Lic. # 766223

CHANGE ORDER #1

JOB NAME: Yvonne Burke – John Hamm

DATE: June 28, 2016

Pursuant to your authorization and/or request, changes in the work specified at the above job will be made.

It is hereby agreed that such change in the work will constitute a Change Quotation to the contract in the sum of $1,438.14 which shall modify the original value of the contract and all previously approved change ordered.

The changes are described as follow:

Cost to fill 80' LF of 10" pipe with slurry:

Excavate/Backfill	
305 Mini-Ex/Operator 2 hrs @ 130/hr	$ 260.00
Cut out at 3 locations and plug ends with concrete	
Concrete (3) Bags	$ 30.00
Laborer 2 hrs min @ $66.10/hr	$ 132.20
Cut-off saw	$ 100.00
Water Pump	$ 100.00
Slurry/Short Load	$ 553.00
(2) Laborers 1 hr @ $66.10/hr	$ 132.20
Profit/Overhead	$ 130.74
Total	$1,438.14

Accepted By:

Sign: _____

Print Name: _____

Title: _____

Date: _____

F.W. Brady Development

Sign: [signature]

Print Name: Tiffany Brady

Title: Project Coordinator

Date: 6-28-16

PM. [illegible]

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Amanda Hall, Finance Director
Delania G. Whitaker, Financial Analyst

SUBJECT: California Consulting, LLC Agreement

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA CONSULTING, LLC TO PROVIDE GRANT WRITING SERVICES TO THE CITY UNTIL JUNE 30, 2017".

Background:

On September 3, 2013, the City Council amended the City's prior agreement (Amendment No. 1) with California Consulting, LLC to extend grant writing services for another year at a monthly compensation rate of $3,000. Amendment No. 2 of the consulting services agreement expired on September 3, 2014. On September 2, 2014, Council approved another one year extension to the agreement with California Consulting, LLC at the $3,000 monthly rate ($36,000 total). Amendment No. 3 of the agreement expired on September 2, 2015. On November 24, 2015, Council authorized an extension (Amendment No. 4) to the agreement until June 30, 2016.

Discussion & Analysis:

Monthly, staff meets with the members of the California Consulting team to provide the consultant with information relative to needs of the specific departments. California Consulting, LLC provides staff with a monthly list of available grants for review and consideration. The grant writer has been proactive with providing staff with upcoming funding opportunities.

AGENDA ITEM 13

The following is a list of grants that are in progress and under consideration by City staff and California Consulting, LLC:

In Progress

- People for Bikes Community Grant – $10,000 Requested (Recreation)
- Caltrans: Highway Safety Improvement Program (HSIP) - $1M Tentative Estimated Requested (Public Works)
- California State Parks, Office of Grants and Local Services: California Youth Soccer Recreation and Development Program - $1M Requested (Recreation)

Under Consideration

- FM Global Fire Prevention Grant Program - $2,500 to $5,000 (City Manager)
- State Water Recycling Board Prop 1 Fund – Water Recycling Projects – Grant Amount Varies Based on Grant Type (Public Works)
- US Soccer Foundation: 2016 Safe Places to Play Grants – $4,000 to $50,000 (Recreation)
- Burlington Northern Santa Fe Railway Foundation – $100 to $500,000 (Development, Compliance & Enforcement Services)
- State Water Resources Control Board: Clean Water State Revolving Fund (CWSRF) Fund – $2.5M (Public Works)
- State Water Resources Control Board: Drinking Water State Revolving Fund (DWSRF) Program – No Maximum Disbursement Limit on Amount/Financing (Public Works)

In FY 2013, 2014, 2015, and 2016 the City received grant funding totaling $1,127,582 for the following grants:

1. Transportation Planning Grant, Environmental Justice – Civic Center Comprehensive Plan - $100,000 (August 2012)
2. Highway Safety Improvement Program (HSIP) – Pedestrian Safety Roadway Surrounding St. Francis Medical Center – $376,100 (October 2012)
3. FY 2013 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program - $47,401 (August 2013)
4. FY 2014 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program - $48,225 (July 2014)
5. FY 2015 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program - $39,706 (August 2015)
6. California Department of Housing and Community Development: Housing Related Parks Program - $516,150 (June 2016)

The City continues to have a huge desire to obtain as many grants as possible to offset the costs of services/program offered by the City. The City has obtained a total of $1,127,582 in grants with the assistance of California Consulting, LLC.

Fiscal Impact:

The current grant writing service fee is $3,000 per month. Since the City 1,127,582 in grant award amounts. As of July 14, 2016, the City has incurred a total of $161,258 in expenditures since the initial term of the agreement which commenced on February 21, 2012.

Coordinated With:

All Departments

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA CONSULTING, LLC TO PROVIDE GRANT WRITING SERVICES TO THE CITY UNTIL JUNE 30, 2017

WHEREAS, on September 3, 2013, the City Council amended the City's prior agreement (Amendment No. 1) with California Consulting, LLC to extend grant writing services for another year at a monthly compensation rate of $3,000; and

WHEREAS, Amendment No. 2 of the consulting services agreement expired on September 3, 2014; and

WHEREAS, on September 2, 2014, the City Council authorized the one year extension to the agreement (Amendment No. 3) with California Consulting, LLC; and

WHEREAS, Amendment No. 3 of the agreement expired on September 2, 2015. The agreement allows for a continuance on a month-to-month basis. Services continued on a month-to-month basis through November 24, 2015; and

WHEREAS, on November 24, 2015, Council authorized an extension (Amendment No. 4) to the agreement until June 30, 2016; and

WHEREAS, staff requests that the agreement be extended to June 30, 2017.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. The City Council approves California Consulting LLC to provide grant writing services to the City until June 30, 2017.

Section 2. The Mayor is authorized to execute a one-year agreement with California Consulting LLC approved as to form by the City Attorney.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2016.

_____
Edwin Hernandez
Mayor

ATTEST:

_____
Maria Quinonez
City Clerk

APPROVED AS TO FORM:

_____
David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

_____
J. Arnoldo Beltrán
City Manager

_____
Amanda Hall
Finance Director

CONSULTING SERVICES AGREEMENT

This agreement ("Agreement") is made of the 19th day of July, 2016 by and between the CITY OF LYNWOOD, a municipal Corporation (the "City") and California Consulting, LLC, A California Limited Liability Company (the "Consultant"). City and Consultant are sometimes hereafter individually referred to as "Party" and collectively to as "Parties".

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent Consultant to provide grant writing services to the City as set forth in the attached Exhibit A; and

WHEREAS, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A.**

B. Time of Performance. Operator shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**.

2. Term of Agreement. This Agreement shall commence on July 1, 2016 (the "Commencement Date") and shall terminate on June 30, 2017 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before forty-five (45) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three months following the Termination Date. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. The Consultant shall maintain appropriate and necessary documentation supporting the monthly invoices detailing the type of service provided. It shall be available for review by the City at all reasonable times upon request. City shall endeavor to pay invoices bearing correct and authorized charges within forty-five (45) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall be set at a maximum compensation of $36,000 for twelve (12) months, which shall be payable as set forth in the Task Schedule in the attached **Exhibit A.**

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall only be reimbursed for those expenses which; (i) appear on Consultants' monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

CITY OF LYNWOOD

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

CONSULTANT

California Consulting, LLC
2491 Alluvial Avenue, Suite 609
Clovis, CA 93611

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services, Time of Performance, and Compensation Schedule (two (2) pages)

Exhibit B – General Terms and Conditions (eight (8) pages)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY

By: _____ _____

Edwin Hernandez, Mayor Date

CONSULTANT

By: _____ _____

Steven N. Samuelian, Manager Date

ATTEST:

By: _____

Maria Quinonez, City Clerk

APPROVED AS TO FORM:

By: _____

David A. Garcia, City Attorney

EXHIBIT A
SCOPE OF SERVICES, TIME OF PERFORMANCE AND COMPENSATION SCHEDULE

1. SCOPE OF SERVICES

Consultant shall provide the City with grant writing services. The Consultant will comply with all state, federal and local laws and regulations related to grant writing and assure that the grants are prepared in accordance with such laws and regulations. It is understood and acknowledged by the parties that the value of the Consultant's advice is not readily quantifiable, and that Consultant shall render advice upon request of the City, in good faith, but shall not be obligated to spend any specific or pre-set amount of time in doing so. Consultant's duties may include, but will not necessarily be limited to:

a. Grant research, identification, and writing at direction of the City for federal state and private foundation grants;
b. Communicating with key persons in the state government, state agencies, local government, community leaders, community organizations, and business persons to further the goals of the City;
c. Arranging and/or attending meetings on behalf of the City and for the furtherance of the stated goals of the City; and
d. State lobbying and governmental affairs services as requested by the City.
e. Identify and dedicate a grant writer or a team of grant writers that will be obligated to the City for at least one full year.

2. TIME OF PERFORMANCE

This Agreement shall commence on July 1, 2016 (the "Commencement Date") and shall terminate on June 30, 2017 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement.

3. COMPENSATION SCHEDULE

Consultant agrees to perform and provide grant writing services to the City of Lynwood at a maximum compensation of $36,000 for twelve (12) months (capped at $3,000 per month, which is inclusive of all costs and expenses) based on the municipal grant opportunities attached.

MUNICIPAL GRANTS

(Current as of July 1, 2016)

CA Department of Justice: CRT Settlement Fund Grant
Release: June 1, 2016 (Draft Guidance currently available)
Deadline: July 15, 2016, 5:00pm
Amount: $30,000 - $86,000
Match: None
Eligibility: Counties, cities, K-12 school districts, and utilities
http://cypresfunds.net/publications/crt-draft/
The CRT Settlement Fund is the result of five Settlement Agreements obtained by the Attorney General of the State of California in a civil lawsuit (State of California, et al. v. Samsung SDI, et al.) filed against the makers of cathode ray tubes (CRTs). CRTs are a display technology that was widely used in televisions and computer monitors a decade ago, now replaced by LED, LCD and Plasma displays. Projects that increase access to computer or visual technology will be considered. Examples include funding to train displaced or unemployed workers in new tech occupations; New software, technology or hi-tech equipment for local water, sewage treatment, or mosquito abatement district improved services; or funding for computer or visual technology services that will improve tech access, skills and knowledge for California populations.

CA Housing & Community Development (HCD): Community Development Block Grant (CDBG) Program
Deadline: July 27, 2016
Amount: Maximum of $2,000,000, including all activities except ED OTC, Colonia and Native American.
Match: 5% match required for PTA grants only
Eligibility: Non-entitlement communities which are incorporated cities under 50,000 in population and counties with an unincorporated area population of under 200,000 - see Appendix A for complete listing of eligible entities via the link below
http://www.hcd.ca.gov/financial-assistance/community-development-block-grant-program/currentnofas.html
This NOFA applies to State CDBG-eligible activities funded under the Economic Development (ED) Set-Aside, Community Development (CD) sub-allocation, Colonia Set-Aside, and Native American Set-Aside. Typical activities funded under each of these predominately benefit low- and moderate-income Californians and include: Business Assistance (BA) Projects and Programs; Microenterprise (ME) Assistance Programs; Housing Rehabilitation (HR) Programs and Projects; Homeownership Assistance (HA) Programs; Housing Acquisition Projects; Public Infrastructure Projects; Public Facility Projects; Public Service Programs; and Planning and Technical Assistance Grants.

People for Bikes Foundation: Community Grant Program
Deadlines: June 13 to July 29, 2016 (for required LOIs); October 7, 2016 (for full applications)
Amount: Up to $10,000
Match: None
Eligibility: City or county agencies; nonprofits
http://www.peopleforbikes.org/pages/grant-guidelines
The People For Bikes Community Grant Program offers funding for important and influential projects that leverage federal funding and build momentum for bicycling in communities across the United States. Grants of up to $10,000 are provided for bicycle infrastructure projects and targeted advocacy initiatives that make it easier and safer for people of all ages and abilities to ride. Eligible applicants include nonprofit organizations with a focus on bicycling, active transportation, or community development; city or county agencies or departments; and state or federal agencies working locally. Letters of interest for the fall 2016 grant cycle will be accepted from June 13 to July 29, 2016; full applications will be due October 7, 2016. Visit the People For Bikes website to review the grant guidelines.

SCAQMD/MSRC: Alternative Fuel Infrastructure Funding Opportunities
Deadline: July 29, 2016
Amount: $1,000,000 max award; $5,000,000 allocated to entire program
Match: 50%
Eligibility: public and private fueling site owners, fleet owners, infrastructure providers, fuel providers, and school districts*in the SCAQMD service area.*
http://www.cleantransportationfunding.org/rfp/view/alternative-fuel-infrastructure-funding-opportunities
Through this opportunity, the South Coast Air Quality Management District (SCAQMD) and the Mobile Source Air Pollution Reduction Review Committee (MSRC) provide incentive funding to assist in the construction of Alternative Fuel Refueling Infrastructure within the South Coast Air Quality Management District. Categories include funding for construction of new or expanded alternative fuel fueling stations and incentives for the modification of fleet maintenance facilities.

SCAQMD/MSRC: Major Event Center Transportation Programs
Deadline: July 29, 2016
Amount: $2.25 Million max award; $4.5 million allocated to entire program
Match: 50%
Eligibility: A qualifying major event center, a qualifying transportation provider, or a County Transportation Commission *in the SCAQMD service area.*
http://www.cleantransportationfunding.org/rfp/view/major-event-center-transportation-programs1
Through this opportunity, the South Coast Air Quality Management District (SCAQMD) and the Mobile Source Air Pollution Reduction Review Committee (MSRC) provide funding for the Implementation of New or Expanded Public Transportation Programs for Event Center Destinations Located in the South Coast Air Quality Management District. Amended December 4, 2015 to allow County Transportation Commissions to be eligible applicants and award recipients.

Saucony: Run for Good Grant
Deadline: August 1, 2016
Amount: Up to $10,000
Match: None
Eligibility: tax-exempt organizations, including public agencies, school districts, and nonprofits
http://www.saucony.com/en/runforgood/
Children today are constantly faced with unhealthy eating options and sedentary lifestyles. Offering programs to teach them healthy habits has never been more important, but often these programs don't get the funding or support they need. The Saucony Run for Good Foundation aims to change that. Saucony will fund proposals where the grantee will conduct programs that increase participation in running in order to positively impact the lives of participants. Priorities include:

- Projects that utilize running participation for health and/or well-being in children.
- Projects that serve youth populations not traditionally exposed to running programs.
- Projects that demonstrate support and inspiration in creating a program that exemplifies the Saucony Run for Good Foundation's mission of improving the lives of children through running.

Caltrans: Highway Safety Improvement Program (HSIP) Cycle 8
Deadline: August 12, 2016
Amount: $100,000 - $10 Million
Match: 10% of project cost
Eligibility: city, county, or a tribal government federally recognized within the State of California
http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_now.htm
The Highway Safety Improvement Program (HSIP) is one of the core federal-aid programs in the federal surface transportation act, "Moving Ahead for Progress in the 21st Century" (MAP-21). The purpose of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal land. HSIP funds are eligible for work on any public road or publicly owned bicycle or pedestrian pathway or trail, or on tribal lands for general use of tribal members, that improves the safety for its users. All proposed projects will be evaluated based on the Benefit/Cost (B/C) ratios. For Cycle 8 call-for-projects, the minimum B/C for a project to be eligible for local HSIP funding will be 3.5.

US Soccer Foundation: 2016 Safe Places to Play Grants
Deadline: 2016 Fall Grant Cycle

- LOIs due by September 30, 2016
- Full Application due by October 7, 2016

Amount: $4,000 - $50,000 or a percentage of total project amount in form of vendor credit
Match: None required officially; applicants will have to contribute additional funds not covered by the grant award
Eligibility: Tax-exempt organizations including: 501(c)(3) nonprofits, churches, individual schools or school districts, cities or municipalities.
http://www.ussoccerfoundation.org/our-grants/

Safe Places to Play grants are available in four categories: Synthetic Turf, Lighting, Irrigation, and Sport Court. Multi-sport field projects are eligible for funding, but such fields must be used a majority of the time for soccer. Multi-field projects are also eligible. All Safe Places to Play grants (except for Irrigation) can be awarded for either indoor or outdoor field projects. Grants are disbursed as in-kind credit with their respective vendor:

- *Synthetic Turf Grant Amount*: up to 10% of the Hellas project quote.
- *Lighting Grant Amount*: Typically in the range of 15%-30% of project total, with a maximum of $25,000 per grant for single fields and $50,000 for multi-field projects.
- *Irrigation Grant Amount*: Typically in the range of $4,000 - $15,000, with a maximum of $15,000 per grant.
- *Sport Court Grant Amount*: Typically in the range of 15% - 50% of project total, with a maximum of $30,000 per grant.

No cash is disbursed as part of this grant. Grantees must use the specific vendor as the supplier for their field project. Applicants are required to submit an LOI describing basics of the project prior to being approved to submit a full application for funding.

US Soccer Foundation: 2016 Program Grants
Deadline: October 7, 2016
Amount: $50,000
Match: None required officially; applicants will have to contribute additional funds not covered by the grant award
Eligibility: Tax-exempt organizations including: 501(c)(3) nonprofits, churches, individual schools or school districts, cities or municipalities.
http://www.ussoccerfoundation.org/our-grants/
Program Grants are awarded for grantees to purchase soccer equipment and/or cash to cover operating expenses including:

- **Equipment** – all equipment grants are awarded as credit with www.soccer.com and/or www.kwikgoal.com. No cash is distributed for equipment. *Eligible equipment expenses*: jerseys, shorts, socks, shin guards, cleats, balls, goals (pop-up or permanent), polo shirts for coaches, whistles, cones, ball bags, first aid kits, scrimmage vests, etc.
- **Cash** – cash for operating expenses is disbursed in one check after the grant agreement and all paperwork have been completed. *Eligible operating expenses*: stipends for coaches and program managers, transportation, healthy snacks, award banquets for players, field or facility rental fees, referee fees, background checks, family engagement events, etc. *Urban Soccer Symposium*: All grantees receiving a cash grant award will receive a $1,000 Urban Soccer Symposium stipend as part of the cash grant to cover expenses related to travel to the Urban Soccer Symposium held by the U.S. Soccer Foundation in Washington, D.C.

California State Parks, Office of Grants and Local Services (OGALS): California Youth Soccer Recreation and Development Program
Deadline: November 1, 2016
Amount: $1,000,000 maximum request
Match: Amount varies and should include all non-construction costs for the project
Eligibility: Local agencies, recreation districts, school districts and community-based organizations
http://www.parks.ca.gov/?page_id=28475

The intent of the California Youth Soccer Recreation and Development Program is to award grants on a competitive basis for fostering the development of new youth soccer, baseball, softball, and basketball recreation opportunities in heavily populated, low-income urban areas with a high youth crime and unemployment rate to Local Agencies and Community-Based Organizations. Eligible projects include development projects that create new opportunities for youth soccer, baseball, softball, and basketball as well as include water conservation measures as a part of the project. Applicants that cover all non-construction costs with their own funding will received higher priority than those who request grant funding for both construction and non-construction activities.

State Water Resources Control Board: Water Recycling Funding Program (WFRP)
Deadline: December 2030 (currently accepting applications via FAAST system)
Amount: $75,000 (for Planning Grants); $15-$20 Million (for Construction Grants)
Match: 50% (for Planning Grants); 35% (for Construction Grants)
Financing: For Construction applications Interest at 1/2 General Obligation Bond Rate; 30 year term; Allowance following the CWSRF Policy
Eligibility: local public agencies
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/proposition1_funding.shtml
The State Water Resources Control Board (State Water Board) provides funding for the planning, design, and construction of water recycling projects that offset or augment state fresh water supplies. There are two programs within this fund:

- **Planning Grants:** The purpose of the planning grant is to assist agencies or regions with completing feasibility studies for water recycling projects using treated municipal wastewater and/or treated groundwater from sources contaminated by human activities. Only local public agencies are eligible to apply for planning grants.
- **Construction Grants:** The Water Recycling Funding Program provides grants and financing to eligible applicants for the construction of water recycling facilities. Construction projects may be funded with grants and low interest financing from a state bond, a CWSRF financing agreement, or combinations of funding sources. Eligible applicants are local public agencies, nonprofit organizations, public utilities, state & federal recognized Indian tribes, and mutual water companies.

FM Global Fire Prevention Grant Program
Deadline: April 1; August 1; and December 1 annually
Award amount: $2500-$5000
Match: None
Eligibility: Fire departments and brigades, as well as national, state, regional, local, and community organizations
http://www.fmglobal.com/page.aspx?id=01060200
The FM Global Fire Prevention Grant Program supports a wide array of fire prevention, preparedness, and control efforts throughout the U.S. and internationally. Funded projects include pre-fire planning for commercial, industrial, and institutional facilities; fire and arson prevention and investigation; and fire prevention education and training programs.

International Paper Foundation: Environmental Education & Literacy Grants
Deadline: Quarterly (February 1, April 1, August 1, and October 1, annually)
Amount: $100 - $100,000
Match: None
Eligibility: Nonprofit organizations, government entities, and school districts
http://www.internationalpaper.com/company/regions/north-america/ip-foundation-usa/apply-for-a-grant
The foundation's primary focus areas include the following:

1. Environmental Education: The Foundation supports programs that help both younger and older generations understand a sustainable approach balancing environmental, social, and economic needs. Examples of supported programs include:
    - science-based programs targeting children;
    - outdoor classrooms at schools or in communities;
    - outdoor science programs tied to forestry, air, or water; and,
    - education-based programs that promote recycling, tree planting, and composting initiatives.
2. Literacy: The Foundation addresses literacy through support of programs that:
    - enhance availability of reading materials at school and community libraries;
    - enhance reading skills of children and adults; and,
    - teach English as a Second Language (ESL).

The Foundation provides limited consideration for funding to new critical needs in company communities. Consideration is given to one-time, non-recurring needs which benefit the community at large. The Foundation considers providing "seed" money on a one-time basis for requests that identify a community-wide need and provide details of sustaining the initiative within the community beyond International Paper funding. The Foundation generally does not fund capital, economic development, or multi-year projects. Average grant awards are around $100.

Joseph Drown Foundation Education & Community Grants
Deadline: Quarterly (January 15th; April 15th ; July 15th; October 15th)
Amount: Varies by application
Match: None
Eligibility: 501(c)(3) nonprofits, government institutions, schools *in the Los Angeles area*
http://www.jdrown.org/mission/index.html
The Foundation's goal is to assist individuals in becoming successful, self-sustaining, contributing citizens. The Foundation is interested in programs that break down any barrier that prevents a person from continuing to grow and learn through grant programs including:

1) *Education*: Education is the primary focus of the Foundation. The Foundation supports education programs in K-12, at both public and private schools, that seek to solve the existing problems in Los Angeles area schools. These grants for education reform can be made directly to the schools or to independent organizations which are closely involved with this issue. In addition, the Foundation provides funds to private secondary schools, colleges and universities for student financial assistance, in the form of both scholarships and loan programs. Favor is given to those programs directed at talented middle income students who are unable to obtain assistance from sources specifically available to low income students.

2) *Community, Health, & Social Services*: The Foundation is also committed to improving the quality of life in the local community. The Foundation supports programs that encourage all individuals to reach their fullest potential. The best chance a young person has to reach that goal is to stay in school, inside a functioning family, and outside the juvenile justice system. To that end, the Foundation supports programs that deal with issues such as the high drop-out rate, lack of sufficient health care, substance abuse and violence. In addition, the Foundation will consider programs that address poverty issues and assist the economically disadvantaged. Programs aimed at solutions to or the prevention of these problems are favored. Although the Foundation recognizes the importance of Community, Health, and Social Services, it is not the Foundation's primary funding focus.

Major League Baseball Foundation: Baseball Tomorrow Fund
Deadline: Quarterly (January 1, April 1, July 1, & October 1)
Amount: $40,000 average award size
Match: 50% or more of total project cost
Eligibility: Tax exempt organizations including municipalities, school districts, and 501(c)(3) nonprofits
http://web.mlbcommunity.org/index.jsp?content=programs&program=baseball_tomorrow_fund
The Baseball Tomorrow Fund is a joint initiative between Major League Baseball and the Major League Baseball Players Association designed to promote and enhance the growth of youth participation in baseball and softball around the world by funding programs, fields, coaches' training, uniforms, and equipment. Grants are intended to finance a new program, expand or improve an existing program, undertake a new collaborative effort, or obtain facilities or equipment necessary for youth baseball or softball programs. The Baseball Tomorrow Fund supports projects that meet the following evaluation criteria: increase the number of youth participating in baseball and softball programs; improve the quality of youth baseball and softball programs.

GRANTS WITH CONTINUOUS DEADLINES

Burlington Northern Santa Fe Railway Foundation
Deadline: Continuous
Amount: $100 - $500,000
Match: None
Eligibility: Nonprofit organizations, local government agencies, and educational institutions in communities served by the Burlington Northern Santa Fe Railway
http://www.bnsffoundation.org/
The Burlington Northern Santa Fe Railway Foundation provides support in communities in the company's area of operations. The Foundation considers requests falling in the following categories:

- Civic Services: This area includes organizations which are concerned with the environment and local community issues, such as crime prevention, parks and recreation, diversity and community development.

- Cultural Organizations: This area includes performing arts, visual arts, fine arts, and museums and other related activities that offer opportunities for underserved children to experience cultural learning events.
- Educational Institutions: This area includes both public and private education, primarily at the college level. (Grants of an exceptional nature may be made to vocational and non-college schools. Preferably, contributions will be directed toward the improvement of the quality of education.)
- Health and Human Service Organizations: This area includes hospitals, medical programs, and programs that address chemical dependency treatment and prevention, spouse and child abuse, women's and children's aid, and transitional shelters.
- Youth Organizations: This area includes Boys & Girls Clubs, Camp Fire, Scouts, Junior Achievement, and similar groups.

Federated organizations such as United Way and American Red Cross are also supported.
To be considered for a grant, requests should meet at least two of the following criteria:
The organization or project has significant Burlington Northern Santa Fe (BNSF) employee participation; the organization or the services provided are in close proximity to a BNSF main line or BNSF is the only railroad or major corporation in the applicant's area of the state; the request is related to the railroad industry; or, the request is for direct programming or project support.

California Energy Commission: The Energy Partnership Program
Deadline: Continuous
Amount: $20,000 of a consultant's costs
Match: Any amount in excess of the $20,000 provided by CEC
http://www.energy.ca.gov/efficiency/partnership/index.html
The Energy Partnership Program can conduct an energy audit of existing facilities identify energy saving projects, including: Conduct energy audits and prepare feasibility studies; Review existing proposals and designs; Develop equipment performance specifications; Review equipment bid specifications; Assist with contractor selection; and Review commissioning plans. The Energy partnership also provides technical assistance early in the design phase of new facility construction, including: Provide design review consultation; Identify cost-effective, energy-saving measures; Compare different technologies; Review schematics and construction plans; Provide equipment specification consultation; Develop computer simulation models of your planned project; Help select experienced professionals with energy efficiency expertise; and Assist with system commissioning.

California Farmland Conservancy Program
Deadline: Continuous
Amount: Varies
Match: 5% of grant total
http://www.consrv.ca.gov/dlrp/cfcp/funding/Pages/request_grant_app.aspx
The Department of Conservation's California Farmland Conservancy Program provides grants to local governments and qualified nonprofit organizations for:

- voluntary acquisition of conservation easements on agricultural lands that are under pressure of being converted to non-agricultural uses;

- temporary purchase of agricultural lands that are under pressure of being converted to non-agricultural uses, as a phase in the process of placing an agricultural conservation easement;
- agricultural land conservation planning and policy projects; and,
- restoration of and improvements to agricultural land already under easement

California Infrastructure and Economic Development Bank (IBank): Infrastructure State Revolving Fund (ISRF) Program
Deadline: Continuous
Amount: $50,000 to $25 million or more (with IBank Board approval)
Financing Terms:
The interest rate benchmark is Thompson's Municipal Market Data Index. Staff may adjust the interest rate based upon factors that include: Unemployment, Medium Household Income, Environmental, and Other special circumstances. The IBank Board has final approval of the interest rate. Maximum 30 year term Open application process
Eligibility:
Any subdivision of a local or state government. Applicant may also be a company, corporation, association, partnership, firm, or other entity or group of entities organized as a public benefit not-for-profit entity engaged in business or operations within the state
http://ibank.ca.gov/infrastructure_loans.htm
The ISRF Program provides financing for public infrastructure projects such as: environmental mitigation; port facilities; power and communications transmission or distribution facilities; public transit; solid waste collection and disposal; defense conversion; as well as military infrastructure. A project must promote economic development and attracts, creates, and sustains long-term employment opportunities. Eligible uses include, but are not limited to, construction or modification of the following:

- educational, cultural, and social facilities;
- public infrastructure, purchase and install pollution control or noise abatement equipment;
- parks and recreation facilities;
- docks, harbors, piers, marinas;
- facilities for and/or transmission or distribution of electrical energy, natural gas, and telecommunication;
- air and rail transport of goods, including parking facilities;
- transfer stations, recycling centers, sanitary landfills, waste conversion and recycling facilities;
- facilities for successfully converting military bases;
- facilities on or near a military installation that enhance military operations acquire land in conjunction with such project

California Statewide Communities Development Authority: 501(c)(3) Nonprofit Bond Application
Deadline: Continuous
Amount: Varies. Financing is for low interest, tax-exempt bonds.
Eligibility: 501(c)(3) Nonprofits
http://cscda.org/Apply-Online/501(c)(3)-Nonprofit

Qualified nonprofit organizations can access low-cost, tax-exempt bonds to finance or refinance the acquisition, construction, installation, expansion or rehabilitation of land, buildings, and equipment. A 501(c)(3) nonprofit organization can finance projects at a lower interest rate than conventional financing because the interest paid to bondholders is exempt from federal (and in some instances state) income taxes.
Note: This funding opportunity is being listed on the Municipal Grant List so that cities can offer it to eligible organizations within their community.

California Statewide Communities Development Authority: Housing Bond Application
Deadline: Continuous
Amount: Varies. Financing is for low interest, tax-exempt bonds.
Eligibility: Nonprofit and For-profit developers
http://cscda.org/Apply-Online/Affordable-Housing
For-profit and nonprofit developers can access tax-exempt bonds for the financing of low-income multifamily and senior housing projects. The Bonds may be used to finance or refinance the acquisition and rehabilitation of an existing project or for the construction of a new project, provided the developer agrees to set aside all, or a portion, of the units in a project for individuals and families of very low, low or moderate income.
Note: This funding opportunity is being listed on the Municipal Grant List so that cities can offer it to eligible organizations within their community.

California Statewide Communities Development Authority: IDBs/Manufacturing Bond Program
Deadline: Continuous
Amount: Varies. Financing is for low interest, tax-exempt bonds.
Eligibility: Manufacturers
http://cscda.org/Apply-Online/IDB-Manufacturing
Eligible manufacturers can access cost-effective, tax-exempt bond proceeds to acquire, construct or rehabilitate manufacturing facilities that promote job creation and retention. Bond proceeds may also be used for the acquisition of new equipment.
Note: This funding opportunity is being listed on the Municipal Grant List so that cities can offer it to eligible organizations within their community.

California Statewide Communities Development Authority: Airport/Solid Waste/Exempt Facilities Bond Program
Deadline: Continuous
Amount: Varies. Financing is for low interest, tax-exempt bonds.
Eligibility: Companies
http://cscda.org/Apply-Online/Exempt-Facilities-Solid-Waste
This program offers companies seeking cost-effective, tax-exempt capital to finance the acquisition and rehabilitation, construction of, or the acquisition of new equipment for solid waste and exempt facilities.
Note: This funding opportunity is being listed on the Municipal Grant List so that cities can offer it to eligible organizations within their community.

California Statewide Communities Development Authority: Statewide Community Infrastructure Program (SCIP)
Deadline: Continuous
Amount: Varies. Financing is for low interest, tax-exempt bonds.
Eligibility: Public agencies
http://cscda.org/Apply-Online/Statewide-Community-Infrastructure-Program
In response to the increasing local agency staff time and budget pressures caused by new commercial, industrial or residential development, CSCDA offers the Statewide Community Infrastructure Program ("SCIP").

California Statewide Communities Development Authority: Taxable Bonds Program
Deadline: Continuous
Amount: Varies. Financing is for low interest, tax-exempt bonds.
Eligibility: Public and private entities
http://cscda.org/Apply-Online/Taxable-Bonds
This program offers public and private entities taxable bonds for projects that provide public benefit and economic development. Longer term taxable bonds can often provide cost savings and other efficiencies.
Note: This funding opportunity is being listed on the Municipal Grant List so that cities can offer it to eligible organizations within their community.

California Statewide Communities Development Authority: Total Road Improvement Program (TRIP)
Deadline: Continuous
Amount: Varies. Local governments leverage their State Motor Vehicle Fuel Tax to finance road improvement projects.
Eligibility: Local public agencies (cities and counties)
http://cscda.org/Public-Agency-Programs/Total-Road-Improvement-Programs-(TRIP)
CSCDA offers a pooled securitization program to assist local agencies in bonding against future payments to obtain funding for more projects today. As a pooled public offering, program participants will benefit from reduced issuance costs and better interest rates as compared to stand alone issues. The program does not require a pledge of the local agency's General Fund. The Gas Tax Accelerated Street Improvement Program will allow local governments to leverage their State Motor Vehicle Fuel Tax (the "Gas Excise Tax") to finance road improvement projects. The use of proceeds from the Gas Excise Tax, an 18-cent State excise tax collected on fuel sales, is restricted to the maintenance and construction of public streets and highways. The obligations will be secured solely by a pledge of Gas Excise Tax revenues of the participating agencies.

CalRecycle: Fiber, Plastic, and Glass Loan Program
Deadline: Loan program - Continuous
Amount: Loans up to $2,000,000
Financing Terms: Up to 15 years (when secured by RE) at a 4% fixed interest rate
Eligibility: Government entities: cities, counties, regional or local sanitation agencies, water agencies & JPAs.
http://www.calrecycle.ca.gov/Climate/GrantsLoans/Organics/FY201415/default.htm#Eligibility

The purpose of the CalRecycle Fiber, Plastic, and Glass Loan Program is to reduce fiber, plastic, or glass materials sent to landfills. Eligible uses of funding include construction, renovation or expansion of facilities in California that process: Recycled Fiber, Plastic, and Glass. The associated grant program is currently not available, however, CalRecycle is still operating the Fiber, Plastic, and Glass Loan Program for loans of up to $2,000,000 over a 15 year term (when secured by RE) at a 4% fixed interest rate.

CalRecycle: Organics Loan Program
Deadline: Loan program - Continuous
Amount: Loans up to $2,000,000
Financing Terms: Up to 15 years (when secured by RE) at a 4% fixed interest rate
Eligibility: Government entities: cities, counties, regional or local sanitation agencies, water agencies & JPAs.
http://www.calrecycle.ca.gov/Climate/GrantsLoans/Organics/FY201415/default.htm#Eligibility
The purpose of the CalRecycle Organics Loan Program is to reduce green materials, food materials, and/or Alternative Daily Cover sent to landfills. Eligible activities include construction, renovation or expansion of facilities in California that process: Compost, Anaerobic digestion or other related digestion or fermentation processes. The associated grant program is currently not available, however, CalRecycle is still operating the Organics Loan Program for loans of up to $2,000,000 over a 15 year term (when secured by RE) at a 4% fixed interest rate.

Economic Development Administration (EDA): FY2016 Public Works and Economic Adjustment Assistance Grant Programs
Deadline: Continuous until new solicitation published
Amount: $100,000 - $3,000,000
Match: 50% of project cost
Eligibility: Cities; Counties; 501(c)(3) nonprofits; Public and State controlled institutions of higher education; Native American tribal governments; Private institutions of higher education; Special district governments
http://www.eda.gov/funding-opportunities/
Under this FFO, EDA solicits applications from applicants in rural and urban areas to provide investments that support construction, non-construction, technical assistance, and revolving loan fund projects under EDA's Public Works and EAA programs. Grants and cooperative agreements made under these programs are designed to leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to advance economic prosperity in distressed communities. EDA provides strategic investments on a competitive- merit-basis to support economic development, foster job creation, and attract private investment in economically distressed areas of the United States.

FEMA: Fire Management Assistance Grant Program (FMAGP)
Deadline: Continuous
Amount: $500,000
Match: FMAGP provides a 75% Federal cost share and the State pays the remaining 25% for actual costs.
http://www.fema.gov/fire-management-assistance-grant-program

The Fire Management Assistance Grant Program (FMAGP) funds the mitigation, management, and control of fires on publicly or privately owned forests or grasslands, which threaten such destruction as would constitute a major disaster. The FMAGP declaration process is initiated when a State submits a request for assistance to the FEMA Regional Director at the time a "threat of major disaster" exists. The entire process is accomplished on an expedited basis and a FEMA decision is rendered in a matter of hours. Eligible firefighting costs may include expenses for field camps; equipment use, repair and replacement; tools, materials and supplies; and mobilization and demobilization activities.

Firefighters Charitable Foundation
Deadline: Continuous
Amount: Varies
Match: None
http://www.ffcf.org/
Assists fire and disaster victims; and supports Volunteer Fire Departments. Grants offered for the following needs/programs: AED (Automatic External Defibrillator); Fire Department Equipment Program; Community Smoke Detector Program; and the Juvenile Fire-setter Prevention and Intervention Program.

Fire Fighters Support Foundation, Inc.
Deadline: Quarterly
Amount: $5-10,000
Match: None
http://www.ffsupport.org/assistance.html
The Firefighters Support Foundation pro-actively makes contributions to funds established for the children of fallen firefighters. This financial support may be applied for by downloading, completing, and mailing an application on the foundation's website.

Fireman's Fund Heritage Program
Deadline: Continuous
Amount: Varies
Match: None
https://www.firemansfund.com/home/policyholders/about_us/supporting_firefighters/index.html
Fireman's Fund awards grants to fire departments and fire & burn prevention organizations to support firefighters for safer communities. These grants can be used to purchase needed equipment, firefighter training, and community education programs.

Leon S. Peters Foundation Grant
Deadline: Continuous
Amount: $1,000 - $50,000 (average award is $1,000)
Match: None
Eligibility: Nonprofit organizations in the Fresno, Ca.area
Contact Info(no website): Phone (559) 251-3002; Primary Contact; Mr. Samuel K. Peters, President; 6424 East Butler, Fresno, CA 93727
The Leon S. Peters Foundation supports nonprofit organizations in the Fresno, CA, area. The Foundation's areas of interest include: arts and culture; children and youth; Christian

organizations; civic affairs; health; higher education; and social services. Types of support include general operating and project support. Interested applicants should submit a written request that includes a description of the organization, the purpose for which funds are being requested, and the amount of the request. Applicants should also include a copy of the IRS letter confirming tax-exempt status.

San Joaquin Valley Air Pollution Control District (SJVAPCD): Charge Up Program
Deadline: Continuous until funding exhausted
Amount: $50,000 cap (see breakdown below)
Match: None
Eligibility: private entities, non-profit agencies, or a public agencies intending to install EV chargers for the purpose of public access charging.
Eligibility Note: Public agencies must be located within the boundaries of the SJVAPCD, which includes the counties of: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and the valley portion of Kern.
http://www.valleyair.org/grants/chargeup.htm
The purpose of this program is to fund the purchase and installation of new electric vehicle Level 2 chargers to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles. Grant amounts are provided as follows:

- $5000 per unit for Level 2 Single-Port Chargers
- $6,000 per unit for Level 2 Dual-Port Chargers

Funding amounts listed apply towards the charger, eligible installation costs, and necessary signage; they are not rebates nor intended for currently-installed charger units.
Publically accessible EV chargers must be available and opened to the public for a minimum of 30 hours per week during hours that would be reasonably used by the public. These chargers must be available for public use during times in which public parking is allowed at the site of the EV chargers.

San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Program New Alternative Fuel Vehicle Purchase Grant
Deadline: Continuous until funding exhausted; ASAP
Amount: $20,000 per vehicle (max); $100,000 per agency (max)
Match: Any vehicle costs in excess of the $20,000 reimbursement amount
Eligibility: Public agencies may apply and must be located within the boundaries of the SJVAPCD, which includes the counties of: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and the valley portion of Kern.
http://valleyair.org/grants/publicbenefit.htm
This component provides funding for the purchase of new alternative fueled vehicles (Electric, Plug-In Hybrid, CNG, LNG, LPG, etc.) Applications for this component are currently being accepted on a first-come, first-serve basis.

SG Foundation
Deadline: Continuous
Amount: $300 - $35,000
Match: None
Eligibility: Nonprofit organizations in Fresno, Kern, Kings, and northern Santa Barbara counties

http://sgfoundation.org/
The SG Foundation's purpose is to encourage and enable underserved or disadvantaged individuals and communities to partner together to help themselves. The Foundation supports nonprofit organizations in Fresno, Kern, Kings, or northern Santa Barbara counties in California. The Foundation also supports U.S. nonprofit organizations working in Central America, Dominican Republic, Mexico, and Haiti. Most of the grants awarded by the Foundation fall into one of the following categories:

- community development;
- agricultural development;
- adult literacy and youth education;
- village banking programs that promote entrepreneurial efforts;
- medical care;
- health and nutrition training;
- job training; and,
- clean water projects.
- The Foundation funds projects that:
- benefit individuals and communities at or below the poverty level;
- improve the quality of life through community development, education, medical help, jobs, agriculture, housing, and water;
- focus on long-term development, rather than one-time relief projects; and,
- have a Judeo-Christian influence on those served.

Sierra Pacific Foundation Grant
Deadline: Annually on February 28
Amount: $100 - $50,000
Match: None
Eligibility: Nonprofit organizations
http://www.spi-ind.com/spf_contributions.aspx
The Sierra Pacific Foundation supports a wide range of organizations that serve communities where Sierra Pacific Industries operates facilities, primarily in Northern California and Washington. Funding is provided for academic and community programs, particularly those that benefit children. Specific areas of interest include:

- K-12 and higher education;
- libraries;
- museums;
- civic affairs;
- arts and culture;
- parks and recreation;
- youth sports;
- health and social services; and,
- public safety, including drug and alcohol prevention.

Types of support include general operating and project support. Educational scholarships are also given to dependent children of company employees. Contribution request forms may be obtained from the nearest Sierra Pacific Industries office or by contacting the Foundation.

SCAQMD: On-Road Heavy-Duty Voucher Incentive Program (VIP)
Deadline: Continuous until funds are exhausted
Amount: Maximum of $45,000available per truck for replacements and up to $10,000for retrofits
Match: None
Eligibility: owners/operators with *fleets of 10 or fewer* vehicles that have been operating at least 75% (mileage-based) in California during the previous twenty four (24) months *in the SCAQMD service area.*
http://www.aqmd.gov/home/programs/business/business-detail?title=voucher-incentive-program
VIP reduces emissions by replacing old, high-polluting vehicles with newer, lower-emission vehicles, or by installing a retrofit device. The goal of this program is to reduce emissions from in-use heavy-duty trucks in small fleets by retrofitting Engine Model Years 2006 and older or by replacing Engine Model Years 2006 and older with Model Years 2007 (or newer) emissions compliant models. The VIP is implemented by SCAQMD through contractual agreements with Dealers, Dismantlers, and Retrofit Installers. The Dealers/Retrofit Installers will apply to the SCAQMD for the vouchers on behalf of the applicant. If approved, the voucher amount will be deducted from the total purchase price of the truck or retrofit device by the Dealer or Retrofit Installer, respectively. Applicants interested in replacing their truck must purchase their replacement truck through an SCAQMD-approved VIP Participating Dealership that has completed the required training for the VIP. Similarly, applicants interested in retrofitting their truck must purchase their retrofit device through an SCAQMD-approved VIP Participating Retrofit Installer who has completed the required training for the VIP. A current list of SCAQMD approved Dealerships and Retrofit Installers is included below. Additional updates to these lists will be posted on our webpage as they become available.

State Water Resources Control Board: CAA Interim Emergency Drinking Water
Deadline: Continuous
Amount: Varies ($4 Million allocated for program)
Match: None
http://www.waterboards.ca.gov/drinking_water/programs/index.shtml
The State Water Resources Control Board (State Water Board) has approved $4 million in funding from the Cleanup and Abatement Account (CAA) to provide interim replacement drinking water for economically disadvantaged communities with contaminated water supplies. In an effort to distribute funds as quickly and efficiently as possible, the State Water Board will coordinate with the Regional Water Quality Control Boards, the California Department of Public Health (CDPH) district offices, the Office of Emergency Services, and other stakeholders (e.g. environmental justice groups, community assistance groups, etc.) to identify those disadvantaged communities that are most at-risk and would benefit from financial assistance. ELIGIBILITY NOTE: Pubic Agencies, Not-for-Profit Water Districts, Not-for-Profit Organizations, Tribal Governments are eligible to apply

State Water Resources Control Board: Clean Water State Revolving Fund (CWSRF) Program
Deadline: Continuous
Amount/Financing: No maximum funding or disbursement limits. Financing Term up to 30 years or the useful life of the project. Interest Rate is ½ the most recent General Obligation (GO) Bond Rate at time of funding approval.

Eligibility: Any city, town, district, or other public body created under state law, including state agencies
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/
The Clean Water State Revolving Fund (CWSRF) program offers low cost financing for a wide variety of water quality projects. The program has significant financial assets, and is capable of financing projects from <$1 million to >$100 million. Eligible projects include, but are not limited to:

1. Construction of publicly-owned treatment facilities: Wastewater treatment; Local sewers; Sewer interceptors; Water reclamation and distribution; Stormwater treatment; Combined sewers; Landfill leachate treatment
2. Implementation of nonpoint source (NPS) projects to address pollution associated with: Agriculture; Forestry; Urban Areas; Marinas; Hydromodification; Wetlands
3. Development and implementation of estuary comprehensive conservation and management plans for: San Francisco Bay; Morro Bay; Santa Monica Bay

State Water Resources Control Board: Clean Water State Revolving Fund (CWSRF) Green Project Reserve Program
Deadline: Applications accepted on a continuous basis
Amount: $2.5 Million maximum; $30 million allocated to entire program
Match: None
Eligibility: Municipalities
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/
Effective with the Clean Water State Revolving Fund's (CWSRF) 2015 Capitalization Grant from U.S. EPA, the State Water Resources Control Board has $30 million available to provide CWSRF loan (principal) forgiveness to projects that address water or energy efficiency, mitigate storm water runoff, or encourage sustainable project planning, design, and construction. There are four categories of green projects: green infrastructure, water efficiency, energy efficiency, and environmentally innovative activities.

State Water Resources Control Board: Drinking Water State Revolving Fund (DWSRF) Program
Deadline: Continuous
Amount/Financing: No maximum disbursement limit. Interest rates average 2-3% and 20 year loan. Public water systems that serve small, disadvantaged communities may be eligible for 0% and 30 year loan.
Eligibility: Community water systems and non-profit, non-community water systems.
http://www.waterboards.ca.gov/drinking_water/services/funding/SRF.shtml
On October 21, 2014, the State Water Resources Control Board (State Water Board) adopted the *Policy for Implementing the Drinking Water State Revolving Fund* (DWSRF Policy) effective January 1, 2015. The purpose of the DWSRF is to provide financial assistance for the planning/design and construction of drinking water infrastructure projects that are needed to achieve or maintain compliance with federal and state drinking water statutes and regulations. Funding for the DWSRF comes from federal grants, state sources, and loan repayment. Applications are offered for the following two categories:

1. Construction Financing - These funds are for applicants with complete final plans, specifications, and environmental documentation.

2. Planning/Design Financing - These funds are for applicants who do not have final plans, specifications, and environmental documentation.

State Water Resources Control Board: Proposition 1 Small Community Wastewater Program
Deadline: Continuous
Amount/Financing: $260 Million allocated to program. Like CWSRF (see above) there is no maximum funding or disbursement limits. Financing Term up to 30 years or the useful life of the project. Interest Rate is ½ the most recent General Obligation (GO) Bond Rate at time of funding approval.
Eligibility: Most cities, towns, districts, or other public bodies created under state law, including state agencies
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/small_community_wastewater_grant/projects.shtml
Section 79723 of Prop 1 allocates $260 million to the Clean Water State Revolving Fund (CWSRF) Small Community Grant (SCG) Fund. The State Water Board has an annual SCG appropriation of $8 million dollars, which is administered consistent with the CWSRF Intended Use Plan (IUP), and the CWSRF Policy. The Prop 1 funds will supplement existing SCG authority. Eligible projects are similar to the CWSRF program and include, but are not limited to:

1. Construction of publicly-owned treatment facilities: Wastewater treatment; Local sewers; Sewer interceptors; Water reclamation and distribution; Stormwater treatment; Combined sewers; Landfill leachate treatment
2. Implementation of nonpoint source (NPS) projects to address pollution associated with: Agriculture; Forestry; Urban Areas; Marinas; Hydromodification; Wetlands

State Water Resources Control Board: Safe Drinking Water State Revolving Fund (SDWSRF)
Deadline: Pre-application, requires annual invitation
Amount: $ 500,000-$5,000,000
Match: 20% of eligible project costs
http://www.waterboards.ca.gov/drinking_water/services/funding/SRF.shtml
This program provides support to engage in the demonstration of innovative technologies, methods, practices, and techniques in three areas: operational safety, infrastructure or equipment resiliency, and all-hazards emergency response and recovery methods.

Stuart Foundation Grant Funding
Deadline: Continuous (LOIs may be submitted at any time)
Amount: Varies. The amount requested from the Foundation should be proportionate to your organizational budget, project budget, and expected income from other sources
Match: None
Eligibility: school districts, universities, and government entities such as city or county agencies in California
http://www.stuartfoundation.org/BecomeOurPartner
The Stuart Foundation is dedicated to transforming the public education and child welfare systems in California and Washington so that all youth can learn and achieve in school and life.

The Foundation supports nonprofit organizations that address the following priorities: The Education Systems category invests in coordinated programs, partnerships, and research and policy analysis that help students to learn and achieve in school by developing effective education systems. The Vulnerable Youth in Child Welfare category partners with child welfare agencies to help children and youth in foster care to realize positive outcomes in the following focus areas: safety, permanency, well-being, education opportunities, and youth, family, and community engagement. Letters of inquiry may be submitted at any time; the Foundation will take up to 60 days to respond to an LOI.

The Kresge Foundation: Human Services Program
Deadline: Continuous
Amount: Varies.
Match: None
Eligibility: government agencies and 501(c)(3) nonprofit organizations
http://kresge.org/programs/human-services/advancing-effectiveness-human-serving-organizations
The Kresge Foundation works to improve the life circumstances of poor and low-income children and adults and those living in underserved communities. Through the Human Services Program, the Foundation seeks to expand access and opportunity for individuals and families who are vulnerable and low-income by strengthening human services organizations and promoting new responses to challenges in the sector. One of the program's focus areas, "Advancing the effectiveness of human-serving organizations," provides grants to enhance the ability of high-performing organizations to innovate and effectively support individuals and families on the path to self-sufficient, self-determined lives. Preference is given to nonprofit organizations and government entities that employ integrated, innovative, culturally responsive approaches to change the circumstances of people outside the economic mainstream. Preliminary inquiries may be submitted throughout the year. Visit the Foundation's website for more information.

Union Pacific Foundation Community-Based Grant Program
Deadline: Preliminary applications: August 14, annually; Final applications: August 15, annually
Amount: $10,000
Match: None
Eligibility: Nonprofit organizations and local municipalities in communities served by the Union Pacific Railroad
http://www.up.com/found/index.shtml
The Union Pacific Foundation's mission is to improve the quality of life in the communities served by Union Pacific, primarily in the Midwestern and western United States. (A map of Union Pacific's service area is available on the UP website.)The Foundation's Community-Based Grant Program provides support in the following areas:

- Community and Civic: The goal is to assist community-based organizations and related activities that improve and enrich the general quality of life. This category includes organizations such as aquariums, botanical gardens, children's museums, history/science museums, public libraries, public television and radio, and zoos.

- Health and Human Services: The goal is to assist organizations dedicated to improving the level of healthcare and providing human services in the community. Local affiliates of national health organizations may apply for local programs only, but not for general operating support.

The Foundation has a strong interest in promoting organizational effectiveness among nonprofits. To that end, the Foundation will dedicate the majority of these grants to help nonprofit organizations build their capacity, increase their impact, and operate more efficiently and effectively.

USDA Rural Development: Community Facilities Grants & Loans
Deadline: Continuous
Amount: Varies by population & income (typically no larger than $30,000)
Match: Varies by population & income (60% - 80%)
http://www.rurdev.usda.gov/CA-CFPrograms.html
Community Facilities Programs provides grants to assist in the development of essential community facilities in rural areas and towns of up to 20,000 in population. Grants are authorized on a graduated scale. Applicants located in small communities with low populations and low incomes will receive a higher percentage of grants. Grants are available to public entities such as municipalities, counties, parishes, boroughs, and special-purpose districts, as well as non-profit corporations and tribal governments.

USDA Rural Development: Water & Waste Disposal Grant/Loan Program
Deadline: Continuous
Amount/Financing: Grant amount varies. Loan has up to 40-year payback period, on a fixed interest rate of 3.125% or lower.
Eligibility: state and local government entities, private nonprofits, federally-recognized tribes in rural areas with fewer than 10,000 people.
http://www.rd.usda.gov/programs-services/water-waste-disposal-loan-grant-program/ca
This program provides long-term low interest loans for clean and reliable drinking water systems, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage to households and businesses in eligible rural areas. Funds may be used to finance the acquisition, construction or improvement of: Drinking water sourcing, treatment, storage and distribution; Sewer collection, transmission, treatment and disposal; Solid waste collection, disposal and closure; and Storm water collection, transmission and disposal. In some cases, funding may also be available for related activities such as: Legal and engineering fees; Land acquisition, water and land rights, permits and equipment; Start-up operations and maintenance; Interest incurred during construction; Purchase of existing facilities to improve service or prevent loss of service; and Other costs determined to be necessary for completion of the project.

Wells Fargo Charitable Contributions Program
Deadline: January 3 - September 30, annually
Amount: Varies; typically around $50,000
Match: None
Eligibility: Nonprofit organizations
http://www.wellsfargo.com/about/charitable/index.jhtml

The Wells Fargo Charitable Contributions Program supports nonprofit organizations that address vital community needs and issues in the communities served by the bank.
Guidelines for charitable contributions vary from state to state. However, Wells Fargo generally supports the following areas of interest:

- community development, including affordable housing and homebuyer education, workforce development, financial literacy, and economic development;
- education, including higher education and K-12 education;
- human services, including childcare, healthcare, and basic needs;
- the environment, including green economy and clean technologies, natural resources, and endangered species; and,
- arts and culture, including performing arts and museums; and,
- civic engagement.

Wells Fargo prefers to fund outcome-driven programs versus unrestricted sponsorships and events for nonprofits.

Whole Foods Market Community Giving Program
Deadline: Continuous
Amount: Varies.
Match: None
Eligibility: Nonprofits and educational organizations in communities with company stores.
http://www.wholefoodsmarket.com/mission-values/caring-communities/community-giving
The Whole Foods Market Community Giving Program supports local nonprofit and educational organizations that are important to each community in the U.S. where stores are located. Several times each year, Whole Foods Market stores hold community giving days (otherwise known as "5% Days") where five percent of that day's net sales are donated to a local nonprofit or educational organization. The groups that benefit from these 5% Days are as varied as the communities themselves. Each year Whole Foods Market gives a minimum of 5% of its net profits to nonprofit and educational organizations in the locations where the company has stores. Examples of the types of organizations supported include:

- Education: school support organizations, after-school organizations, etc.;
- Community and culture: arts organizations, museums, parks, etc.;
- Human interest: elder care, children and youth, homeless assistance, etc.; and,
- Environmental issues: organic food and farming, natural wildlife protection, green living, etc.

Along with cash donations, Whole Foods Market donates food and other products to area food banks and shelters. Organizations interested in applying for support should contact the Marketing Director at their local store or complete the donation request form available on the company's website.

UPCOMING GRANTS

California Energy Commission: Water Energy Technology (WET) Program Grants for Commercial, Residential, Industrial and Renewable Power Desalination
Release: Launch suspended until funding is available
Deadline: TBD
Amount: Varies. $16 million allocated for entire program.
Eligibility: Public Agencies
http://www.energy.ca.gov/wet/
In response to California's drought, Governor Brown's Executive Order B-29-15 outlines bold steps to save water, increase enforcement of water use standards, streamline the state's drought response, and invest in new water energy technologies. To accelerate the deployment of innovative water and energy saving technologies and reduce greenhouse gas emissions, the California Energy Commission, jointly with the Department of Water Resources, and the State Water Resources Control Board, will implement a Water Energy Technology (WET) program to provide funding for innovative technologies that meet the following criteria, contingent on legislative approval of funding:

- Display significant water savings, energy savings, and greenhouse gas emission reductions
- Demonstrate actual operation beyond the research and development stage.
- Document readiness for rapid, large-scale deployment (but not yet widely deployed) in California.
- Technology must be commercially available.
- Funds must be used in existing facilities.

Department of Water Resources (DWR): 2016 Water Energy Grant Program
Release: TBD (Draft guidance currently available)
Deadline: TBD
Amount: $19 Million allocated for entire program
Match: None required.
Eligibility: local agencies, joint powers authorities, and nonprofit organizations
http://www.water.ca.gov/waterenergygrant/index.cfm
The Water-Energy Grant Program provides funds to implement water efficiency programs or projects that reduce greenhouse gas emissions, and reduce water and energy use. DWR is proposing to focus the 2016 solicitation on these eligible programs/projects: Commercial Water Efficiency or Institutional Water Efficiency Programs. Projects that reduce greenhouse gas, reduce water and reduce energy use. Only projects with water conservation measures that also save energy.

PetSmart Charities: Free-Roaming Cat Spay/Neuter Program
Release: TBD (Grant on hold due to foundation restructuring)
Deadline: Continuous until funding exhausted
Amount: Up to $200,000
Match: None
http://www.petsmartcharities.org/pro/grants

The Free-Roaming Cat Spay/Neuter Program is intended to provide funding and mentoring for high-impact trap-neuter-return projects. The goal is to stabilize and ultimately reduce the free-roaming cat population within a specific geographic area. Target areas may include all or part of a county, city, township, ZIP code, census tract, neighborhood, mobile home park, or other location.

Proposition 1 Funding Schedule

Proposition 1 authorized $7.545 billion in general obligation bonds for water projects including surface and groundwater storage, ecosystem and watershed protection and restoration, and drinking water protection. The State Water Resources Control Board (State Water Board), Department of Water Resources, and other state agencies will administer Proposition 1 funds. Below is a listing of Proposition 1 funding opportunities that are currently available and upcoming.

Agency / Funding Program	Description	Funding Amount	Match	Eligibility	Deadline	Link
SWRCB: Prop 1 Drinking Water State Revolving Fund	Chapter 5, Section 79724(a) of Proposition 1 allocates $260 million for drinking water grants and loans for public water system infrastructure improvements and related actions to meet safe drinking water standards ensure affordable drinking water, or both. These funds will be administered consistent with the DWSRF Intended Use Plan (DWSRF IUP) and the DWSRF Policy. The purpose of the DWSRF is to provide financial assistance for the planning/design and construction of drinking water infrastructure projects that are needed to achieve or maintain compliance with federal and state drinking water statutes and regulations. Funding for the DWSRF comes from federal grants, state sources, and loan repayment. Applications are offered for the following two categories: – **Construction Financing** - These funds are for applicants with complete final plans, specifications, and environmental documentation. – **Planning/Design Financing** - These funds are for applicants who do not have final plans, specifications, and environmental documentation.	$260 Million in program No maximum disbursement limit.	Interest rates average 2-3% and 20 year loan. Public water systems that serve small, disadvantaged communities may be eligible for 0% and 30 year loan.	Community water systems and non-profit, non-community water systems	**Continuous**	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/dwsrf/scoping_workshops.shtml

SWRCB: Small Community Wastewater Program	Section 79723 of Prop 1 allocates $260 million to the Clean Water State Revolving Fund (CWSRF) Small Community Grant (SCG) Fund. The State Water Board has an annual SCG appropriation of $8 million dollars, which is administered consistent with the CWSRF Intended Use Plan (IUP), and the CWSRF Policy. The Prop 1 funds will supplement existing SCG authority. Administering these funds as a part of the CWSRF Program allows grant funds to be easily leveraged with low-interest financing available through the CWSRF Program. Eligible projects include, but are not limited to: Construction of publicly-owned treatment facilities: Wastewater treatment; Local sewers; Sewer interceptors; Water reclamation and distribution; Stormwater treatment; Combined sewers; Landfill leachate treatment	$260 million in program No maximum funding or disbursement limits.	Financing Term up to 30 years or the useful life of the project. Interest Rate is ½ the most recent General Obligation (GO) Bond Rate.	Most cities, towns, districts, or other public bodies created under state law, including state agencies	**Continuous**	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/small_community_wastewater_grant/projects.shtml
SWRCB: Water Recycling Fund	The purpose of the WRFP is to promote water recycling by providing technical and financial assistance to local agencies and other stakeholders in support of water recycling projects and research. Grant programs include: – **Planning Grants:** The purpose of the planning grant is to assist agencies or regions with completing feasibility studies for water recycling projects using treated municipal wastewater and/or treated groundwater from sources contaminated by human activities. Only local public agencies are eligible to apply for planning grants. – **Construction Grants:** The Water Recycling Funding Program provides grants and financing to eligible applicants for the	$75,000 (Planning Grants) $15-$20 Million (Construction Grants)	50% (Planning Grants) 35% (Construction Grants)	local public agencies	**Continuous to December 2030**	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/index.shtml

	construction of water recycling facilities. Construction projects may be funded with grants and low interest financing from a state bond, a CWSRF financing agreement, or combinations of funding sources. Eligible applicants are local public agencies, nonprofit organizations, public utilities, state & federal recognized Indian tribes, and mutual water companies.					
Upcoming Solicitations						
DWR: IRWM Disadvantaged Community Involvement Program	Water Code §79745 directs not less than $51 million, for the purpose of ensuring the involvement of disadvantaged communities (DAC), economically distressed areas (EDA), and underrepresented communities within regions. These funds will be awarded on non-competitive basis or direct expenditures.	$51 Million	50% of the total proposal costs	disadvantaged communities (DAC), economically distressed areas (EDA), and under-represented communities within IRWM regions	**Guidelines released: April 2016** **Deadline TBD**	http://www.water.ca.gov/irwm/grants/p1_guidelines.cfm
DWR: IRWM Planning Grant Program	Up to $5 million will be awarded through a competitive process, to support the development of new IRWM Plans or to update or improve existing IRWM Plans.	$5 Million	50% of the total proposal costs	Public agencies; Non-profit organizations; Public utilities; Federally recognized Indian tribes; State Indian tribes; Mutual water companies	**Guidelines released: April 2016** **Deadline TBD**	http://www.water.ca.gov/irwm/grants/p1_guidelines.cfm
DWR: IRWM Implementation Grant Program	Approximately $418 million, will be awarded for Implementation programs and projects, of which not less than $51 million will be allocated to projects that directly benefit DACs (Water	$418 million	50% of the total proposal costs	Public agencies; Non-profit organizations; Public utilities; Federally	**Guidelines released: April 2016**	http://www.water.ca.gov/irwm/grants/p1_guidelines.cfm

	Code §79742(d)). These funds may be awarded on a competitive or non-competitive basis.			recognized Indian tribes; State Indian tribes; Mutual water companies	**Deadline TBD**	
SWRCB: Prop 1 Groundwater Sustainability Program	The State Water Board will administer $800 million to prevent and cleanup contamination of groundwater that serves (or has served) as a source of drinking water. The funds can be provided as grants or loans. Program priorities are: – Threat posed by groundwater contamination to drinking water supply – Potential for groundwater contamination to spread/impair – Potential of project to enhance local water supply reliability – Potential of project to recharge vulnerable, high-use basins – Projects with no viable responsible party(ies)	$800 million for total program Funding mechanisms are grants and loans	Match amount TBD	Public Agencies, Tribes, Public Utilities, Non-Profits, Mutual Water Companies	**First Round Solicitation/ Review – Fall 2016/17**	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/gw_funding/

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents the City, and the City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of the Consultant or any of the Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. The Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to the Consultant's agents and employees. Consultant warrants and represents that the City will

not be responsible and will not be held liable for issues related to the Consultant's status as an independent contractor, including Consultant's failure to comply with the Consultant's duties, obligations, and responsibilities under the Affordable Care Act. Consultant agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to the Consultant's obligations under the Affordable Care Act.

2. Standard of Performance and City Responsibilities

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A,** or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The Department of Finance and Administration shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

Due to the specific nature of the services being provided by the Consultant, the Consultant does not represent nor warrant specific outcomes or results from Consultant's efforts on behalf of City.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of the Consultant's negligence.

Except for liability arising from the gross negligence of Consultant, its employees, contractors, subcontractors or agents, liability of Consultant to City with regard to all work and services performed or provided by Consultant for City under this Agreement, including but not limited to any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement, shall be limited to the total fee actually paid by City to Consultant under the applicable Proposed Scope of Work. Under no circumstances shall Consultant have any liability to City in excess of the amount of such fees or compensation, unless such liability arises out of the gross negligence of Consultant, its employees, contractors, subcontractors or agents. City acknowledges and agrees that but for the above limitation of liability, Consultant would not be able to provide the services for City under this Agreement for the prices applicable to the Agreement, and that this limitation of liability is reasonable.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) If required by California law, 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;

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. The provisions of this paragraph shall not apply to computerized claim forms and other proprietary software and materials (the "Consultant Proprietary Materials"), which are solely owned by Consultant. Such Consultant Proprietary Materials shall be clearly marked, designated or labeled by Consultant, and City agrees not to use or distribute any such Consultant Proprietary Materials without written permission of Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the

recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination. Notwithstanding any other provision, this Agreement may be duly terminated at any time by the City at its sole discretion with or without cause. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services and upon payment for services, turn over to City the product of the services in accordance with written instructions of City. Consultant may also at any time suspend, terminate or abandon this agreement by providing written notice of such to the City at least seven (7) days in advance of the effective date of termination of this agreement. Consultant shall be compensated to actual costs that were incurred and work performed as of the effective date of such notice.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination

shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach

of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Raul Godinez II, Director of Public Works/City Engineer
Elias Saikaly, Senior Public Works Manager

SUBJECT: Fund Appropriation for the Sidewalk Improvement Project
Project No. 4011.68.022

Recommendation:

Staff recommends that the City Council adopt the following resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING THE CITY MANAGER TO APPROPRIATE $45,000 FROM THE UNAPPROPRIATED TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3 FUNDS TO THE SIDEWALK IMPROVEMENT PROJECT, PROJECT NO. 4011.68.022 AND APPROVING CONTRACT CHANGE ORDER NO. 1, IN AN AMOUNT NOT TO EXCEED $45,000 BETWEEN THE CITY AND KALBAN INC.; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT CHANGE ORDER".

Background:

Every year, the City receives funds from the Los Angeles Metropolitan Transportation Authority (MTA), through the Transportation Development Act (TDA) to fund the planning and construction of bicycle and pedestrian facilities. For the last three fiscal years, these funds have been carried over from FY 12-13, 13-14, 14-15 to this fiscal year to provide improvements on sidewalks throughout the City.

The Sidewalk Improvement project is listed in the FY 2015-16 Capital Improvement Program. The Notice of Informally Inviting Bids for the project was advertised on April 7, 2016 in the Lynwood Press Wave, Bid America, Dodge Data and on the City's web site. The informal bids were received in the office of the City Clerk on Monday April 25, 2016 at 5:00 P.M. (Pacific Time).

AGENDA ITEM 14

Discussion & Analysis:

On April 25, 2016, the City awarded a construction contract to the apparent low bidder, Kalban Inc. for its base bid price of $148,281, through the informal bidding process for the Sidewalk Improvement Project, Project No. 4011.68.022.

This project encompasses the replacement of uplifted and broken concrete sidewalks and any incidentals such as drive approaches, and some tree removal which are causing damage to the sidewalk.

Kalban Inc. has performed well, and there are many more sidewalk locations in need of repair.

Staff is requesting a transfer of funds from TDA Article 3 funds to sidewalk improvement project in the amount of $45,000. MTA has approved City's request for funds up to $45,000 to be used for the sidewalk replacement.

Per Lynwood Municipal Code section 6-3.15 "Change Order", any amount that exceeds 25 percent of contract price or $50,000, whichever is less, requires City Council approval. Since the cost of the additional improvements are in the amount of $45,000 which exceeds the 25% of the original contract price, staff is recommending approval of the proposed contract change order, in an amount not to exceed $45,000.

Fiscal Impact:

An additional $45,000 is being recommended to be appropriated from the Transportation Development Act (TDA) Fund to the Sidewalk Improvement project, Project No. 4011.68.022.

Coordinated With:

Finance & Administration
Recreation and Community Services
City Attorney

RESOLUTION._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING THE CITY MANAGER TO APPROPRIATE $45,000 FROM THE UNAPPROPRIATED TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3 FUNDS TO THE SIDEWALK IMPROVEMENT PROJECT, PROJECT NO. 4011.68.022 AND APPROVING CONTRACT CHANGE ORDER NO. 1, IN AN AMOUNT NOT TO EXCEED $45,000 BETWEEN THE CITY AND KALBAN INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT CHANGE ORDER

WHEREAS, the Transportation Development Act, (TDA) Article 3, provides that 2% of each county's total local Transportation Fund be annually set aside and used to fund the development of pedestrian and bicycle facilities; and

WHEREAS, the Transportation Development Act (TDA) funds allocation of the City of Lynwood for FY 2016-17 is $45,000; and

WHEREAS, staff has identified various locations citywide where reconstruction of sidewalk is needed; and

WHEREAS, the Lynwood City Council desires to continue providing safe pedestrian facilities to its residents; and

WHEREAS, on April 25, 2016, the City awarded a construction contract to the apparent low bidder, Kalban Inc. for its base bid price of $148,281, through informal bidding process for the Sidewalk Improvement Project, Project No. 4011.68.022; and

WHEREAS, per Lynwood Municipal Code section 6-3.15 "Change Order", any amount that exceeds 25 percent of the contract price or $50,000, whichever is less, requires City Council approval; and

WHEREAS, the cost of the additional sidewalk improvements are in the amount of $45,000 which exceeds the change order provisions of the LMC, staff is recommending approval of the proposed contract change order, in an amount not to exceed $45,000; and

WHEREAS, MTA has approved a transfer of funds from TDA Article funds to the sidewalk improvement project in the amount of $45,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. That the City Manager or his designee is hereby authorized to make the following funds transfer and appropriations:

FROM	TO
Unappropriated TDA Funds FY 2016-17 $45,000	Sidewalk Improvement Project Project No. 4011.68.022 $45,000

Section 2. That the City Council hereby approves contract change order No. 1 in the amount not to exceed $45,000 to Kalban Inc., and authorizes the Mayor to execute the contract change order.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

Edwin E. Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

Raul Godinez II, P.E.
Director of Public Works /City Engineer

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, _____, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and forgoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, _____

_____
City Clerk, City of Lynwood

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Approval of a Conceptual Design, Fund Appropriation and Contract Amendment for the Carlin Avenue and Olanda Street, Street Improvement Project, Project No. 4011.68.017

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE CONCEPTUAL DESIGN FOR THE CARLIN AVENUE AND OLANDA STREET AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $90,000 FROM THE UNAPPROPRIATED PROP. C FUND TO CARLIN AVENUE AND OLANDA STREET, STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017 AND TO AMEND THE CONTRAC T WITH INFRASTRUCTURE ENGINEERS IN THE AMOUNT OF $21,619.00 TO COVER THE DESIGN COST OF THE INTERSECTION."

Background:

On January 6, 2015 the City Council selected Infrastructure Engineers for the design of Linden Street, Virginia Avenue, Walnut Ave, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue and Los Flores Boulevard.

Public Works staff received several complaints from residents regarding unsafe driving behaviors at the intersection of Carlin Avenue and Olanda Street. When vehicles are traveling eastbound on Olanda Street and attempting to make a left turn to head Northwest on Carlin Avenue, drivers tend to drive through the middle of the lane of the opposing traffic. Another complaint that was raised, is that vehicles are driving recklessly (doing "donuts") at this intersection.

AGENDA ITEM 15

As a result, engineering staff requested from Infrastructure Engineers, the Engineer of record, for proposed improvement of the intersection of Olanda Street at Carlin Avenue, to develop a design concept to solve these traffic problems.

On June 30, 2016, staff provided the Design Concept to the Public Safety, Traffic and Parking Commission Members. The committee discussed and approved this design concept as a recommendation to the City Council for their review and approval.

Discussion & Analysis:

In response to residents' request, staff inspected this intersection and witnessed some reckless driving including driving in the opposite direction of traffic onto Carlin Avenue and onto Olanda Street.

Proposed Concept Design

Staff is recommending a design concept that will enhance the safety of this intersection. Since Carlin Avenue is a very wide street, Staff is proposing to add a raised median island on Carlin Avenue that is 24' wide and a narrow raised median on Olanda Avenue that will force traffic to make proper left hand turn from Olanda Street onto Carlin Avenue westbound. This will prevent left-turning traffic from traveling in a path that leads to on-coming traffic on Carlin Avenue. The added median islands will prevent reckless driving at this intersection and make it safer for pedestrians to use the crosswalks.

In this concept, staff will narrow the entrance to the alley South of Carlin Avenue to 20 feet, and through future Council Resolution, staff will propose vacation of a portion of the Carlin Avenue right-of-way (RW) nearest the alley to the adjacent homes. Carlin Avenue South of Olanda Street has been partially vacated in the past by the City of Compton to a 20' wide alley. By vacating south of Carlin Avenue, the traffic flow will enjoy a smooth transition into the alley created by the City of Compton.

Timeline

To proceed with the Schematic Design Phase, staff recommends that the City Council approve the Conceptual Design attached hereto as Exhibit A, and the proposed amendment to the contract for Infrastruture Engineers, for the design and Right-of-Way (ROW) work

Upon approval, the Engineering Division will direct the consultant to proceed with the design and ROW work, in support of the design concept for the residents of Carlin Avenue and Olanda Street.

Fiscal Impact:

The budget for the proposed concept design for the Carlin Avenue and Olanda Street, Street Modification Project requires allocation of $75,000 for design and construction. Staff contacted MTA for fund allocation as this project qualifies for Proposition C funding. As of this writing, we have received their verbal approval and we are awaiting their written approval.

Coordinated With:

Finance & Administration
City Attorney

RESOLUTION._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE CONCEPTUAL DESIGN FOR THE CARLIN AVENUE AND OLANDA STREET AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $90,000 FROM THE UNAPPROPRIATED PROP. C FUND TO CARLIN AVENUE AND OLANDA STREET, STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017 AND TO AMEND THE CONTRAC T WITH INFRASTRUCTURE ENGINEERS IN THE AMOUNT OF $21,619.00 TO COVER THE DESIGN COST OF THE INTERSECTION

WHEREAS, Public Works staff received several complaints from residents regarding unsafe driving behaviors at the intersection of Carlin Avenue and Olanda Street; and

WHEREAS, staff is recommending a design concept that will enhance the safety of this intersection; and

WHEREAS, on June 30, 2016, staff provided the Design Concept to the Public Safety, Traffic and Parking Commission Members; where the committee discussed and approved the design concept as a recommendation to the City Council for their review and approval; and

WHEREAS, staff contacted MTA for fund allocation in the amount of $75,000 for design and construction, as this project qualifies for Proposition C funding; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. That the City Council approves the conceptual design for the Carlin Avenue and Olanda Street, Street Improvement Project, attached hereto as Exhibit A and authorizes staff to proceed with the next phase of the Project.

Section 2. That The City Council of the City of Lynwood authorizes the City Manager to appropriate $75,000 from the unappropriated Prop. C fund to Carlin Avenue and Olanda Street, Street Improvement Project, Project No. 4011.68.017.

FROM	**TO**
Unappropriated Prop C Funds	Carlin Ave. and Olanda St., Street Modification Project, Project No. 4011.68.017
$90,000	$90,000

Section 3. That the Mayor is authorized to execute the contract amendment between the City of Lynwood and Infrastructure Engineers in a form approved by the City Attorney

Section 4. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

Edwin E. Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

Raul Godinez II, P.E.
Director of Public Works/City Engineer

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, _____, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and forgoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, _____

_____
City Clerk, City of Lynwood

CONTRACT AMENDMENT
TO
ENGINEERING DESIGN SERVICES AGREEMENT
WITH INFRASTRUCTURE ENGINEERS

WHEREAS, On January 6, 2015 the City Council selected Infrastructure Engineers for the design of Linden Street, Virginia Avenue, Walnut Ave, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue and Los Flores Boulevard in the amount of $265,000; and

WHEREAS, the City of Lynwood, herein after called "City", and Infrastructure Engineers, herein after called "Contractor", have agreed to enter into a contract amendment, ("Amendment") for the Conceptual Design and RW work of Carlin Avenue and Olanda Street; and

WHEREAS, this contract amendment revises the contract terms and adjusted service compensation; and

WHEREAS, the Consultant is willing to continue service to the City; and

NOW, THEREFORE in consideration of mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. The term of this Agreement, as amended, shall continue in full force and effect commencing on **July 19, 2016,** and expiring on **September 20, 2016,** (termination date).

2. The highlights of this Amendment are listed below, and as further detailed in the Scope of Services, incorporated into and made part of this Amendment:

    a. Design of Olanda Street at Carlin Avenue as an integral part of Virginia Avenue and Olanda Street, Street Improvement Project, Project No. 4011.67.006

3. **All other terms and conditions of said Agreement dated January 6 2015 shall remain unchanged.**

IN WITNESS WHEREOF, the parties hereto have executed this first amendment to the Services Agreement this 19th day of July, 2016.

CITY OF LYNWOOD

By: _____ _____ _____ _____

Edwin Hernandez Date J. Arnoldo Beltrán Date
Mayor City Manager

ATTEST:

By: _____

Maria Quiñones City Clerk

APPROVED AS TO FORM:

By: _____

David A. Garcia
City Attorney

APPROVES AS TO CONTENT:

_____

Raul Godinez II, P.E.
Director of Public Works/City Engineer

CONSULTANT

_____

_____

_____

By: _____

_____

Date

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Mark Flores, Director of Recreation & Community Services

SUBJECT: Request from Abandoned Children in Nicaragua/Central American Foundation to use Lynwood City Park for a Cultural Festival

Recommendation:

Staff recommends that the City Council review and approve a request from the Abandoned Children in Nicaragua/Central American Foundation to use Lynwood City Park for a Cultural Festival and adopt the attached resolution entitled: ""A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF LYNWOOD CITY PARK FOR A CULTURAL FESTIVAL PRODUCED BY THE ABANDONED CHILDREN OF NICARAGUA/CENTRAL AMERICAN FOUNDATION TO BE HELD ON AUGUST 7 AND 28, 2016."

Background:

The Abandoned Children in Nicaragua/Central American Foundation (ACN/CAF) has submitted a request to use the soccer fields at Lynwood City Park for two public cultural festivals to be held on Sundays August 7 and 28, 2016. The event will feature cultural food and entertainment with event proceeds being used to pay for event and city costs as well as to support the foundation's community activities.

AGENDA ITEM 16

Discussion & Analysis:

The ACN/CAF is California-based non-profit that was founded to support Child Protection Centers in Nicaragua and has now grown and expanded into supporting youth-based causes in California. The Abandoned Children in Nicaragua/Central American Foundation (ACN/CAF) is requesting rental use of the Lynwood City Park soccer fields to host a public, family-oriented cultural entertainment event to be held on August 7 and 28, 2016. An entry fee of $13.00 will be charged per person. The event will feature cultural entertainment, various vendors and food booths from 10:30 a.m. to 8:00 p.m. on each event date. Approximately 1,000 people are anticipated to visit the event on each event date.

Although park facility rentals are normally under the scope of responsibility and jurisdiction of the Department of Recreation & Community Services, staff is bringing this specific request to the attention of and for approval by the City Council because the applicant agency (ACN/CAF) is requesting to have an enclosed and secured beer garden as part of the event. This will allow for the event to be able to cover its various costs. The ACN/CAF has agreed to meet all terms and conditions as set forth by the City and Sheriff's Department to ensure a clean and safe event. These conditions and terms include, but are not limited to:

- All appropriate fees paid to the City of Lynwood no later than 5:00 p.m. on Monday, August 1, 2016
- All required insurance binders submitted to the City of Lynwood no later than 5:00 p.m. on Monday, August 1, 2016
- All required permits from the CA Dept. of Alcohol Beverage Control and the Los Angeles County Health Department to be obtained, and in possession prior to Tuesday, August 2, 2016
- The sale and consumption of alcohol can only be conducted in the designated area indentified in the event plot plan and under the safety conditions set forth by the City and Sheriff's Department.
- Event employees and volunteers under the age of 21 may not conduct any business as related to the sale or serving of alcohol.
- The applicant, event lead agency and event organizers shall sell alcoholic beverages only to persons who have obtained a non-removable bracelet indentifying the individual as being 21 years of age or older. Reliance of said bracelet will not relieve any person or event organizers of responsibility should it be determined that the purchaser and/or customer is under the age of 21.
- A minimum of 18 uniformed security guards must be present and actively patrolling the event for the duration of each event. This includes a minimum of 2 guards at each entrance and exit of the designated area for alcohol consumption, assisting with the verification and issuance of wristbands.
- All State and Federal laws must be complied with.
- Event area to be maintained and kept reasonably clean during and after each event. Any maintenance or facility issues caused by the event may be subject to forfeiture of all or parts of the event deposit.

- Any medical or law enforcement matters are to be immediately reported to the designated Recreation Department staff member and properly documented.

- Payment to the City of Lynwood for all event-related fees:
    - $2,500 refundable deposit
    - $2,454 event rental fee for each event date ($4,908 total)
    - (2) Sheriff's Deputies for the duration of each event ($80.50/hour/deputy – approx. $1,600 total per event date)
    - (1) Public Works park maintenance staff member dedicated to City Park during the event.
    - City Special Event Application Fee $30
    - Other fees as may be required

As part of staff's background research into the ability of the applicant to successfully host an event of this scope, staff attended the applicant's event held at the City of Huntington Park's Salt Lake Park baseball field facility on May 19, 2016. Staff found that the event production was of highly quality and professionally operated by the applicant. A post-event inquiry on the event's success with the City of Huntington Park staff found that the City of Huntington Park was pleased with the event's execution and that there were no notable circumstances that would prevent the applicant from being welcomed again in that city. Lastly, should the ACN/CAF be approved to use the requested facility as proposed, they have committed to host a "Three Kings Day" event in January 2017 for the benefit Lynwood youth. The one day, sponsored event will feature a lunch and toy and candy give-away for children ages 4-12 at a City site to be determined.

Given all of the information provided within this staff report, the applicant's successful history of producing events of this scale and the estimated revenue created by the event, staff respectfully recommends that the City Council approve the request as proposed.

Fiscal Impact:

The total estimated revenue created by the proposed two events is $4,938 (event rental fees plus the special event permit fee). Fees for Sheriff's and City staff support are "pass-through" fees.

Coordinated with:

City Manager
Finance Department
City Attorney's Office

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF LYNWOOD CITY PARK FOR A CULTURAL FESTIVAL PRODUCED BY THE ABANDONED CHILDREN OF NICARAGUA/CENTRAL AMERICAN FOUNDATION TO BE HELD ON AUGUST 7 AND 28, 2016

WHEREAS, a request was made by the Abandoned Children in Nicaragua/Central American Foundation (ACN/CAF) to host a cultural festival within a designated area of Lynwood City Park on August 7 and 28, 2016; and

WHEREAS, the purpose of the event is to raise money to support ACN/CAF causes; and

WHEREAS, the proposed events will take place on Sundays, August 7 and 28, 2016 from 10:30 a.m. to 8:00 p.m.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council approves the use of a designated area of Lynwood City Park for the proposed event with all applicable fees to be paid by the applicant and all event and safety requirements adhered to as set forth by staff.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 19th of July, 2016.

_____
Edwin Hernandez, Mayor

ATTEST:

_____
Maria Quinonez, City Clerk

_____
J. Arnoldo Beltrán, City Manager

APPROVED AS TO FORM:

_____
David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

_____
Mark Flores, Director
Recreation & Community Services

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of said City at its regular meeting thereof held in the City Hall of the City on the _____day of_____, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, 2016.

_____
City Clerk, City of Lynwood

DOMINGO 7 DE AGOSTO

DATA

A. Main Entry
B. Ticket Trailer Office
C. Tree Way Sinks
D. Trash Dump
E. First aid booth
F. Foods courts
G. Generator
H. Beer Service Booth
I. Souvenier booths
P. Parking
R. Restroom
S. Stage
T. Dance Floor
U. Security Position
HP. Handycap Parking
WM. Water Meter

18 Security Gard

10 Will be Setion at all openings

8 Will constanly be walking Arond grounds

Lynwood Park

11301 Bullis Rd,Lynwood,CA 90262

* Maintain high visability/presence by continuous patrol of your assigned post/area

* Remain vigilant to ensure regulations are observed by the public

* Assist other company/event personnel in case of emergencies and/or unusual occurences (fights, medical emergencies, other)

* Notify contact emergency personnel (i.e. police, fire department, rescue, ambulance, etc.) if necessary

* If a fight occurs, the closest officers and a supervisor will respond to separate the involved parties and removed them from event

DATA

A. Main Entry
B. Ticket Trailer Office
C. Tree Way Sinks
D. Trash Dump
E. First aid booth
F. Foods courts
G. Generator
H. Beer Service Booth
I. Souvenier booths
P. Parking
R. Restroom
S. Stage
T. Dance Floor
U. Security Position
HP. Handycap Parking
WM. Water Meter

18 SECURITY GUARDS

* 10 GUARDS WILL BE STATIONED AT ALL OPENINGS
* 8 GUARDS WILL BE WALKING AROUND GROUDS CONSTANTLY

Lynwood Park

11301 Bullis Rd,Lynwood,CA 90262

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Office of the City Attorney

SUBJECT: Resolution Establishing that the City Attorney's Office Shall Manage and Supervise all Legal Affairs of the City, Including All Special Legal Counsel Hired by the City, Determine which Counsel Shall Staff All of the City Related Agencies, and Solely Propose Defense Counsel, With the Approval of Council, to the Third-Party Administrator and to the City's Risk Management and Insurance Provider

Recommendation:

Staff respectfully recommends that the Lynwood City Council adopt a resolution entitled: Establishing that the City Attorney's Office Shall Manage and Supervise all Legal Affairs of the City, Including All Special Legal Counsel Hired by the City, Determine which Counsel, With the Approval of Council, Shall Staff All of the City Related Agencies, and Solely Propose Defense Counsel to the Third-Party Administrator and to the Risk Management and Insurance Provider

Discussion & Analysis:

For economy, efficiency, and streamlining purposes, Council should consider consolidating the supervision of the legal affairs of the City.

Every general law city in California may appoint an attorney to be its legal advisor. See Govt. Code Section 36505 (providing that a city may appoint a city attorney and other subordinate officers).

The office of the city attorney advises city officials on all types of legal matters pertaining to the city business, draft ordinance and resolutions, and performs other series required by city councils. Govt. Code Sections 41801- 41803.5. Also, the office of the City Attorney advocates before judicial or quasi-judicial tribunals– sometimes the office even does both advise and represent a city in the same case. *See Quintero v. City of Santa Ana*, 114 Cal.App. 4th 810 (2003) *review denied,* (explaining how a city attorney's office may both represent a party and advise the decision maker in the same case).

As part of the FY 16 Budget Adoption, staff still is dealing with a projected deficit of $377,000. Streamlining supervision of legal services in one office, instead of having

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a splintered approach, will consolidate the manner in which answers are provided to inquiries from Council, all boards and commissions, and facilitate the formulation of the various programs proposed to avoid future legal difficulties and to make the ultimate program feasible from all points of view.

Under the current Agreement with the City, the Third-Party Administrator ("TPA") Adminsure Inc. has agreed that, "in coordination with the City" it shall confer with defense attorneys during all stages of litigation to assist attorneys in preparing cases and to ensure optimal return on legal effort, but the Agreement does not identify a point person at the City to coordinate with. This Resolution would identify a point person, the office of the City Attorney, to coordinate with the TPA and the City's risk management and insurance provider, on the City's behalf, regarding the assignment and management of attorneys employed by the City.

Fiscal Impact:

This Resolution has no immediate potential fiscal impact, and may lead to unknown reduction in legal fees to the City.

Coordinated With:

City Attorney's Office

Attachments: (1) Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, ESTABLISHING THAT THE CITY ATTORNEY'S OFFICE SHALL MANAGE AND SUPERVISE ALL LEGAL AFFAIRS OF THE CITY, INCLUDING ALL SPECIAL LEGAL COUNSEL HIRED BY THE CITY, DETERMINE WHICH COUNSEL SHALL STAFF ALL OF THE CITY RELATED AGENCIES, AND SOLELY PROPOSE DEFENSE COUNSEL, WITH THE APPROVAL OF COUNCIL, TO THE THIRD-PARTY ADMINISTRATOR AND TO THE RISK MANAGEMENT AND INSURANCE PROVIDER

WHEREAS, the Third-Party Administrator ("TPA") Adminsure Inc. has agreed that, "in coordination with the City" it shall confer with defense attorneys during all stages of litigation to assist attorneys in preparing cases and to ensure optimal return on legal effort;

WHEREAS; the City Council wishes to identify a point person, the office of the City Attorney, to coordinate with the TPA and the City's risk management and insurance provider, on the City's behalf, regarding the assignment and management of attorneys employed by the City; and

WHEREAS, for economy, efficiency, and streamlining purposes, Council wishes to consolidate the supervision of the legal affairs of the City:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council approves a policy establishing that, in addition to the Risk Manager and the City Manager, the City Attorney will initially review any complaints, subpoenas, or legal documents received, and the City Attorney solely will make the necessary suggestion to the Third Party Administrator and to the City's insurer, ICRMA, regarding the legal staffing of the case, and will present to Council for approval of that recommendation; the City's Attorney shall manage and supervise all legal affairs of the City, including all special legal counsel hired by the City; and the City Attorney shall determine which counsel shall staff all of the City-related agencies;

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this __th day of July, 2016.

_____

Edwin Hernandez, Mayor

ATTEST:

_____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

_____
David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

_____
J. Arnoldo Beltrán, City Manager

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Council Member Salvador Alatorre

PREPARED BY: Office of the City Attorney

SUBJECT: An Urgency Ordinance of the City Council of the City of Lynwood, California Amending Section 6-3.10 of the Lynwood Municipal Code on Purchasing Authority Limits and Establishing that this Amendment May Not by Changed Unless modified by a 4/5 Vote of the City Council

Recommendation:

Staff recommends that the City Council waive reading, read by title only and introduce the following ordinance, entitled: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTIONS 6-3.10 ON PURCHASING AUTHORITY LIMITS" AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

Background:

Beginning in FY 08, the City has been reducing General Fund budget expenditures. Since that time (with the exception of FY 13, due to the receipt of a large contractual payment that fiscal year), expenditures have exceeded revenues and required the use of reserves to balance the General Fund.

Based on preliminary FY 16 year-end estimates, General Fund expenditures have decreased by over $6.5 million (or 19%) since FY 08.

In December 2012 City staff (through labor negotiations) agreed to labor concessions including furloughs, suspension of the auto allowance, 6% EPMC Pick-Up, elimination of reportable compensation, cash in lieu of benefits, and elimination of Green Building Certificate Pay.

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For the FY 16 Budget, more adjustments were made to reduce the projected deficit from $2.5 million to $377K, including the following:

- Staffing/Classification Changes Including Layoffs, Elimination of Vacant Positions, Addition of Positions, and Transfers - $412K
- Redirecting of CDBG Funds (Section 108 Loan Defeasance) - $754K
- Unclaimed Refundable Deposits - $102K
- Reducing Repairs/Maintenance Budget for Bateman Hall Renovation - $300K
- Reducing Liability Insurance Expense Budget - $200K
- Shift of Salaries and Benefits to Water Fund for Director of Human Resources & Risk Management (30%), Personnel Analyst III (20%), Financial Analyst (15%), and Administrative Analyst III (10%) - $107K
- Reducing Operational Budget - $97K
- Eliminating Vacant Part-Time Positions [City Clerk's Part-Time Office Assistant II (1), Part-Time Code Enforcement Officers (2), Part-Time Parking Enforcement Officers (1), Part-Time Senior Lifeguard (1), and Part-Time Recreation Specialist (1)] - $115K

Subsequent to the FY 16 Budget Adoption, the City negotiated MOU concessions (furloughs, suspension of leave buybacks, vacancy salary savings) totaling $624K.

The City has used a significant portion of its General Fund reserves to bridge the budget gap. Since FY 10, the General Fund Reserve Balance will have dropped from $7.7M to under $1 million. Reliance on reserves is no longer an option.

It is evident that future General Fund revenue is no longer sufficient to maintain minimum staff and service levels. Based on FY 17 anticipated revenue and proposed expenditures, the City will face a $2.9 million deficit.

The City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services.

Therefore, the City must curb spending, and will benefit by adjusting in a more narrow fashion the spending authority set forth in Section 6-3.10 of the Lynwood Municipal Code.

This Ordinance is declared by the City Council to be an urgency measure necessary for the immediate preservation of the public peace, health or safety. The normal time frame between approval of an ordinance and the effective date of an ordinance is approximately 45 days. An urgency ordinance is necessary in order to amend the spending capacity of the City, and also to communicate to staff and to the public the urgent need to decrease expenditures.

Fiscal Impact:

There is no additional funding requested in adopting the staff's recommendation.

Coordinated With:
Finance & Administration
City Attorney

ORDINANCE._____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING SECTIONS 6-3.10 OF THE LYNWOOD MUNICIPAL CODE CONTRACTS

WHEREAS, the provision of the Lynwood Municipal Code (the "Code") regarding the City Manager's authority to purchase supplies and equipment and contracting for professional services has not been updated in decades; and

WHEREAS, City of Lynwood ("City") staff has advised the City Council and Lynwood community of the City's ongoing structural deficit. A combination of circumstances has resulted in projected deficits far beyond the City's capacity to absorb them; and

WHEREAS, the City is experiencing reduced revenues and difficulty for the City in meeting its financial needs; and

WHEREAS, the City will benefit by adjusting in a more narrow fashion the spending authority set forth in Section 6-3.10 of the Lynwood Municipal Code.

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

Section 1. That Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code is amended to read:

6-3.10 Purchasing Authority Limits

6-3.10 City Manager Authority:

The city manager or his/her duly authorized designee shall be authorized to sign on behalf of the city all purchase orders or contracts for procuring supplies, equipment, and routine services that do not include any legal or consulting services, ~~and professional/special services~~ which do not exceed a total contract or purchase order amount of fifteen thousand dollars ($15,000.00) in any one year period. (Code 1972 §2-59; Ord. #1084, §1; Ord. #1571, §3)

Section 2. That Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code shall be replaced with this section:

The city manager or his/her duly authorized designee shall be authorized to sign on behalf of the city all purchase orders or contracts for procuring supplies,

equipment, and routine services that do not include any legal or consulting services, which do not exceed a total contract or purchase order amount of fifteen thousand dollars ($15,000.00) in any one year period.

Section 3. This Ordinance shall become effective immediately upon its adoption and shall remain effective until the effective date of any superseding ordinance and adjustment to Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code, if revised by a 4/5 vote of the City Council.

Section 4. At its regular meeting held on July 19, 2016, the City Council determined that the public interest and necessity justify the adoption of the modified ordinance. This Ordinance is declared by the City Council to be an urgency measure necessary for the immediate preservation of the public peace, health or safety. Pursuant to Government Code Section 36937§ The facts constituting such urgency are: Subsequent to the FY 16 Budget Adoption, the City negotiated MOU concessions (furloughs, suspension of leave buybacks, vacancy salary savings) totaling $624KSince FY 10, the General Fund Reserve Balance will have dropped from $7.7M to under $1 million; based on FY 17 anticipated revenue and proposed expenditures, the City will face a $2.9 million deficit.

The normal time frame between approval of an ordinance and the effective date of an ordinance is approximately 45 days. An urgency ordinance is necessary in order to amend the spending capacity of the City, in order to communicate to staff and to the public the urgent need to control expenditures. An urgency ordinance pursuant to Government Code 36937§ requires 4/5th vote of the City Counsel.

Section 5. The City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

_____
Edwin E. Hernandez, Mayor

ATTEST:

_____
Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

_____

David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

_____

J. Arnoldo Beltrán, City Manager

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Office of the City Attorney

SUBJECT: An Ordinance of the City Council of the City of Lynwood, California Amending Section 6-3.10 of the Lynwood Municipal Code on Purchasing Authority Limits and Establishing that this Amendment May Not by Changed Unless modified by a 4/5 Vote of the City Council

Recommendation:

Staff recommends that the City Council Staff waive reading, read by title only and introduce the following ordinance, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING SECTIONS 6-3.10 ON PURCHASING AUTHORITY LIMITS, AND ESTABLISHING THAT THIS AMENDMENT MAY NOT BY CHANGED UNLESS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

Background:

Beginning in FY 08, the City has been reducing General Fund budget expenditures. Since that time (with the exception of FY 13, due to the receipt of a large contractual payment that fiscal year), expenditures have exceeded revenues and required the use of reserves to balance the General Fund.

Based on preliminary FY 16 year-end estimates, General Fund expenditures have decreased by over $6.5 million (or 19%) since FY 08.

In December 2012 City staff (through labor negotiations) agreed to labor concessions including furloughs, suspension of the auto allowance, 6% EPMC Pick-Up, elimination of reportable compensation, cash in lieu of benefits, and elimination of Green Building Certificate Pay.

For the FY 16 Budget, more adjustments were made to reduce the projected deficit from $2.5 million to $377K, including the following:

AGENDA ITEM 19

- Staffing/Classification Changes Including Layoffs, Elimination of Vacant Positions, Addition of Positions, and Transfers - $412K
- Redirecting of CDBG Funds (Section 108 Loan Defeasance) - $754K
- Unclaimed Refundable Deposits - $102K
- Reducing Repairs/Maintenance Budget for Bateman Hall Renovation - $300K
- Reducing Liability Insurance Expense Budget - $200K
- Shift of Salaries and Benefits to Water Fund for Director of Human Resources & Risk Management (30%), Personnel Analyst III (20%), Financial Analyst (15%), and Administrative Analyst III (10%) - $107K
- Reducing Operational Budget - $97K
- Eliminating Vacant Part-Time Positions [City Clerk's Part-Time Office Assistant II (1), Part-Time Code Enforcement Officers (2), Part-Time Parking Enforcement Officers (1), Part-Time Senior Lifeguard (1), and Part-Time Recreation Specialist (1)] - $115K

Subsequent to the FY 16 Budget Adoption, the City negotiated MOU concessions (furloughs, suspension of leave buybacks, vacancy salary savings) totaling $624K.

The City has used a significant portion of its General Fund reserves to bridge the budget gap. Since FY 10, the General Fund Reserve Balance will have dropped from $7.7M to under $1 million. Reliance on reserves is no longer an option.

It is evident that future General Fund revenue is no longer sufficient to maintain minimum staff and service levels. Based on FY 17 anticipated revenue and proposed expenditures, the City will face a $2.9 million deficit.

The City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services.

Therefore, the City must curb spending, and will benefit by adjusting in a more narrow fashion the spending authority set forth in Section 6-3.10 of the Lynwood Municipal Code.

Fiscal Impact:
There is no additional funding requested in adopting the staff's recommendation.

Coordinated With:
Finance & Administration
City Attorney

ORDINANCE_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING SECTIONS 6-3.10 OF THE LYNWOOD MUNICIPAL CODE CONTRACTS

WHEREAS, the provision of the Lynwood Municipal Code (the "Code") regarding the City Manager's authority to purchase supplies and equipment and contracting for professional services has not been updated in decades; and

WHEREAS, City of Lynwood ("City") staff has advised the City Council and Lynwood community of the City's ongoing structural deficit. A combination of circumstances has resulted in projected deficits far beyond the City's capacity to absorb them; and

WHEREAS, the City is experiencing reduced revenues and difficulty for the City in meeting its financial needs; and

WHEREAS, the City will benefit by adjusting in a more narrow fashion the spending authority set forth in Section 6-3.10 of the Lynwood Municipal Code.

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

Section 1. That Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code is amended to read:

6-3.10 Purchasing Authority Limits

6-3.10 City Manager Authority:

The city manager or his/her duly authorized designee shall be authorized to sign on behalf of the city all purchase orders or contracts for procuring supplies, equipment, and routine services that do not include any legal or consulting services, ~~and professional/special services~~ which do not exceed a total contract or purchase order amount of fifteen thousand dollars ($15,000.00) in any one year period. (Code 1972 §2-59; Ord. #1084, §1; Ord. #1571, §3)

Section 2. That Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code shall be replaced with this section:

The city manager or his/her duly authorized designee shall be authorized to sign on behalf of the city all purchase orders or contracts for procuring supplies,

equipment, and routine services that do not include any legal or consulting services, which do not exceed a total contract or purchase order amount of fifteen thousand dollars ($15,000.00) in any one year period.

Section 3. This Ordinance shall become effective immediately upon its adoption and shall remain effective until the effective date of any superseding ordinance and adjustment to Section 6-3.10 of Chapter 6 of the Lynwood Municipal Code, if revised by a 4/5 vote of the City Council.

Section 4. The City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

First read at a regular meeting of the City Council held on the _____ day of _____, 2016 and adopted and ordered published at a regular meeting of said Council held on the _____ day of _____, 2016

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

_____
Edwin E. Hernandez, Mayor

ATTEST:

_____
Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

_____
David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

_____
J. Arnoldo Beltrán, City Manager

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Office of the City Attorney

SUBJECT: Request to Approve A RESOLUTION EXPRESSING THE COUNCIL'S INTENT TO PRIORITIZE SPENDING OF THE PROPOSED 2016 TRANSACTIONS AND USE TAX (TUT) REVENUE FOR INFRASTRUCTURE FUNDING, SAFETY PURPOSES, AND PARKS AND RECREATION PROGRAMS

Recommendation:

Staff respectfully recommends that the Lynwood City Council adopt a resolution entitled: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LYNWOOD EXPRESSING ITS INTENT TO PRIORITIZE SPENDING OF THE PROPOSED 2016 TRANSACTIONS AND USE TAX (TUT) REVENUE FOR INFRASTRUCTURE FUNDING, SAFETY PURPOSES, AND PARKS AND RECREATION PROGRAMS

Discussion & Analysis:

Members of the public have consistently expressed a desire for more services to achieve a safer, better Lynwood. The City currently has a revenue problem. Crime prevention, public safety, economic development, and street and sidewalk repair all contribute to safe, clean neighborhoods. These and other critical public services all have been adversely impacted by inadequate funding. Based on community concern, a set of funding priorities has been identified. Increased funding for public safety has been identified as a high priority.

As one of the steps toward the latter goal, the City Council has directed staff to prepare a resolution to place the One Cent Transactions and Use Tax measure on the November 2016 election ballot ("2016 TUT").

The potential one cent increase may be used to fund general community priorities, such as expanding anti-gang efforts and programs to shut down drug and gang houses; keeping schools safe and restoring school resource officers; providing quicker police, and fire response; improving current levels of neighborhood patrols and community policing; fixing potholes, streets and sidewalks; increasing code enforcement for neighborhoods safety; upgrading neighborhood recreational centers and ensuring that parks, playgrounds and sports fields are safe, well-lit and open for use; improving current levels of neighborhood patrols and community

AGENDA ITEM 20

policing; and enhancing other general services.

The City has taken great strides at managing its resources, becoming more efficient, and made some tough decisions on where to cut costs. As a significant beginning in this effort, the City has reduced labor and maintenance expenditures:

- Labor – Since FY 08 the City has cut the number of full-time employees by over 72 (or 28%).

- Maintenance reductions in every City park, resulting in deterioration of facilities and less availability for safe use by residents of all ages.

- Significantly reduced maintenance of all City facilities, streets and roads, landscaping, trees, resulting in deterioration of facilities and increased unsightliness, diminishing the quality of life in the City.

To assist the Council in closing the City's structural deficit, in December 2012, City staff (through labor negotiations) agreed to labor concessions including furloughs, suspension of the auto allowance, 6% EPMC Pick-Up, elimination of reportable compensation, cash in lieu of benefits, and elimination of Green Building Certificate Pay.

As part of the FY 16 Budget Adoption, several budget cuts were made to reduce $2.5 million deficit to $377K, including the following:

- Staffing/Classification Changes Including Layoffs, Elimination of Vacant Positions, Addition of Positions, and Transfers - $412K
- Redirecting of CDBG Funds (Section 108 Loan Defeasance) - $754K
- Unclaimed Refundable Deposits - $102K
- Reducing Repairs/Maintenance Budget for Bateman Hall Renovation - $300K
- Reducing Liability Insurance Expense Budget - $200K
- Shift of Salaries and Benefits to Water Fund for Director of Human Resources & Risk Management (30%), Personnel Analyst III (20%), Financial Analyst (15%), and Administrative Analyst III (10%) - $107K
- Reducing Operational Budget - $97K
- Eliminating Vacant Part-Time Positions [City Clerk's Part-Time Office Assistant II (1), Part-Time Code Enforcement Officers (2), Part-Time Parking Enforcement Officers (1), Part-Time Senior Lifeguard (1), and Part-Time Recreation Specialist (1)] - $115K

Subsequent to the FY 16 Budget Adoption, the City negotiated MOU concessions (furloughs, suspension of leave buybacks, vacancy salary savings) totaling $624K with the LEA and LEMG.

The City has a revenue problem. If voters approve the 2016 TUT, the City Council resolves to prioritize spending of the new tax revenue on Safety, Infrastructure, and Parks & Recreation programs, to fund the critical priorities for a safer, better Lynwood.

Fiscal Impact:

This Resolution has no immediate potential fiscal impact but, if the voters approve the 2016 TUT, the total potential revenue is unknown at this time. The proposed Penny Ballot Initiative could generate as much as $4.5 million in additional revenue per year, a significant portion of which would be used to fund the priority items Safety, Infrastructure, and Parks & Recreation programs.

Coordinated With:

City Attorney's Office

Attachments: (1) Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, EXPRESSING ITS INTENT TO PRIORITIZE SPENDING OF THE PROPOSED 2016 TRANSACTIONS AND USE TAX (TUT) REVENUE FOR INFRASTRUCTURE FUNDING, SAFETY PURPOSES, AND PARKS AND RECREATION PROGRAMS

WHEREAS, on July 19, 2016, the City Council of the City of Lynwood called for a General Municipal Tax Election to be held on November 8, 2016, for the purpose of submitting to the voters the question of whether to adopt an ordinance enacting a transactions and use tax ("2016 TUT") for a period of ten (10) years on the sale and use of tangible personal property within the City, at a rate of one cent (1%) for the term of the tax; and

WHEREAS, pursuant to the proposed 2016 TUT ordinance, the 2016 TUT is a general tax enacted solely to raise revenue for the general governmental purposes of the City and all of the proceeds from the tax shall be placed in the City's general fund and used for the usual current expenses of the City; and

WHEREAS, the general fund pays for important City services such as police, fire services, street maintenance, and general municipal services to the public; and

WHEREAS, the City Council desires to adopt this resolution expressing its intent, if the 2016 TUT is enacted by the voters, to commit to spend 2016 TUT revenue for various purposes, with priorities as identified herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council prioritizes certain spending of the proposed 2016 TUT Revenue. The City Council hereby expresses its intent, if the 2016 TUT is enacted by the voters, to prioritize spending of future 2016 TUT revenue for the following purposes:

A. Public Safety: the 2016 TUT revenue may be spent on the costs of providing public safety services, consisting of: police response, investigation, apprehension and law enforcement, and fire prevention services.

B. Public Infrastructure: the 2016 TUT revenue may be spent on the costs of improving and maintaining streets, sidewalks and alleys, improving and upgrading the City's water system for conservation, and improving and upgrading storm *water/storm* drain systems.

C. Parks and Recreation: the 2016 TUT revenue may also be spent on improving and upgrading the City's system of facilities and programs to meet the parks and recreation needs of all age groups of the community.

Section 2. The 2016 TUT Not Deemed a Special Tax. It is the City Council's intent to deposit the 2016 TUT revenues in the general fund, and the adoption of this Resolution shall not be construed as converting the proposed 2016 TUT into a "special tax," as that term is defined Article XIIIC §1(d) of the California Constitution, California Government Code §§ 53721 and 53724, or any combination thereof. Although this Resolution expresses the intent of the current City Council to spend future 2016 TUT revenues for certain priorities, this Resolution is non-binding on any future or subsequently constituted City Council, and the 2016 TUT shall remain a "general tax" as that term is defined in Article XIIIC §1(a) of the California Constitution, and as set forth in the proposed TUT ordinance.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2016.

_____
Edwin Hernandez, Mayor

ATTEST:

_____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

_____
David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

_____
J. Arnoldo Beltrán, City Manager

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Office of the City Attorney

SUBJECT: Citizens' Transactions and Use Tax Committee

Recommendation:

Staff recommends that the City Council adopt the following resolution: A RESOLUTION ESTABLISHING AN INDEPENDENT TRANSACTIONS AND USE TAX CITIZENS' ADVISORY COMMITTEE.

Background

The Lynwood City Council is considering calling for a ballot measure establishing the 1 cent sales tax contingent upon voter consideration and approval at the November 8, 2016, election.

The Lynwood City Council seeks to clarify the intent of authorizing the formation of a Citizen's Transactions and Use Tax Committee.

A key component in the City's commitment leading up to the ballot measure is the promise of an effective citizen's oversight committee.

If the tax becomes effective after November 8, 2016, it is anticipated to bring between $2 and $4 million annually into the city's General Fund. With an additional 1 cent sales tax, the sales tax within the City of Lynwood will be ten percent (10%). The tax is set to expire by its own terms in 10 years, unless extended by the City Council and the voters.

An implementation plan includes assurances that the City will use the revenues to prioritize infrastructure funding and public safety.

The Committee shall remain in existence for so long as the 2016 transaction and use tax exists. The Committee shall review the fiscal and program performance of the retail transactions and use tax transportation program through an annual performance audit to ensure that all transactions and use tax revenues are spent by the City in accordance with all provisions of the City commitment to infrastructure funding and public safety. The Committee's second mission is to provide positive, constructive advice to the City on how to improve implementation over the ten year course of the tax.

AGENDA ITEM 21

If the tax measure is not approved by the voters at the November 8, 2016 election, this resolution shall be of no force or effect.

FINANCIAL IMPACT:

There is no direct cost in adopting the resolution.

COORDINATED WITH:

City Manager's Office

ATTACHMENTS:

Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ESTABLISHING A GENERAL TAX CITIZEN OVERNIGHT ADVISORY COMMITTEE

WHEREAS, City staff has advised the City Council and Lynwood community of the City's ongoing structural deficit. A combination of circumstances has resulted in projected deficits far beyond the City's capacity to absorb them; and

WHEREAS, the City's flat revenue growth continues to be offset by rising operating costs; and

WHEREAS, the City seeks to establish a citizen oversight committee to review the expenditures from the tax measure proceeds and their compliance with the ballot question and City Council intent:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council approves the establishment of a citizen oversight committee ("General Tax Citizen Oversight Advisory Committee") to review the expenditures from the tax measure proceeds and their compliance with the ballot question and City Council intent

Section 2. The General Tax Citizen Oversight Advisory Committee shall meet, function, and operate as follows:

- **1 - Established.**

A committee known as the 2016 General Tax Citizen Oversight Advisory Committee is created and established in conformance with Lynwood Municipal Code ("LMC") Section 2-12, Commissions, Boards and Committees Generally. The committee shall last as long as the 2016 general transactions and use tax is in effect.

- **2 - Organization.**

The committee shall consist of five members.

- **3 - Appointment; eligibility; removal.**

A. The appointment of committee members shall be made in the manner established in LMC Section 2-12.

The City shall develop an open selection process, actively recruit, and appoint five (5) Committee members who shall be residents of the City of Lynwood possessing the following credentials:

a. One member who is or was a member, retired or active, of the Chamber of Commerce for at least three years.

b. One member who is a Lynwood Block Watch Captain.

c. One member who is a clergy leader in the City.

d. Two members from the public at-large, with priority for anyone who is a Certified Public Accountant (CPA) and experienced in financial audits

B. Unless specifically provided otherwise in LMC Section 2-12 or this Section, all other procedures set forth under the law shall apply to this committee. Specifically, committee members shall comply with the financial disclosure and conflict of interest requirements of the Political Reform Act of 1974.

- **4 - Compensation.**

Members of the committee shall serve without compensation.

- **5 - Officers.**

The officers of the committee shall consist of a chairperson, vice chairperson, to be elected by the committee by a majority vote, and such other officers as the committee may from time to time designate. The term of said officers shall be fixed by LMC Section 2-12.

- **6 - Rules and regulations.**

The committee shall make its own rules and regulations and fix the procedure for calling, holding and conducting meetings; provided that the committee shall meet at least quarterly to review the expenditure of revenues generated by the 2016 sales and use tax and to make recommendations to the City Council regarding those expenditures, and that such rules and regulations are not in conflict with the provisions of any laws of the state of California, City of Lynwood, or laws or ordinances of any political subdivision thereof.

- **7 - Powers and duties.**

The committee shall have the following duties:

A. To oversee expenditure of the proceeds of the sales and use tax approved on November 8, 2016.

B. To review, make recommendations, and report, at least once annually, upon the tax expenditures to the city council.

C. To perform any other functions as directed by the city council from time to time.

- **8 - Meetings; time; quorum.**

A. The committee will hold one formal meeting annually, with additional meetings scheduled as needed by the committee.

B. All committee meetings shall be properly noticed and held in compliance with the Brown Act.

C. Three members of the committee shall constitute a quorum for the transaction of business.

- **9 – Conditional Effect.**

If the tax measure is not approved by the voters at the November 8, 2016 election, this resolution shall be of no force or effect.

Section 3. This resolution shall take effect immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

_____
Edwin E. Hernandez, Mayor

ATTEST:

_____
Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

_____

David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

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J. Arnoldo Beltrán, City Manager

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Office of the City Attorney

SUBJECT: Fiscal Control Measure: Hiring Freeze

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD IMPOSING A HIRING FREEZE AND MAINTAINING ALL CURRENT VACANCIES UNFILLED FOR FY16-17, UNLESS THIS RESOLUTION IS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

Background

Beginning in FY 08, the City has been reducing General Fund budget expenditures. Since that time (with the exception of FY 13, due to the receipt of a large contractual payment that fiscal year), expenditures have exceeded revenues and required the use of reserves to balance the General Fund.

Based on preliminary FY 16 year-end estimates, General Fund expenditures have decreased by over $6.5 million (or 19%) since FY 08. In response to the City's fiscal challenges (as stated above), the City reduced its spending on these items:

- Labor – Since FY 08 the City has cut the number of full-time employees by over 72 positions (or 28%).
- Maintenance reductions in every City park, resulting in deterioration of facilities and less availability for safe use by residents of all ages.
- Reduced maintenance of all City facilities, streets and roads, landscaping, trees, resulting in deterioration of facilities and increased unsightliness, diminishing the quality of life in the City.

In December 2012 City staff (through labor negotiations) agreed to labor concessions including furloughs, suspension of the auto allowance, 6% EPMC Pick-Up, elimination of reportable compensation, cash in lieu of benefits, and elimination of Green Building Certificate Pay.

AGENDA ITEM 22

For the FY 16 Budget, more adjustments were made to reduce the projected deficit from $2.5 million to $377K, including the following:

- Staffing/Classification Changes Including Layoffs, Elimination of Vacant Positions, Addition of Positions, and Transfers - $412K
- Redirecting of CDBG Funds (Section 108 Loan Defeasance) - $754K
- Unclaimed Refundable Deposits - $102K
- Reducing Repairs/Maintenance Budget for Bateman Hall Renovation - $300K
- Reducing Liability Insurance Expense Budget - $200K
- Shift of Salaries and Benefits to Water Fund for Director of Human Resources & Risk Management (30%), Personnel Analyst III (20%), Financial Analyst (15%), and Administrative Analyst III (10%) - $107K
- Reducing Operational Budget - $97K
- Eliminating Vacant Part-Time Positions [City Clerk's Part-Time Office Assistant II (1), Part-Time Code Enforcement Officers (2), Part-Time Parking Enforcement Officers (1), Part-Time Senior Lifeguard (1), and Part-Time Recreation Specialist (1)] - $115K

Subsequent to the FY 16 Budget Adoption, the City negotiated MOU concessions (furloughs, suspension of leave buybacks, vacancy salary savings) totaling $624K.

The City has used a significant portion of its General Fund reserves to bridge the budget gap. Since FY 10, the General Fund Reserve Balance will have dropped from $7.7M to under $1 million. Reliance on reserves is no longer an option.

By cutting City staff and services to the bare minimum necessary to preserve the public health, safety and welfare, and drawing down the City's General Fund balance, the Council has been able to prevent the City from depleting the General Fund. However, it is evident that future General Fund revenue is no longer sufficient to maintain minimum staff and service levels. Based on FY 17 anticipated revenue and proposed expenditures, the City will face a $2.9 million deficit.

The City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services.

Accordingly, in another effort to control costs and to balance the budget, until the City receives new revenue, the City Council should freeze all hiring and should not fill any new, vacant full-time, or permanent budgeted positions, unless a change to this resolution is approved by a 4/5 vote of Council.

FINANCIAL IMPACT:

There is no direct cost in adopting the resolution.

COORDINATED WITH:

City Manager's Office

ATTACHMENTS:

Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD IMPOSING A HIRING FREEZE AND MAINTAINING ALL CURRENT VACANCIES UNFILLED FOR FY16-17, UNLESS THIS RESOLUTION IS MODIFIED BY A 4/5 VOTE OF THE CITY COUNCIL

WHEREAS, City of Lynwood ("City") staff has advised the City Council and Lynwood community of the City's ongoing structural deficit. A combination of circumstances has resulted in projected deficits far beyond the City's capacity to absorb them; and

WHEREAS, the City is experiencing reduced revenues and difficulty for the City in meeting its financial needs; and

WHEREAS, the City Council wishes to impose a temporary hiring freeze on all regular City employee positions to alleviate the current and future financial difficulties the City will face.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. Hiring Freeze Length of Time. The City shall not fill any new, vacant full-time, permanent-budgeted positions, or City employee positions as defined in the City's Personnel Regulations, from the effective date of this Resolution and for the remainder of the 2016-17 fiscal year, unless a change to this resolution is approved by a 4/5 vote of Council.

Section 2. This Resolution shall take effect immediately upon adoption.

Section 3. The City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

_____
Edwin E. Hernandez, Mayor

ATTEST:

_____
Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

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David Garcia, City Attorney

APPROVED AS TO CONTENT:

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J. Arnoldo Beltrán, City Manager

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Amanda Hall, Finance Director

SUBJECT: Resolutions of the City Council of the City of Lynwood Declaring a State of Fiscal Emergency and Placing a Penny Ballot Initiative and "Rainy Day" Fund Measure Before the Voters of the City of Lynwood

Recommendation:

Staff recommends that the City Council adopt the attached resolutions entitled:

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD UNANIMOUSLY DECLARING A FISCAL EMERGENCY IN THE CITY OF LYNWOOD
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE SUBMISSION TO THE VOTERS OF A QUESTION RELATING TO THE ESTABLISHMENT OF A TRANSACTIONS AND USE TAX AND "RAINY DAY FUND" TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL PRESIDENTIAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

AGENDA ITEM 23

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE FORM OF THE ORDINANCE TO BE SUBMITTED TO THE VOTERS

Background:

FY 2015-16 Budget Overview

On July 7, 2015, the City Council adopted the FY 2015-16 Citywide Budget (Resolution No. 2015.108). The FY 2015-16 General Fund Budget included expenditures in the amount of $27.9 million offset by $27.5 million in projected revenues and $0.4 million in reserves. Based on the projected revenues and proposed expenditures, it was anticipated that the General Fund will end FY 16 with $2.86 million in reserves.

Based on the City's minimum reserve level policy [10% of the City's Operating Budget], which is $2.8 million for FY 16, no additional reserves are available for use.

Structural Fiscal Issues and Challenges

Some of the City's structural fiscal challenges include the following:

- **Stable Revenues** – General Fund revenues (**in the aggregate**) have remained flat and have not increased to cover projected expenditure growth. The City continues to explore additional sources of revenue to meet expectations for community services. The City continues to identify ways to increase the use of technology to improve the efficiency of overall operations and to increase revenues. Revenue enhancement is important in regards to prudent long-term financial planning and to avoid depleting General Fund reserves.

- **Public Safety** – Public Safety is the City's number one priority. The budget for Public Safety is the largest General Fund expenditure at over 53% of the General Fund budget (up from 44% in 2012). The cost for providing Sheriff and Fire services continues to climb annually. For FY 16, the cost increased by $539K and is projected to increase by an additional $953K in FY 17 [2.42% for Fire and 3.7% for Sheriff (plus 3.5% increase for Liability)]. These increases are based on rate increases and are not attributable to increases in service levels.

- **CalPERS Employer Paid Contributions** – CalPERS approved new actuarial policies that are aimed at returning the System to fully-funded status within 30 years. These changes were implemented in FY 16, and will be phased in over five years resulting in increased employer contributions for the City. Additional increases in employer contributions are expected due to changes in actuarial assumptions (i.e. mortality rates) and the discount rate. The total increase for the period between FY 16 and FY 20 is estimated at 10% to 11%. Based on the projected FY 17 CalPERS rate (30.919%), the total PERS contribution rate for all employees' retirement costs has increased by 62% from FY 09.

- **Other Post-Employment Benefits Liability** – The City must consider increasing its $500,000 annual contribution (paid from the Self-Insurance Fund) to address a projected cumulative liability of $19.3 million to fully fund lifetime medical, dental, vision, and life insurance benefits for the City's retirees.

- **Claims/Litigation Costs** – Litigation costs and claims paid out are major expenses for the City and have impacted the budget the last several fiscal years. Staff has fostered a more engaged and proactive relationship with the third party administrator (TPA) and ICRMA to ensure that claims/cases are properly evaluated and adequately reserved for a more protracted resolution.

  The FY 17 Budget includes the adequate funding for settlement/disposition of all current workers' compensation and liability claims.

- **Reserves** – The City should meet and when possible exceed the General Fund Reserve Policy to meet unexpected emergencies and to stabilize operations.

Revenue Enhancements

Since FY 12, property and sales tax revenues have increased by a combined 12% (or $1.4 million). During that time, UUT revenues have decreased by 8% (or $409K). Revenue increases in property and sales taxes have been offset by declining UUT and other revenues, which have resulted in flat revenues. The lack of general growth in revenues has deepened the use of the City's reserves to stabilize the City's operations. By the end of FY 17, General Fund reserves will be nearly depleted. Since FY 10, the General Fund Reserve Balance will have dropped from $7.7 million to under $1 million. Reliance on reserves is no longer an option.

In addition to flat revenue growth, unavoidable operational increases continue to surpass Citywide budget reductions annually and deplete the City's reserves. Over the last five (5) fiscal years, Public Safety contracts increased by an average of $656K per year, while service levels remained the same. Since FY 12, the Public Safety costs will have increased by 25% (or $3.3 million). Based on preliminary FY 16 year-end estimates, the City's operational costs will have decreased by 3.3% (or $400K). Based on FY 17 proposed expenditures, the City's Operational Budget will actually increase by 7.6% (or $939K). This is due to the inclusion of one-time expenditures such as $150,000 for investigations related to personnel grievances, $150,000 for special counsel for labor negotiations as well as unavoidable costs that continue to increase such as CalPERS retirement costs and health premiums.
In order to contend with unavoidable operational increases, the City Council is now considering a sales tax increase to support increased operations costs and avoid large-scale cuts to vital services we provide to our community in future fiscal years. This is the only real viable option to deal with projected deficits and still provide quality service levels.

Without a new, guaranteed source of revenue for the General Fund, future cuts to essential City services will be made.

City Survey to Test Viability of Sales Tax Measure

The City hired Fairbank, Maslin, Maullin, Metz & Associates (FM3) in FY 14 and FY 15 to conduct survey research to determine Lynwood voters' perceptions and priorities and to ultimately test the viability of various local revenue measure options for the November 4, 2014 statewide election and the November 3, 2015 City election.

FM3 is a known leader for helping a host of California cities pass local finance measures at simple majority and two-thirds supermajority levels. The company has garnered a 95 percent win rate. FM3 has conducted research in support of more than 300 ballet measure campaigns in over 130 California cities and other local jurisdictions, dealing with issues such as public safety, libraries, parks, infrastructure, education, health care, open space, social services, and transportation. Its research has resulted in voter approval of local finance measures in 56 California cities since 2008.

FM3 specializes in developing strategies to pass such revenue measures with research that identifies the feasibility of a ballot measure, the most appropriate tax rate, revenue mechanism (sales tax, business tax, utility users tax, parcel tax, transient occupancy tax, bond measure, etc.) and how voters prefer additional revenue be used. Since 2008, FM3 has helped cities such as Bellflower, Carson, Commerce, Gardena, Santa Fe Springs, South El Monte, South Gate and others, to successfully pass ballot measures to fund needed city services and programs.

In both FY 14 and FY 15, the City Council received the results of the survey which showed over two-thirds (2/3) of respondents would likely support the Penny Ballot Initiative to maintain and protect City services. Thereafter, in recognition of the severity of the structural budget deficit, significant annual increases in the LA County Public Safety contracts, critical infrastructure needs, and the need to maintain essential services, the Mayor directed staff to bring forward a report for presenting a Penny Ballot Measure to voters.

Staff recommends that Council hire FM3 to conduct survey research to determine Lynwood voters' perceptions and priorities and to ultimately test the viability of various local revenue measure options for the November 8, 2016 consolidated statewide general presidential election.

Discussion & Analysis:

Procedural Issues Regarding Calling an Election to Ask the Voters to Approve A Penny Ballot Measure

Revenue and Taxation Code § 7285.9 provides authority for a general transactions and

use tax. Such a tax would be imposed on retailers, and would be paid by the general public. It would be collected by the State Board of Equalization from retailers and remitted to the City.

To qualify as a general tax—requiring a majority vote—the taxes must be deposited into the General Fund. These funds can be used for any service or activity paid for from the General Fund, such as Public Safety, street repairs, park maintenance, and recreation programs. There can be no commitment in advance as to how the monies will be spent, other than for general municipal services.

The proposed tax to be submitted to the voters would be one percent (1.0%) of the value of the property taxed for ten (10) years. The sales and use tax will continue until approval to end by a two-thirds majority vote of all the members of the City Council and by a majority vote of the qualified voters of the City.

The proposed Ordinance for the tax is attached to the resolution calling the election and, if approved by the voters, would be adopted by the people. By adopting the resolution, the City Council is also affirming that it approves the form of the ordinance and that it should be submitted to the voters. The City Council does not need to waive the reading of the ordinance and introduce or adopt it. The Council will affirm the voters' approval of the ordinance by its declaration of the results of the election in November.

In terms of voting requirements, the law states that the ordinance proposing the tax must be approved by a two-thirds (2/3) vote of all members of the City Council. The tax must be approved by a majority vote (50% + 1) of the qualified voters of the city voting in an election on the issue.

Under California Environmental Quality Act (CEQA) Guidelines 15060(c)(2) and 15378(b)(2) and (4), this tax does not constitute a project under CEQA and therefore review under CEQA is not required.

Under California Constitution Article 13C, Section 2(b), when a city council proposes a general tax to the voter, the measure must be submitted to the electors at a regularly scheduled general election at which members of the Council will be elected, unless the Council finds that there is an emergency that justifies placing the proposed tax before the voters at a special election. Since the November 8, 2016 ballot does not include the election of a member of the City Council, the City Council must unanimously declare an emergency.

Information Establishing the Existence of an Emergency

City staff has advised the City Council and Lynwood community of the City's ongoing structural deficit. A combination of circumstances has resulted in projected deficits far beyond the City's capacity to absorb them.

The City's flat revenue growth continues to be offset by rising operating costs.

Beginning in FY 08, the City began implementing a series of General Fund budget reductions. Since that time (with the exception of FY 13 due to the receipt of one-time revenue), expenditures have exceeded revenues and required the use of reserves to balance the General Fund. Based on preliminary FY 16 year-end estimates, General Fund expenditures have decreased by over $6.5 million (or 19%) since FY 08. Most cuts have been the result of labor reductions. The City cannot sustain further staffing cuts and maintain services for a quality community.

In response to the City's fiscal challenges (as stated above), the following reductions were implemented:

- Labor – Since FY 08 the City has cut the number of full-time employees by over 72 (or 28%).

- Maintenance reductions in every City park, resulting in deterioration of facilities and less availability for safe use by residents of all ages.

- Significantly reduced maintenance of all City facilities, streets and roads, landscaping, trees, resulting in deterioration of facilities and increased unsightliness, diminishing the quality of life in the City.

To assist the Council in closing the City's structural deficit, in December 2012, City staff (through labor negotiations) agreed to labor concessions including furloughs, suspension of the auto allowance, 6% EPMC Pick-Up, elimination of reportable compensation, cash in lieu of benefits, and elimination of Green Building Certificate Pay.

As part of the FY 16 Budget Adoption, several budget cuts were made to reduce $2.5 million deficit to $377K, including the following:

- Staffing/Classification Changes Including Layoffs, Elimination of Vacant Positions, Addition of Positions, and Transfers - $412K
- Redirecting of CDBG Funds (Section 108 Loan Defeasance) - $754K
- Unclaimed Refundable Deposits - $102K
- Reducing Repairs/Maintenance Budget for Bateman Hall Renovation - $300K
- Reducing Liability Insurance Expense Budget - $200K
- Shift of Salaries and Benefits to Water Fund for Director of Human Resources & Risk Management (30%), Personnel Analyst III (20%), Financial Analyst (15%), and Administrative Analyst III (10%) - $107K
- Reducing Operational Budget - $97K
- Eliminating Vacant Part-Time Positions [City Clerk's Part-Time Office Assistant II (1), Part-Time Code Enforcement Officers (2), Part-Time Parking Enforcement

Officers (1), Part-Time Senior Lifeguard (1), and Part-Time Recreation Specialist (1)] - $115K

Subsequent to the FY 16 Budget Adoption, the City negotiated MOU concessions (furloughs, suspension of leave buybacks, vacancy salary savings) totaling $624K with the LEA and LEMG.

The adopted budget assumed the use of $754K of CDBG funds which would reduce General Fund expenditures. The CDBG funds were reallocated to street repairs.

The City has used a significant portion of its General Fund reserves to bridge the budget gap. Since FY 10, the General Fund Reserve Balance will have dropped from $7.7M to under $1 million. Reliance on reserves is no longer an option.

By cutting City staff and services to the bare minimum necessary to preserve the public health, safety and welfare, and drawing down the City's General Fund balance, the Council has been able to prevent the City from running out of money in the General Fund. However, it is now evident that future General Fund revenue is no longer sufficient to maintain minimum staff and service levels. Based on FY 17 anticipated revenue and proposed expenditures, the City is facing a $2.9 million deficit. As a result, maintenance of roads, parks, and other public facilities must be indefinitely deferred. Concerned that further long-term reduction of service levels will have a detrimental effect on the public health, safety, and welfare, the City must increase General Fund revenue sufficiently to enable the City to restore the levels of public services sought by the residents of the City.

The City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services. Without additional revenue, the City will be forced to consider Public Safety and staffing cuts. Further reductions in service levels would mean continuing to allow the City's parks, roads, facilities, landscaping, and trees to deteriorate, jeopardizing the public health, safety, and welfare, and increasing the costs of maintaining basic infrastructure. Additional funding from a Penny Ballot Measure is needed for near and long term financial stability.

Based on the results of the prior community surveys and the revenue needs of the City, staff is recommending that the City Council submit to the voters a proposed revenue measure at a one cent rate to maintain and protect vital general city services.

Findings

Based on the foregoing information, staff believes that an emergency exists in the City, involving clear and imminent danger and demanding immediate action to prevent or lessen the loss of, or damage to, life, health, property and/or essential public services.

Staff believes that the record supports the Council's ability to make the following findings:

1. The City is experiencing an existing and immediate funding crisis, which is the result of factors largely outside of its control, including rapid increases in the cost of employee retirement and health insurance benefits, (overall) flat revenue from existing taxes and fees, LA County Public Safety contract increases, and unpredictable State takeaways of local revenue.

2. The City has taken significant steps to reduce its operational costs. It has eliminated (through attrition, elimination of vacant positions, and layoffs) over 72 (or 28%) full-time employees since FY 08.

3. The City has used its available General Fund balance to bridge the structural budget deficit, meaning it will have used nearly all General Fund reserves before the end of FY 17 and will not have enough revenue to cover proposed expenditures, maintain current service levels, and meet the City's reserve policy.

4. Because of changes in State law, particularly the approval of Propositions 62 and 218, the City has very few means available for increasing General Fund revenue.

5. Absent a new source of General Fund revenue, the City's ability to maintain staff and service levels is uncertain. Based on FY 16 year-end estimates, the ending General Fund balance will be $3.6 million. The FY 17 Proposed Budget contains a structural deficit in excess of $2.9 million that, absent new General Fund revenue, can only be met by decreasing Public Safety and other essential services.

6. Unless service levels are at least partially restored, public facilities and property will not be properly maintained, public safety standards will degrade, crime and violence will increase, the community will not have adequate and safe recreational opportunities, businesses and families will be discouraged from moving to or remaining in Lynwood, and the health, safety, and welfare of the residents of Lynwood will be endangered.

7. Because of that threat to the public health, safety, and welfare, an emergency exists in the City, as the term "emergency" is used in Article XIIIC, section 2(b) of the California Constitution. The City must immediately address that emergency by ensuring that the City has the resources necessary to preserve the public health, safety, and welfare.

8. The identified emergency necessitates that the City Council submit a tax measure to the voters of Lynwood at the November 8, 2016 election, even though such an election would not be consolidated with a general election for a member of the Council.

Potential Revenue from Penny Ballot Measure

Based on an analysis prepared by MuniServices, the City's Property & Sales Tax Consultant, the Penny Ballot Initiative could generate as much as $4.5 million in additional revenue per year. This estimate is based on the City's current businesses.

This is a significant benefit to the City due to the fact that the capture rate is based on Transactions & Use Tax sourcing rules: tax on product shipped on seller's vehicle (i.e. refrigerator from Sears) is allocated to point of delivery only on applicable Transactions & Use Taxes. For the Transaction & Use Tax only and for Auto Sales, the tax is collected and allocated to the tax rate and location of the buyer.

Sales tax add-on measures have become a popular and successful revenue raising tool for cities. In 2016, residents of the City of Long Beach, City of Compton, and City of Cerritos will vote on sales tax increases. A sales tax measure would have the least impact on Lynwood residents.

Fiscal Impact:

The estimated cost of a consolidated election is $36,000 according to estimates provided by the Los Angeles Registrar-Recorder/County Clerk.

The cost for FM3 to conduct survey research to determine Lynwood voters' perceptions and priorities and to ultimately test the viability of various local revenue measure options for the November 8, 2016 presidential election will not exceed $30,000.

The proposed Penny Ballot Initiative could generate as much as $4.5 million in additional revenue per year. This additional revenue could be used to eliminate the structural deficit in the General Fund, build General Fund reserves, fund the annual LA County Public Safety rate increases for Sheriff and Fire Suppression services, maintain and improve infrastructure (City facilities and streets/roads), maintain bond ratings, and increase bond capacity.

Staff recommends that additional sales tax revenue be allocated to three primary areas in the following manner:

1. Maintain and improve infrastructure (City facilities and streets/roads)
2. Fund the annual LA County Public Safety rate increases for Sheriff and Fire Suppression services
3. Build General Fund reserves

Infrastructure	50%	$2,250,000
Public Safety	25%	1,125,000
Build Reserves	25%	1,125,000
Total		**$4,500,000**

Coordinated With:

City Attorney
City Clerk's Office
Attachments

Exhibit A – Full Text of Proposed Ordinance
Resolutions

PROPOSED ORDINANCE NO. 2016-
ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LYNWOOD AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE

Chapter 6 of the City of Lynwood Municipal Code is hereby amended to add a new section 6-2.9 and shall read as follows:

CHAPTER 6-2.9
TRANSACTIONS AND USE TAX

a. Title.
This ordinance shall be known as the City of Lynwood Transactions and Use Tax Ordinance. The City of Lynwood hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

b. Operative Date.
"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

c. Purpose.
This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

1. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance, which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
2. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
3. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and

administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

4. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

d. Contract with State.

Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

e. Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.0% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance. The rate shall remain at one percent (1.0%) for the term of the tax.

f. Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

g. Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1.0% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made. The rate shall remain at one percent (1.0%) for the term of the tax.

h. Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and

Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

i. Limitations on Adoption of State Law and Collection of Use Taxes.
In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

1. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:
   (a) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

   (b) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

   (c) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
      (1) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
      (2) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

   (d) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

2. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

j. Permit Not Required.
If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

k. Exemptions and Exclusions.

1. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

2. There are exempted from the computation of the amount of transactions tax the gross receipts from:

(a) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(b) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(1) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of 1he Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(2) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(c) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

(d) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the leaser is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

(e) For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

3. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property.

(a) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(b) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or

compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(c) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

(d) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

(e) For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(f) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(g) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

4. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

I. Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

m. Enjoining Collection Forbidden.
No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

n. Citizens Oversight Committee.
There shall be a five-person committee of members of the public to review and report on the revenue and expenditure of funds from the tax adopted by this Chapter. Prior to the operative date, the City Council shall adopt a resolution establishing the composition of the committee and defining the scope of its responsibilities. Also prior to the operative date, the City Council shall appoint at least a quorum of the members of the committee; the City Council shall complete the appointment of members of the committee by the end of fiscal year 2016.

o. Superseding Ordinance.
Notwithstanding any other provision of the Lynwood Municipal Code, this Ordinance enacting a 1.0% Transaction (Sales) and Use tax shall supersede any other conflicting Code provisions and shall be the only City imposed Transaction and Use tax.

p. **Expiration of Tax.**
The authority to levy the tax imposed by this Ordinance shall be for a term of ten (10) years. The tax imposed by this Ordinance shall automatically be terminated, without further action by the City Council, or the electors of the city, ten (10) years after the Operative Date. After the termination date, the tax imposed by this chapter can only be continued or reestablished by a majority vote of City votes pursuant to California Proposition 218.

SECTION 2. ENVIRONMENTAL COMPLIANCE.
The findings for this ordinance in compliance with the California Environmental Quality Act ("CEQA") are the same as those set forth in the City's Resolution calling for an election on this Ordinance. The CEQA findings in that Resolution are incorporated herein by reference.

SECTION 3. SEVERABILITY.
If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Lynwood hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

SECTION 4. EFFECTIVE DATE.
This ordinance relates to the levying and collecting of a City transactions and use tax and shall take effect immediately.

INTRODUCED by _____ on this 19th day of July, 2016, and passed to print and approved by the following called vote:

Members of the Council:

AYES:
NOES:

APPROVED by the following vote of the People of the City of Lynwood on November 8, 2016:

YES:
NO:

ADOPTED by Declaration of the vote at the November 8, 2016 election by the City Council of the City of Lynwood on _____, 2016:

Members of the Council:
AYES:
NOE

PROPOSED ORDINANCE NO. 2016-
ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A BUDGET STABILIZATION ("RAINY DAY") FUND

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LYNWOOD AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE

Chapter 6 of the City of Lynwood Municipal Code is hereby amended to add a new section 6-2.10 and shall read as follows:

CHAPTER 6-2.10

a. Title.
This ordinance shall be known as the City of Lynwood "Budget Stabilization Fund" Ordinance, which shall be either a subfund within the City's General Fund or in a separate fund (the "Budget Stabilization Fund"). The City of Lynwood hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

b. Operative Date.
"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of the 2016 Transactions and Use Tax ordinance.

c. Purpose.

The Budget Stabilization Fund shall be used to fund general City operations and activities that would otherwise be reduced in scope due to shortfalls in General Fund structural revenues. For purposes of this Subsection, the phrase "General Fund" revenues means on-going revenues which are available to fund on-going General Fund operations.

d. Transfers into and from the Budget Stabilization Fund.

1. Automatic Deposit of New General Tax Revenues into the Budget Stabilization Fund. The Budget Stabilization Fund shall be funded by an automatic deposit/transfer of one percent (10%) of general tax revenues generated each year by the 2016 Transactions and Use Tax ordinance, commencing with Fiscal Year 2017. For purposes of this subsection, the phrase "new general tax revenues" means all revenues generated from the revenues from the Transactions and Use Tax which was submitted to the voters concurrently with this ordinance.

2. Discretionary Deposits into Budget Stabilization Fund not Prohibited. Nothing in this Chapter shall prohibit the City Council, as part of the budgeting process,

from contributing additional revenues to the Budget Stabilization Fund, as determined in the City Council's sound legislative discretion.

3. Expenditures from the Budget Stabilization Fund. The City Council may expend funds available from the Budget Stabilization Fund in any single fiscal year if the City Council declares a fiscal hardship by a 4/5 vote, requiring the use of such resources to maintain current levels of City services and programs. For purposes of this section, a "fiscal hardship" may be deemed to occur whenever the City Manager, in the proposed budget for a fiscal year, projects a level of General Fund structural revenues that will result in a two percent (2%) or greater reduction in funding for general City services, as compared to the base budget that would be needed to maintain existing services. For purposes of this subsection, the phrase "base budget" means the projected on-going costs needed to maintain the same level of General Fund operations as the prior fiscal year's budget.

4. Maximum balance for Budget Stabilization Fund. At no time shall the balance of the Budget Stabilization Fund exceed five percent (10%) of the City's General Fund structural revenues forecast in the adopted budget for the subsequent fiscal year. Automatic transfers of revenues into the Budget Stabilization Fund as required by Subsection 1 shall be made only to the extent that the Fund balance does not exceed the ten percent (10%) threshold, as calculated above, and any automatic transfer that would result in such an excess balance shall be suspended.

Section 3. Approval by the Voters – Transactions and Use Tax Measure Contingency. Pursuant to California Elections Code Section 9217, this ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of City voting at the Election of November 8, 2016. Notwithstanding the above, this ordinance shall only become effective if the City's Transactions and Use Tax Measure, which is on the ballot for the same Election, is also approved by the eligible voters of the City.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council of the City of Lynwood hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

Section 5. Environmental Compliance.
The findings for this ordinance in compliance with the California Environmental Quality Act ("CEQA") are the same as those set forth in the City's Resolution calling for an election on this Ordinance. The CEQA findings in that Resolution are incorporated herein by reference.

INTRODUCED by _____ on this 19th day of July, 2016, and passed

to print and approved by the following called vote:

Members of the Council:

AYES:
NOES:

APPROVED by the following vote of the People of the City of Lynwood on November 8, 2016:

YES:

NO:

ADOPTED by Declaration of the vote at the November 8, 2016 election by the City Council of the City of Lynwood on _____, 2016:

Members of the Council:
AYES:
NOE

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD UNANIMOUSLY DECLARING A FISCAL EMERGENCY IN THE CITY OF LYNWOOD

WHEREAS, City staff has advised the City Council and Lynwood community of the City's ongoing structural deficit. A combination of circumstances has resulted in projected deficits far beyond the City's capacity to absorb them; and

WHEREAS, the City's flat revenue growth continues to be offset by rising operating costs; and

WHEREAS, beginning in FY 08, the City began implementing a series of General Fund budget reductions. Since that time (with the exception of FY 13 due to the receipt of one-time revenue), expenditures have exceeded revenues and required the use of reserves to balance the General Fund; and

WHEREAS, since FY 08, General Fund expenditures have been cut by over $6.5 million (or 19%). Most cuts are the result of labor reductions. The City cannot sustain further staffing cuts and maintain services for a quality community; and

WHEREAS, to assist the Council in closing the City's structural deficit, in December 2012, City staff (through labor negotiations) agreed to labor concessions including furloughs, suspension of the auto allowance, 6% EPMC Pick-Up, elimination of reportable compensation, cash in lieu of benefits, and elimination of Green Building Certificate Pay; and

WHEREAS, as part of the FY 16 Budget Adoption, several budget cuts were made to reduce $2.5 million deficit to $377K; and

WHEREAS, based on FY 16 year-end estimates, the ending General Fund balance will be $3.6 million. The FY 17 Proposed Budget contains a structural deficit in excess of $2.9 million that, absent new General Fund revenue, can only be met by decreasing Public Safety and other essential services.

WHEREAS, the City has used its available General Fund balance to bridge the structural budget deficit, meaning it will have used nearly all General Fund reserves before the end of FY 17 and will not have enough revenue to cover proposed expenditures, maintain current service levels, and meet the City's reserve policy.

WHEREAS, by cutting City staff and services to the bare minimum necessary to preserve the public health, safety and welfare, and drawing down the City's General Fund balance, the Council has been able to prevent the City from running out of money in the General Fund. However, it is now evident that future General Fund revenue is no longer sufficient to maintain minimum staff and service levels; and

WHEREAS, as a result, maintenance of roads, parks, and other public facilities must be indefinitely deferred. Concerned that further long-term reduction of service levels will have a detrimental effect on the public health, safety, and welfare, the City must increase General Fund revenue sufficiently to enable the City to restore the levels of public services sought by the resident of the City; and

WHEREAS, at this point, the City has taken all reasonable steps available to reduce spending and still has not been able to bring expenditures in line with anticipated revenues; further spending reductions will require more dramatic cuts to essential public services that will result in threats to the general health, safety, and welfare of the residents of and businesses in Lynwood; and

WHEREAS, the City has worked effectively to increase financial stability, transparency, and accountability, but still faces more cuts to essential City services. Without additional revenue, the City will be forced to consider Public Safety and staffing cuts. Further reductions in service levels would mean continuing to allow the City's parks, roads, facilities, landscaping, and street trees to deteriorate, jeopardizing the public health, safety, and welfare, and increasing the costs of maintaining basic infrastructure; and

WHEREAS, additional funding from a Penny Ballot Measure is needed for near and long term financial stability; and

WHEREAS, under California Constitution Article 13C, Section 2(b), when a city council proposes a general tax to the voter, the measure must be submitted to the electors at a regularly scheduled general election at which members of the Council will be elected, unless the Council finds that there is an emergency that justifies placing the proposed tax before the voters at a special election. Since the November 8, 2016 ballot does not include the election of a member of the City Council, the City Council must unanimously declare an emergency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. The City is experiencing an existing and immediate funding crisis, which is the result of factors largely outside of its control, including rapid increases in the cost of employee retirement and health insurance benefits, flat revenue from existing taxes and fees, LA County Public Safety contract increases, and unpredictable State takeaways of local revenue; and

Section 2. The City has taken significant steps to reduce its operational costs. It has eliminated over 72 (or 28%) full-time employees since FY 08.

Section 3. The City has used its available General Fund balance to bridge the structural budget deficit, meaning it will have used nearly all General Fund reserves

before the end of FY 17 and will not have enough revenue to cover proposed expenditures, maintain current service levels, and meet the City's reserve policy; and

Section 4. Because of changes in State law, particularly the approval of Propositions 62 and 218, the City has very few means available for increasing General Fund revenue.

Section 5. Absent a new source of General Fund revenue, the City's ability to maintain staff and service levels is uncertain. Based on FY 16 year-end estimates, the ending General Fund balance will be $3.6 million. The FY 17 Proposed Budget contains a structural deficit in excess of $2.9 million that, absent new General Fund revenue, can only be met by decreasing Public Safety and other essential services.

Section 6. Unless service levels are at least partially restored, public facilities and property will not be properly maintained, public safety standards will degrade, crime and violence will increase, the community will not have adequate and safe recreational opportunities, businesses and families will be discouraged from moving to or remaining in Lynwood, and the health, safety, and welfare of the residents of Lynwood will be endangered.

Section 7. Because of that threat to the public health, safety, and welfare, an emergency exists in the City, as the term "emergency" is used in Article XIIIC, section 2(b) of the California Constitution. The City must immediately address that emergency by ensuring that the City has the resources necessary to preserve the public health, safety, and welfare.

Section 8. The identified emergency necessitates that the City Council submit a tax measure to the voters of Lynwood at the November 8, 2016 election, even though such an election would not be consolidated with a general election for a member of the Council.

Section 9. Accordingly, the City Council of the City of Lynwood unanimously finds and declares the existence of a fiscal emergency within the City of Lynwood.

Section 10. This Resolution shall take effect immediately upon adoption.

Section 11. The City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF JULY, 2016.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Edwin Hernandez, Mayor

ATTEST:

Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

J. Arnoldo Beltrán, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE SUBMISSION TO THE VOTERS OF A QUESTION RELATING TO THE ESTABLISHMENT OF A TRANSACTIONS AND USE TAX AND "RAINY DAY FUND" TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Special Municipal Election shall be held on November 8, 2016; and

WHEREAS, the City Council desires to submit to the voters at the election a question relating to the penny ballot initiative.

WHEREAS, the City Council would also like to submit to the voters a second measure adding a section to the Lynwood Municipal Code to establish a budget stabilization ("rainy day") fund into which ten percent (10%) of the newly created or newly increased 2016 general TUT, if approved, will be deposited and may only be spent in cases of City fiscal hardship declared by 4/5 of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Lynwood, California, on Tuesday, November 8, 2016, a Special Municipal Election for the purpose of considering the establishment of a transactions and use tax in the City of Lynwood.

Section 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the Municipal Election the following question(s):

Lynwood Public Safety and Vital City Services Protection Measure To protect and maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, shall the City of Lynwood establish a one cent sales tax, requiring independent annual financial audits, citizen's oversight and public review of expenditures, with all funds remaining in Lynwood with said tax expiring after 10 years?	**YES** **NO**

Section 3. That the City Council, pursuant to its right and authority, does order submitted to the voters at the Municipal Election the following question(s):

City Of Lynwood Budget Stabilization ("Rainy Day") Fund. To help maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, during economic recessions that cause temporary budget shortfalls, shall the City of Lynwood establish a budget stabilization ("rainy day") fund as part of the General Fund to provide short-term funding for such general services into which ten percent of any new general tax revenues shall be deposited and spent only to balance the budget in cases of City fiscal hardship as declared by 4/5 of the City Council.	**YES**
	NO

Section 4. That the proposed complete text of the Ordinances submitted to the voters are attached as, respectively, Exhibits A and B.

Section 5. That the ballots to be used at the election shall be in form and content as required by law.

Section 6 That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to propertly and lawfully conduct the election.

Section 7. That the polls for the election shall be open at 7 a.m. of the day of the election and shall remain open continuously from that time until 8 p.m. of the same day when the polls shall be closed, pursuant to Elections Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

Section 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding of municipal elections.

Section 9. That notice of the time and place of holding of election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 10. That the City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill. The City Treasurer is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the Measures on the election ballot.

Section 11. This Resolution shall take effect immediately upon adoption.

Section 12. That the City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF JULY, 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quiñonez
City Clerk

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

J. Arnoldo Beltrán
City Manager

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STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the 19TH day of **July, 2016,** and passed by the following vote:

AYES: **COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND HERNANDEZ**

NOES: **NONE**

ABSENT: **NONE**

ABSTAIN: **NONE**

_____
Maria Quiñonez, City Clerk

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned; City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. **2016.**_____ on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this **19TH** day of **July, 2016.**

_____

Maria Quiñonez, City Clerk

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL PRESIDENTIAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Lynwood called a Special Municipal Election to be held on November 8, 2016, for the purpose of submitting to the voters the question relating to the establishment of a transactions and use tax and a "rainy day fund" measure; and

WHEREAS, it is desirable that the Special Municipal Election be consolidated with the Statewide General Presidential election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Los Angeles canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a Special Municipal Election with the Statewide General Presidential election on Tuesday, November 8, 2016.

Section 2. That a measure is to appear on the ballot as follows:

Lynwood Public Safety and Vital City Services Protection Measure To protect and maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, shall the City of Lynwood establish a one cent sales tax, requiring independent annual financial audits, citizen's oversight and public review of expenditures, with all funds remaining in Lynwood with said tax expiring after 10 years?	**YES**
	NO

Section 3. Also, another measure is to appear on the same ballot as follows:

City Of Lynwood Budget Stabilization ("Rainy Day") Fund. To help maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, during economic recessions that cause temporary budget shortfalls, shall the City of Lynwood establish a budget stabilization ("rainy day") fund as part of the General Fund to provide short-term funding for such general services into which ten percent of any new general tax revenues shall be deposited and spent only to balance the budget in cases of City fiscal hardship as declared by 4/5 of the City Council?	**YES**
	NO

Section 4. That the County election department is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 5. That the Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

Section 6. That the City of Lynwood recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 7. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Los Angeles.

Section 8. Notice of the election is hereby given. Additionally, the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 9. The City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

Section 10. That this Resolution shall take effect immediately upon its adoption.

Section 11. That the City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the books of original resolutions.

PASSED, APPROVED AND ADOPTED this 19TH DAY OF JULY, 2016.

Edwin Hernandez,
Mayor

ATTEST:

Maria Quiñonez,
City Clerk

APPROVED AS TO FORM:

David A. Garcia,
City Attorney

APPROVED AS TO CONTENT:

J. Arnoldo Beltrán,
City Manager

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the **19TH** day of **July, 2016,** and passed by the following vote:

AYES: **COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND HERNANDEZ**

NOES: **NONE**

ABSENT: **NONE**

ABSTAIN: **NONE**

Maria Quiñonez, City Clerk

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. **2016.**_____ on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this **19TH** day of **July, 2016.**

_____
Maria Quiñonez, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

WHEREAS, a Special Municipal Election is to be held in the City of Lynwood, California, on November 8, 2016, at which there will be submitted to the voters the following measures:

- "To preserve and maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, shall the City of Lynwood establish a one cent sales tax, requiring independent annual financial audits, citizen's oversight and public review of expenditures, with all funds remaining in Lynwood with said tax expiring after 10 years?"

- "To help maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, during economic recessions that cause temporary budget shortfalls, shall the City of Lynwood establish a budget stabilization ("rainy day") fund as part of the General Fund to provide short-term funding for such general services into which ten percent of any new general tax revenues shall be deposited and spent only to balance the budget in cases of City fiscal hardship as declared by 4/5 of the City Council?"

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the City Council authorizes the following member(s) of its body

Mayor Edwin Hernandez	(Councilmember In Favor)
Mayor Pro Tem Aide Castro	(Councilmember In Favor)
Councilmember Salvador Alatorre	(Councilmember In Favor)
Councilmember Maria T. Santillan-Beas	(Councilmember In Favor)
Councilmember Jose Luis Solache	(Councilmember In Favor)

to file (a) written argument(s) not exceeding 300 words regarding the City measure specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

Section 2. The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The Form of Statement to be Filed by Author(s) of Argument(s) shall accompany the argument(s), as required by Section 9600 of the Elections Code of the State of California.

Section 3. The City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

Section 4. The deadline to submit arguments for or against either of the City Measures pursuant to this Resolution is declared by the County Clerk to be Friday, August 19, 2016, at 5:00 p.m. Each argument shall not exceed three hundred (300) words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

Section 5. Rebuttal Arguments. When the City Clerk has selected the primary arguments for and against each of the City Measures which will be printed and distributed to the voters, the Clerk shall send copies of the primary argument in favor of each Measure to the authors of the primary argument against, and copies of the primary argument against to the authors of the primary argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding two hundred fifty (250) words. The rebuttal arguments shall be filed with the City Clerk not later than Monday, August 29, 2016 at 5:00 p.m. Rebuttal arguments shall be printed in the same manner as the primary arguments. Each rebuttal argument shall immediately follow the primary argument which it seeks to rebut.

Section 6. That this Resolution shall take effect immediately upon adoption.

Section 7. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 8. Notice of the election is hereby given. Additionally, the City Clerk is

authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 9. The City Clerk shall certify to the passage and adoption of this City Council Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF JULY, 2016.

_____
Edwin Hernandez,
Mayor

ATTEST:

_____
Maria Quiñonez,
City Clerk

APPROVED AS TO FORM:

_____
David A. Garcia,
City Attorney

APPROVED AS TO CONTENT:

_____
J. Arnoldo Beltrán,
City Manager

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STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the 19th day of **July, 2016,** and passed by the following vote:

AYES: **COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND HERNANDEZ**

NOES: **NONE**

ABSENT: **NONE**

ABSTAIN: **NONE**

_____
Maria Quiñonez, City Clerk

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. **2016.**_____ on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this **19th** day of **July, 2016.**

_____
Maria Quiñonez, City Clerk

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council
Honorable President and Members of the Lynwood Utility Authority

APPROVED BY: Arnoldo Beltran, City Manager/Executive Director

PREPARED BY: Amanda Hall, Director of Finance

SUBJECT: Approval of Bond Counsel and Bond Underwriter for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale

Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority adopt the attached resolution entitled:

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

- A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

Background:

Requests for Qualifications were sent to ten (10) bond counsel firms and thirteen (13) bond underwriter firms. Responses were received from the following firms:

Bond Counsel Firms	Bond Underwriter Firms
Hawkins Delafield & Wood LLP	Cabrera Capital Markets
Jones Hall	Hilltop Securities
Kronick, Moskovitz, Tiedemann & Girard	Piper Jaffray & Co.

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Norton Rose Fulbright US LLP	Ramirez & Co.
Nossaman LLP	Raymond James & Associates, Inc
Orrick, Herrington & Sutcliffe LLP	RBC Capital Markets, LLC
Richards Watson & Gershon	Stifel, Nicolaus & Company, Inc.
Sidley Austin LLP	
Stradling Yocca Carlson & Rauth	

After careful consideration of the responses received, the following firms were selected for in-person interviews:

Bond Counsel Firms	Bond Underwriter Firms
Hawkins Delafield & Wood LLP	Hilltop Securities
Nossaman LLP	Ramirez & Co.
Orrick, Herrington & Sutcliffe LLP	RBC Capital Markets, LLC
	Stifel, Nicolaus & Company, Inc.

Interviews were held at City Hall on May 24, 2016. The interview panel included the City Manager, Finance Director, and Lalo Trujillo, Financial Advisor, Mission Trail Advisors.

All firms interviewed demonstrated good knowledge of the City and Lynwood Utility Authority, and showed that they would each be capable of assisting the City and Authority with the proposed bond refinancing as well as any subsequent bond financing where their services might be needed. Upon deliberation, the interview panel concluded that Nossaman LLP and Ramirez & Co. stood out from the group and should be selected as bond counsel and bond underwriter, respectively.

Discussion and Analysis:

Staff recommends that the City and Authority accept the selection of Nossaman LLP and Ramirez & Co. as bond counsel and bond underwriter, respectively, for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

Fiscal Impact:

The approval of the recommended firm selections has no fiscal impact to the City or Authority as their fees, which will be negotiated to reflect market rates, will be paid from the proposed bond refinancing.

At present, considering current market rates and all fees and costs, the City and Authority can expect to save approximately $120,000 per year from the proposed refunding. However, the staff will also explore and present to City Council and the Authority Board

potential options to leverage the savings for new bonds the proceeds from which can be used to fund new projects.

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH NOSSAMAN LLP AS BOND COUNSEL FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

WHEREAS, the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds are eligible for refunding; and

WHEREAS, given current market conditions, the City and Authority can expect to save approximately $120,000 per year from the proposed refunding; and

WHEREAS, staff recommends refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

WHEREAS, staff recommends the selection of Nossaman LLP as bond counsel for the proposed refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

WHEREAS, Lynwood Municipal Code 6-3.13.a.3 section authorizes the City Council to dispense with formal bidding requirements when the services may be acquired more economically and efficiently through direct negotiations.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council and the Lynwood Utility Authority authorizes the Mayor/President to execute a contract with Nossaman LLP as bond counsel for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A public sale.

Section 2. The City Council and the Lynwood Utility Authority by at least 4/5ths vote, hereby finds that the quality services provided by ALS and reduced costs justify dispensing with the formal bidding requirements per Lynwood Municipal Code section 6-3.13.a.3.

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this City Council and Lynwood Utility Authority Resolution.

PASSED, APPROVED and ADOPTED this 19th day of July 2016.

Edwin Hernandez, Mayor/President

ATTEST:

Maria Quinonez
City Clerk/Secretary

Amanda Hall
Finance Director

APPROVED AS TO FORM:

David A. Garcia
City Attorney/Authority Counsel

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY APPROVING A CONTRACT WITH RAMIREZ & CO. AS UNDERWRITER FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A PUBLIC SALE AND FOR THE MAYOR/PRESIDENT TO EXECUTE THE AFOREMENTIONED CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY/AUTHORITY COUNSEL

WHEREAS, the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds are eligible for refunding; and

WHEREAS, given current market conditions, the City and Authority can expect to save approximately $120,000 per year from the proposed refunding; and

WHEREAS, staff recommends refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds; and

WHEREAS, staff recommends the selection of Ramirez & Co.as underwriter for the proposed refunding of the 2008 Series A and 2009 Series A Lynwood Utility Authority bonds and

WHEREAS, Lynwood Municipal Code 6-3.13.a.3 section authorizes the City Council to dispense with formal bidding requirements when the services may be acquired more economically and efficiently through direct negotiations.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD AND THE LYNWOOD UTILITY AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council and the Lynwood Utility Authority authorizes the Mayor/President to execute a contract with Ramirez & Co. as underwriter for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A public sale.

Section 2. The City Council and the Lynwood Utility Authority by at least 4/5ths vote, hereby finds that the quality services provided by ALS and reduced costs justify dispensing with the formal bidding requirements per Lynwood Municipal Code section 6-3.13.a.3.

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this City Council and Lynwood Utility Authority Resolution.

PASSED, APPROVED and ADOPTED this 19th day of July 2016.

Edwin Hernandez, Mayor/President

ATTEST:

Maria Quinonez
City Clerk/Secretary

Amanda Hall
Finance Director

APPROVED AS TO FORM:

David A. Garcia
City Attorney/Authority Counsel

AGENDA STAFF REPORT

DATE: July 19, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager

PREPARED BY: Erika Ramirez, Interim Director Development, Compliance & Enforcement Services

SUBJECT: Agreement with Infrastructure Engineers for Professional Plan Check and Building Inspection Services

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING A CONTRACT WITH INFRASTRUCTURE ENGINEERS FOR PROFESSIONAL PLAN CHECK AND BUILDING INSPECTION SERVICES AND FOR THE MAYOR TO EXECUTE THE CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY THROUGH AUGUST 5, 2018 FOR A NOT TO EXCEED AMOUNT OF $465,000"

Background:

The agreement between the City of Lynwood ("City") and Infrastructure Engineers, ("IE") was approved by City Council on August 5, 2014 via Resolution No. 2014.134. The agreement authorizes IE to provide professional Plan Check and Building Inspection Services to the City. The agreement commenced on August 5, 2014 and is set to terminate on August 5, 2016.

At the regular meeting of the Lynwood City Council on June 21, 2016, staff introduced a contract extension for a term of 10 months and an expiration date of June 30, 2017 and a maximum contract amount of $233,000. Council directed staff to bring back a proposed agreement between the City and Infrastructure Engineers (IE) for a two (2) year term and with an hourly plan check rate of $89 for the first year and a reduced plan check rate for the second year.

Staff met with IE, and IE agreed to charge the current plan check rate of $89 from August 5, 2016 to August 5, 2017 and $87 from August 6, 2017 to August 5, 2018.

Discussion & Analysis:

Infrastructure Engineers ("IE") has been providing municipalities with various engineering services for over 20 years. The Department continues to require the

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services of a consulting firm to provide plan check services, both in-house and off-site, a building inspector on an as needed basis, and the two daily technicians. Projected FY 16 and 17 costs are based on the costs incurred in FY 15 and the proposed rates for the term of the contract. In addition, it is projected that the building inspector will be contracted for approximately 220 hours to cover the various time off which the City building inspector may request as entitled by City policy. The total anticipated cost for the term of the contract is $465,000, specifically $233,000 for year one and $232,000 for year two.

Fiscal Impact:

The Department's proposed FY16 Budget includes the contract amount of $233,000.

Attachment:

Resolution
Agreement

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH INFRASTRUCTURE ENGINEERS FOR PROFESSIONAL PLAN CHECK AND BUILDING INSPECTION SERVICES AND FOR THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT IN A FORM APPROVED BY THE CITY ATTORNEY THROUGH AUGUST 5, 2018 FOR A NOT TO EXCEED AMOUNT OF $465,000"

WHEREAS, the City Council of the City of Lynwood adopted Resolution No. 2014.134 on August 5, 2014 and entered into an agreement with Infrastructure Engineers ("IE")to provide professional Plan Check and Building Inspection Services; and

WHEREAS, the contract with IE is scheduled to expire on August 5, 2016; and

WHEREAS, IE has performed 375 in-house plan checks and 196 off-site plan checks, 180 hours of building inspections and over 10,603 hours of over the counter, and building and planning support to the Department; and

WHEREAS, to maintain the existing level of service from the Planning & Building & Safety Division the Department requires contractual professional services for Plan Check and Building Inspection services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council of the city of Lynwood approves and authorizes the City Manager to negotiate a contract with Infrastructure Engineers to provide professional Plan Check and Building Inspection Services.

Section 2. The City Council further directs that the total budget for the negotiated contract does not exceed the sum of $465,000 and a maximum term of two years.

Section 3. Except as provided above, terms and conditions of agreement shall be negotiated by the City Manager.

Section 4. The City Council authorizes the Mayor to execute the aforementioned contract amendment in a form approved by the City Attorney.

Section 5. This resolution shall take effect immediately upon its adoption.

Section 6. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 19th day of July, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

J. Arnoldo Beltrán
City Manager

Erika Ramirez, Interim Director
Development Services

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of July 19, 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
Maria Quinonez
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and forgoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this 19th day of July, 2016

_____
Maria Quinonez
City Clerk, City of Lynwood

CONSULTING SERVICES AGREEMENT

This agreement ("Agreement") is made as of August 5, 2016 by and between the City of Lynwood, a municipal corporation ("City") and Infrastructure Engineers ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide consulting services to' City as set forth in the attached Exhibit A; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

   A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A.**

   B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A.**

1 Term Agreement. This Agreement shall commence on August 5, 2016 (the "Commencement Date") and shall terminate on August 5, 2018 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement or the "Parties" agree to an extension.

2 Compensation.

   A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A.** Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services preformed or the hours spent on each service.

   B. Total payment to Consultant pursuant to this Agreement shall not exceed [Four Hundred Sixty Five Thousand Dollars ($465,000)], which shall be payable in monthly installments as the work of the consultant has been performed and shall not exceed two hundred thirty three dollars ($233,000) in year one and two hundred thirty two dollars ($232,000) in year two, inclusive of all expenses incurred subsequently pursuant to subsection C, below.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties the provisions of the other exhibit(s) to control.

5. Addresses.

City
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: J. Arnoldo Beltrán, City Manager

Consultant
Infrastructure Engineers
1815 E. Helim Avenue, Suite No. 100
Orange, CA 92865
Attn: Sid Mousavi, P.E.

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A-Scope of Services and Time of Performance (three (3) pages)
Exhibit B-General Terms and Conditions (eight (8) pages)

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY

CITY OF LYNWOOD

By: _____ Date: _____
Edwin Hernandez, Mayor

CONSULTANT

INFRASTRUCTURE ENGINEERS

By: _____ Date: _____
Sid Mousavi, President

ATTEST:

By: _____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

By: _____

David A. Garcia, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

CONSULTANT in accordance with the prescribed procedures of the city and with the concurrence of the appointing authority; the Building Official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official for the inspection maintenance of new and existing properties.

2. PLAN CHECKING

CONSULTANT upon request of the CITY shall review plans prepared by or on behalf of an applicant for compliance with the Building laws of the CITY and State. When satisfied that the plans comply with the Building laws of the City and State, CONSULTANT shall approve plans and forward the plans and written evidence of approval to City of issuance of permit to the applicant. Consultant shall be compensated under the following amounts for the services described below:

A. Complete Plan Review is to be an hourly rate of $89.00 in year one, from August 5, 2016 to August 5, 2017 and an hourly rate of $87.00 in year two, from August 6, 2017 to August 5, 2018.

B. Repetitive plan checks shall be shall be Sixty (60%) of the Model Homes and Sixty Percent (60%) of the plan check fees established by the City for repetitive Home plans.

C. Accelerated or Fast Tracking will be charged when only requested by the City at regular fee plus fourteen Percent (14%) of plan check.

D. Consultant allows only one initial check and two subsequent recheck submittals under above mentioned fees. Any plans going beyond two rechecks may charge additional hourly rates.

E. ELECTRICAL PLAN CHECK: An hourly rate of $85.00.

F. PLUMBING PLAN CHECK: An hourly rate of $89.00 in year one, from August 5, 2016 to August 5, 2017 and an hourly rate of $87.00 in year two, from August 6, 2017 to August 5, 2018.

G. MECHANICAL PLAN CHECK: An hourly rate of $89.00 for year one, from August 5, 2016 to August 5, 2017 and an hourly rate of $87.00 for year two, from August 6, 2017 to August 5, 2018.

H. TITLE 24 ENERGY: An hourly rate of $89.00 in year one, from August 5, 2016 to August 5, 2017 and an hourly rate of $87.00 in year two, from August 6, 2017 to June 30, 2018.

I. TITLE 24 DISABLE ACCESS: An hourly rate of $89.00 per hour in year one, from August 5, 2016 to August 5, 2017 and an hourly rate of $87.00 in year two, from August 6, 2017 to August 5, 2018.

J. Grading Plan Check Review fees and other related civil engineering work. This work is not included on the complete plan check scope of work. Fees to be established by the City or Ninety-five dollars ($95.00) per hour, whichever fee is the lesser of the two, with a minimum -fee of Ninety-five dollars ($95.00).

3. BUILDING INSPECTIONS

CONSULTANT upon request of the CITY shall provide building observation services during the course of construction to enforce compliance with the conditions of approval, provisions of the CITY'S Building laws and the Code requirements set forth on the approved plans for which a permit was issued. In the performance of such duties CONSULTANT shall observe each project at the completion of the various stages of construction for compliance with the appropriate CITY and State code.

A. Compensation for hourly rate for Building Official Services: Ninety-Eight dollars ($98.00) per hour.
B. Hourly rate for Registered Engr. /Plans Examiner Services: Eighty-Nine dollars ($89.00) per hour.
C. Hourly rate for Inspection Services: Fifty-Nine dollars ($59.00) per hour.
D. Mileage is $0.60 per mile if the City does not provide transportation for the performance of this duty.

4. PLAN TECHNICIAN

CONSULTANT upon request of the CITY shall provide the services of a plan technician to cover the counter answer phone calls and issue permits.

A. Compensation for hourly rate for Permit Technician Services: Forty-five dollars ($45.00) per hour.

5. IN-HOUSE PLAN CHECK

CONSULTANT upon request of the CITY shall provide a plan checker to perform in-house plan check one day a week for three hours per day or on an as-needed basis.

A. Compensation for hourly rate for In-house Plan-Check: Eighty-Nine dollars ($89.00) per hour.
B. Rechecks done over the counter when applicant has pre-paid services shall be on the consultant's plan check time.

6. PLAN DELIVERY

CONSULTANT upon request of the CITY shall provide transportation from his/her place of business to the City of Lynwood-for pick-up -and delivery of plans for the first check and all rechecks at no additional cost to the city.

7. TURN-AROUND TIME

CONSULTANT upon request of the CITY shall return the plans to the City for the first plan check as follows:

TYPE OF PLAN CHECK INITIAL CHECK RECHECK

A. Single Family & Light Commercial 5 working days 5 working days
B. Multi-Family & Light Commercial 10 working days 7 working days
C. Complex Non-Residential 10 working days 7 working days
D. Complex Commercial 10 working days 7 working days
E. Other timetables available upon request

8. PLAN CHECK FEES

CONSULTANT upon request of the CITY shall do the calculation, invoicing, and billing method for Building Plan Check related fees, based on the City of Lynwood's adopted fee schedule.

9. PLAN CHECK RELATED MEETINGS

CONSULTANT upon request of the CITY shall attend any required meetings, connected with the plan review or field inspection of the projects.

A. Compensation for hourly rate for Plan-Check Related Meetings: Eighty Nine dollars ($89.00) per hour with a minimum fee of one hundred seventy dollars ($170.00).

EXHIBITB

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by the Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees dues to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee The City Manger or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit A. Those specified in Exhibit A, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The Development Services Director shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skill in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect an hold harmless Indemnitees from and against, any all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "claims"), which Indemmnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provision of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure to the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City May have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs -must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicle, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Worker's 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.;

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date ofthis Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured sot the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above , and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, employees of the City. Consultants covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination ofthis Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall be the subject of a copyright application by Consultant.

7. **Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or-which would conflict in any manner with the performance of its services hereunder; Consultant further covenants that, in performance of this Agreement, the appearance of having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, from the vending of services to City as a result of the performance of this Agreement, or the services that maybe procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. **Termination for Cause.** Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant, The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to the City the product of the services in accordance with written instruction of City.

9. **Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant, or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require

Consultant to exclude any employee from performing services on City's premises.

10. **Financial Condition.** Prior to entering into this Agreement Consultant submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by the City.

11. **Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such non-discrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. **Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any Consultant's hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void an of no effect.

13. **Performance Evaluation.** For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by the City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. In any

noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all time comply with such laws, ordinances, codes and regulations., The City its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required ofit by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other conditions of performance under this Agreement, In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by the Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any -number of counterparts, each of which shall be deemed to be the original, and all which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect. . ~~_

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreementbetween Consultant and City. This Agreement supersedes all-prior--oral orwritten negotiations, representations or: agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to t1 1is Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance ofits obligations hereunder.