

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.

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

SEPTEMBER 6, 2016

COUNCIL CHAMBERS

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

EDWIN HERNANDEZ
MAYOR

AIDE CASTRO
MAYOR PRO-TEM

MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER

CITY MANAGER
J. ARNOLDO BELTRÁN

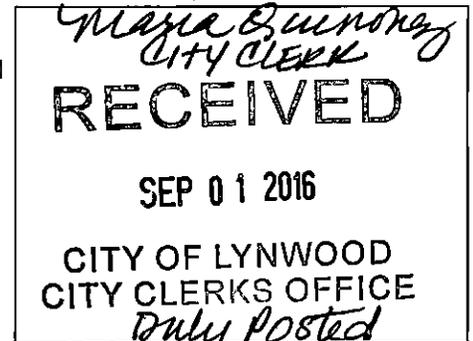
CITY CLERK
MARIA QUINONEZ

SALVADOR ALATORRE
COUNCILMEMBER

JOSE LUIS SOLACHE
COUNCILMEMBER

CITY ATTORNEY
DAVID A. GARCIA

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
 - Business of the Month
 - Transit Area Specific Plan Video Presentation
 - 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

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 HEARING

8. PUBLIC HEARING TO ADOPT LYNWOOD TRANSIT AREA SPECIFIC PLAN AND LYNWOOD TRANSIT AREA SPECIFIC PLAN EIR

Comments:

Funded by the Metro Transit Oriented Development (TOD) Planning Grant, the Lynwood Transit Area Specific Plan (TASP) is a document to provide policy direction and guidance on how the Long Beach Transit Oriented District area of Lynwood will develop into a new transit oriented district with a mix of residential, commercial, industrial, public, and open space uses. The Specific Plan will not only provide the general vision and broad policy concepts to guide development for new residential and mixed-use development, but also provide the details on the type, site location, and intensity of uses, define the capacity and design of needed public improvements and infrastructure, and determine the resources necessary to finance and implement the public improvements and infrastructure needed to support the vision for the new transit oriented district.

The primary goal of the Lynwood Transit Area Specific Plan is to develop transit-oriented solutions that address safety, aesthetics, signage and other amenities in creating a unified design concept that encourages more walking and biking, promotes public health and upgrades the physical environment through a series of landscaping and public amenities.

To this end, the work has produced the draft SB 375-Ready Program Environmental Impact report (EIR) that will provide an easy to-understand overview of the impacts associated with implementation of the Transit Area Specific Plan, so that decision-makers can make informed decisions about the policies and implementation programs. The Program EIR

(PEIR) has been prepared to analyze the potential impacts of the Draft Lynwood Transit Area Specific Plan and also positions the City of Lynwood to take full advantage of SB 375 streamlining provisions. These efforts will assist the City of Lynwood in adopting a SB 375-compliant plan that assists the in City achieving regional carbon reduction targets through the adoption of vehicle trip-reducing land use patterns and infrastructure facilities. Statewide goals for carbon reduction are articulated in the landmark AB 32 legislation, and SB 375 provides the land use incentives to help in meeting the targets. Thus, Lynwood's planning effort will not only revitalize an outmoded and inefficient land use pattern in an important sector of the city, but will directly align with AB 32 objectives. The Draft Plan and EIR are presented to Council at this Public Hearing for consideration and approval for adoption. (DCE)

Recommendation:

At the conclusion of the Public Hearing staff recommends the City Council take the following actions:

1. Adopt Resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL ADOPTING THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES";
2. Adopt Resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL, APPROVING AN AMENDMENT TO THE LYNWOOD GENERAL PLAN LAND USE MAP DESIGNATION, TO IMPLEMENT THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES";
3. Adopt Resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING THE FINDINGS OF FACT REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES"

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.

9. **MINUTES OF PREVIOUS MEETINGS:**
 - Regular Meeting – June 21, 2016
 - Special Meeting – July 5, 2016
 - Regular Meeting – July 5, 2016
 - Special Meeting – August 16, 2016 (1 of 2)
 - Special Meeting – August 16, 2016 (2 of 2)
 - Regular Meeting – August 16, 2016

10. APPROVAL OF THE WARRANT REGISTERS

Comments:

City of Lynwood warrant registers dated September 6, 2016 for FY 2015-2016 and FY 2016-2017. (FIN)

Recommendation:

Staff recommends that the City Council approve the warrant registers.

11. PURCHASE AND SERVICE AGREEMENTS EXECUTED UNDER THE CITY MANAGER'S AUTHORITY \$15,000 PURCHASING AUTHORITY FOR THE PERIOD OF APRIL 1, 2016 THROUGH JUNE 30, 2016

Comments:

The City of Lynwood Purchasing Procedures (established by Ordinance No. 1571, Section 6-3.10) gives the City Manager (the City's Purchasing Officer) authority to sign on behalf of the City of Lynwood, all purchase orders and/or contracts for procuring supplies, equipment, routine services, and professional services which do not exceed a total of Fifteen Thousand Dollars (\$15,000). (FIN)

Recommendation:

Staff recommends that the City Council receive and file this report.

12. SPECIAL EVENT PERMIT FOR JALISCO Y AMIGOS - 3100 E. IMPERIAL HIGHWAY (PLAZA MEXICO)

Comments:

Lynwood Municipal Code Section 4-8. outlines the administrative process to consider certain types of small scale, short term entertainment and events. In addition, criteria is provided to qualify a special permit or event for the streamlined processed. In accordance with said criteria, the Special Event Application submitted by Maximilian Flores, Chief Officer for Fundación Jalisco USA, on August 5, 2016, qualified for the administrative streamline special permit process. The applicant has proposed to conduct a six (6) day event, "Fiestas Patrias" at 3100 E. Imperial Highway in the Plaza Mexico main courtyard. The application was administratively approved on August 25, 2016. The event is to take place from Thursday, September 8, 2016 to September 15, 2016. Festivities will begin each day at noon and conclude at 10:00 pm. Because of the size and duration of the event, the application is being presented to the City Council for informational purposes. (DCE)

Recommendation:

Staff recommends that the City Council receive and file the Special Event Permit for Jalisco y Amigos event.

13. SPECIAL PERMIT FOR LIVE ENTERTAINMENT - 10700 ALAMEDA STREET, ALAMEDA BANQUET HALL

Comments:

Ms. Ofelia Franco has submitted a request to conduct live entertainment at the Alameda Banquet Hall, located at 10700 Alameda Street. Entertainment will consist of a DJ and live acoustical music in a previously approved banquet hall from 9:00 a.m. to 2:00 a.m. seven days a week. (DCE)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE LYNWOOD CITY COUNCIL CONDITIONALLY APPROVING LIVE ENTERTAINMENT TO INCLUDE A DJ AND ACOUSTICAL MUSIC AT THE ALAMEDA BANQUET HALL LOCATED AT 10700 ALAMEDA STREET IN THE C-3 (HEAVY COMMERCIAL) ZONING DISTRICT, CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA".

14. AMENDMENT OF CONTRACT WITH HUSHMAND ASSOCIATES, INC. FOR GEOTECHNICAL AND SOILS ENGINEERING SERVICES FOR THE INTERSECTION OF STATE STREET AND CEDAR AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.031

Comments:

Staff is recommending to renew the contract with Hushmand Associates, Inc. for the State Street and Cedar Avenue Street Improvement Project.

On May 26, 2016, the City advertised for the construction of State Street and Cedar Avenue intersection repairs through an informal bidding procedure, and All American Asphalt was the apparent lowest responsible bidder in the amount of \$124,860 with an alternate bid item in the amount of \$75,000.

Since the total cost of the geologist was difficult to predict before the injection operation, the City requested from Hushmand Associates to perform the work on Time and Material basis. A final and total cost was established to the professional geologist at the end of the project to be \$7,915. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING THE EXISTING AGREEMENT BETWEEN THE CITY AND HUSHMAND ASSOCIATES, INC. IN THE AMOUNT OF NOT EXCEED \$7,915.00 FOR COMPLETION OF THE GEOTECHNICAL AND SOILS ENGINEERING SERVICES FOR THE INTERSECTION OF STATE STREET AND CEDAR AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.031 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

15. PROPOSED ENVIRONMENTAL CONSULTING AND REMEDIATION SERVICES BY TETRA TECH FOR THE 11600 LONG BEACH BLVD SITE AREA

Comments:

The City is currently undergoing remediation activities and intends to prepare a Remedial Action Plan (RAP) for the 11600 Long Beach Blvd Site area. In order to do so, the City must engage an environmental consulting firm to complete the review with the Department of Toxic Substances (DTSC) and prepare reports for the Regional Water Quality Control Board. Leo Rebele has represented the City regarding this issue in the past. He was employed by Gannett Fleming and now is employed by Tetra Tech, Inc. Based on history and his intimate knowledge of the City's environmental challenges; it is recommended that the City enter into an agreement with Tetra Tech to continue remediation activities and to further assist the City with the current environmental issues faced at the environmentally challenged site. A vote of a 4/5 majority will be required to by-pass the RFP process. The historical knowledge and experience of the Tetra Tech team provide a unique situation that is both economically feasible and more efficient than the process of engaging potential new

consultants to assist the City on projects that have taken years to develop. Once the RAP is complete, it can then be used as a tool to further understand the cost and extent required to remediate the contaminated property. (DCE)

Recommendation:

Staff respectfully requests that the City adopt the following resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL AUTHORIZING AN AGREEMENT WITH TETRA TECH FOR ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE PROPERTY LOCATED 11600 LONG BEACH BOULEVARD FOR A NOT TO EXCEED AMOUNT OF \$254,000 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID AGREEMENT".

16. ADOPTION OF THE SUPPLEMENTAL SPEED SURVEY/ENGINEERING AND TRAFFIC STUDY

Comments:

Per California Vehicle Code sections 627, 22357, 22358 and 40802, an Engineering and Traffic Study or Speed Zone Study is required every 5 years in order to set and enforce speed limits by radar or other electronic devices. The last Speed Zone Study was conducted in 2002 which expired in year 2007.

On April 19, 2016, the City Council authorized a Request for Proposal (RFP) for engineering and traffic study/ Speed Zone Study from qualified traffic engineering firms.

The Engineering and Traffic study/ Speed Zone Study is now complete and staff is recommending adopting such survey to enforce speed limits by radar or other electronic devices. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE SUPPLEMENTAL SPEED SURVEY PREPARED BY INFRASTRUCTURE ENGINEERS AS THE REQUIRED ENGINEERING AND TRAFFIC STUDY REQUIRED BY SECTION 627 OF THE CALIFORNIA VEHICLE CODE".

17. CLAIM FOR DAMAGES BY ABRAHAM SANDOVAL

Comments:

On June 20, 2016, Mr. Sandoval filed a claim for damages, seeking reimbursement for the clearing of his sewer lateral that was allegedly clogged by the root intrusion of a City owned tree. Mr. Sandoval's property is located at 11165 Louise Avenue in Lynwood. He seeks reimbursement in the amount of \$2,859.70. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Abraham Sandoval and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

18. CLAIM FOR DAMAGES BY DENISHA SMITH

Comments:

Denisha Smith filed a claim on July 12, 2016 for an incident which occurred on July 7, 2016. Ms. Smith dropped off her daughter for open swim session at the Natatorium. An unknown person stole the cell phone of Ms. Smith's daughter after she left it in her backpack unsecured on a bench in the female locker room of the Natatorium. Ms. Smith seeks reimbursement of the Iphone 6S in the amount of \$700.00. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Denisha Smith and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

19. CLAIM FOR DAMAGES BY CARMENCITA COOPER

Comments:

On July 27, 2016, Ms. Cooper filed a claim for damages alleging property damage due to a tree branch that fell on her vehicle (1990 Acura Legend) on July 20, 2016. The vehicle was parked in front of 4705 Carlin in the City of Lynwood, CA. Ms. Cooper seeks \$1,076.20 for the repair of her vehicle. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Carmencita Cooper and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

20. CLAIM FOR DAMAGES BY ANA PACHECO

Comments:

On August 2, 2016, Ms. Pacheco filed a claim for damages alleging property damage due to a tree branch that fell on her vehicle (2012 Nissan Quest) on July 26, 2016. The vehicle was parked in front of 10810 Capistrano in the City of Lynwood, CA. Ms. Pacheco seeks 2,046.76 for the repair of her vehicle. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Ana Pacheco and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

21. ACCEPT BID AND AWARD CONSTRUCTION CONTRACT TO TOBO CONSTRUCTION INC. FOR THE CONSTRUCTION OF THE CITY HALL ANNEX PROJECT (CIP NO. 67-011)

Comments:

On July 5, 2016, the City Council authorized staff to issue a Notice Inviting Bids for the construction of the City Hall Annex. On August 24, 2016, the City Clerk's Office received fourteen bids. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD ACCEPTING BID AND APPROVING AN AWARD OF CONSTRUCTION CONTRACT TO TOBO CONSTRUCTION INC. FOR AN AMOUNT OF \$5,472,000 FOR THE CONSTRUCTION OF THE CITY HALL ANNEX (CIP NO. 67-011)."

22. APPROVAL OF RESTATED CONTRACT FOR NES GRAFFITI ABATEMENT CONTRACT

Comments:

On February 15, 2011, the City entered into agreement with Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation for graffiti abatement services. The initial agreement was for one-year term from April 1, 2011 through March 31, 2012 for a monthly rate of \$3,900. The contract was for a one person crew providing graffiti abatement services 8 hours per day on Friday, Saturday, and Sunday.

On March 20, 2012, the City entered into a contract amendment for a seven year term from April 1, 2012 through March 31, 2019 for a monthly rate of \$3,900. The monthly rate was subject to an annual CPI increase beginning on April 1, 2014. There were no other changes in the terms of the contract.

Under the provision for services, the agreement called for an additional payment for staffing requested by the City. The City recently reached agreement with the contractor to resolve all claims pending for additional services through August 2016.

In order to avoid future claims and conflicting positions pertaining to the services under the agreement, contractor and the City wish to restate the contract to include detailed clarification of specific terms and conditions, supercede the existing contract and provide for additional monitoring of the services by the city to insure prompt response, document services provided, and evaluate the effectiveness of contractor in rendering the services under the agreement. (CM)

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 THE RESTATED CONTRACT WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR GRAFFITI ABATEMENT SERVICES TO SUPERCEDE THE CURRENT CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY."

NEW/OLD BUSINESS

23. REQUEST FOR FEE WAIVER AND BATEMAN HALL FACILITY USE

Comments:

On July 5, 2016, staff received and began to process an application from the Council of Mexican Federations (COFEM) for rental use of Bateman Hall for an event proposed for October 8, 2016. The applicant is now requesting a waiver of fees for the event. (REC)

Recommendation:

Staff recommends that the City Council review a request by the Council of Mexican Federations (COFEM) for a reduction in fees, consider staff's recommendation on the matter and approve one of the following options:

1. Direct staff to process and complete the facility use application as a full-rate rental.
2. Direct staff to process and complete the facility use application at the proposed non-profit discount rate.
3. Direct staff to process and complete the facility use application with full fee waiver and adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF THE BATEMAN HALL AUDITORIUM AND ROOM #2 AND WAIVING THE RENTAL FEES IN THE AMOUNT OF \$1,876."
4. Another option as deemed appropriate by the City Council.

24. ORDINANCE ADDING CHAPTER 4 SECTION 34 TO TITLE 4 LICENSING AND BUSINESS REGULATIONS OF THE LYNWOOD MUNICIPAL CODE RELATING TO THE LICENSING AND REGULATION OF MEDICAL CANNABIS CULTIVATION- AND MANUFACTURING-RELATED BUSINESSES IN THE CITY OF LYNWOOD

Comments:

Ordinance adding Chapter 4 Section 34 to Title 4 Licensing and Business Regulations of the Lynwood Municipal Code relating to the licensing and regulation of Medical Cannabis Manufacturing- and Cultivation-related businesses in the City of Lynwood. This Ordinance would permit business activities related to the cultivation and manufacturing of medical cannabis subject to obtaining a permit with the City and satisfying all applicable local and state protection measures and rules. (CA)

Recommendation:

1. Approve Resolution of the City Council of the City of Lynwood demonstrating an intent that the Planning Commission initiate a change in the City's Zoning Code to allow Medical Cannabis Cultivation- and Manufacturing-Related Businesses as a permitted land use in certain districts in the City of Lynwood;
2. Waive full reading, by title only, and introduce for first reading Ordinance No. ____ adding Chapter 4 Section 34 to Licensing and Business Regulations of the Lynwood Municipal Code entitled "MEDICAL CANNABIS BUSINESSES AND ACTIVITY."

25. STREET CLOSURE AND BUDGET ALLOCATION FOR THE CITY'S 2016 ANNUAL CANDY CANE LANE CHRISTMAS PARADE

Comments:

The City's annual Candy Cane Lane Christmas Parade is a long-standing community tradition. As an essential part of event planning for this highlight event, staff is requesting City Council approval for the parade route's street closures and that the corresponding

allocation from the City's Refuse/Special Events Fund be approved to fund this community event. (REC)

Recommendation:

Staff recommends that the City Council approve the production of the 2016 Candy Cane Lane Christmas Parade by considering and adopting the attached resolutions entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE STREET CLOSURES OF MARTIN LUTHER KING, JR. BOULEVARD BETWEEN CHAVEZ LANE AND WRIGHT ROAD AND THE CLOSURE OF BULLIS ROAD BETWEEN MARTIN LUTHER KING, JR. BOULEVARD AND PLATT AVENUE FOR THE PURPOSE OF HOSTING THE 2016 CANDY CANE LANE CHRISTMAS PARADE AND WEEKEND CARNIVAL" and "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE EXPENDITURE OF \$87,000 FROM THE REFUSE ACCOUNT #1052.60.701.64020 FOR THE 2016 ANNUAL CANDY CANE LANE CHRISTMAS PARADE PRODUCTION EXPENSES."

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON SEPTEMBER 20, 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: September 6, 2016

TO: Honorable Mayor and Members of the Council

APPROVED BY: J. Arnoldo Beltran, City Manager *JAB*

PREPARED BY: Erika Ramirez, Interim Director of Development, Compliance and Enforcement Services *ER*
Bruno Naulls, Project Manager *BN*

SUBJECT: Public Hearing to Adopt Lynwood Transit Area Specific Plan and Lynwood Transit Area Specific Plan EIR

RECOMMENDED ACTION:

At the conclusion of the Public Hearing staff recommends the City Council take the following actions:

1. Adopt Resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL ADOPTING THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES";
2. Adopt Resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL, APPROVING AN AMENDMENT TO THE LYNWOOD GENERAL PLAN LAND USE MAP DESIGNATION, TO IMPLEMENT THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES";
3. Adopt Resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING THE FINDINGS OF FACT



REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES”.

Background:

In 2013, the City of Lynwood (City) applied to the Los Angeles County Metropolitan Transportation Authority (LACMTA or Metro) for a 2012-2013 Round 3 Transit Oriented Development (TOD) Planning Grant. The successful application resulted in the City receiving an award of \$800,000 to prepare, and adopt the “Lynwood Transit Area Specific Plan”, a regulatory document that supports transit oriented development by creating a new Specific Plan and related Environmental Impact Report for the Metro Green Line Long Beach Station Transit Oriented District including technical analysis, design, and supportive zoning designations; and, amending the existing Long Beach Boulevard Specific Plan to create a fully integrative, comprehensive Specific Plan that supports the Lynwood Transit Area vision. The grant award recognized the importance of creating transit-oriented development around the City’s existing Metro station, which could function as a center of commerce and employment and as a center of a growing community with great access to regional transportation.

On April 15, 2014, TranSystems was awarded the project based upon total score, qualifications, project understanding and cost. Due to personnel matters, it was not feasible for TranSystems (Consultant) to maintain its position as primary consultant on the contract and the Consultant wished to assign its duties as primary to one of its subconsultants in order to fulfill the obligations of the Agreement. TranSystems identified subconsultant Michael R. Kodama Planning Consultants as a viable candidate to assume the position of the Principal consultant and allow TranSystems to assume the position of a subconsultant. On December 16, 2014 MK Planning Consultants (hereafter “Consultant”) was assigned the contract awarded to TranSystems for the preparation of the Lynwood Transit Area Specific Plan (“Specific Plan”) and the associated Environmental Impact Report (“EIR”) pursuant to council resolution 2014.228.

The preparation of the Specific Plan and EIR involved close coordination with City of Lynwood staff members, decision makers, and community members. The Specific Plan’s design recommendations were based upon input received from City officials, stakeholders, and community members during multiple rounds of public outreach meetings held in May, August, and January 2016. City Staff and the City’s Consultants also held regular stakeholder meetings and staff meetings during the plan preparation period to discuss critical issues, such as: (1) development trends, (2) land use, zoning, and parking issues, (3) Metro Station safety, and reconfiguration of the I-105/Long Beach Boulevard intersection. The

scope of analysis within the EIR was informed through consultation with the state and local agencies and members of the community, where participants were encouraged to share their insights on future development in the city and their concerns regarding environmental impacts. Most recently on July 26, 2016, representatives of the City and the consulting team held a public workshop to present the Specific Plan and the conclusions contained within the EIR and to receive comments from all interested parties in attendance. The City of Lynwood Planning Commission held a public hearing on August 30, 2016 to consider the Final EIR, Specific Plan, and General Plan Amendment.

Overall, the outreach efforts facilitated the sharing of ideas for enhancing transit services and urban design, the discussion of visual preferences, the establishment of community goals, and incorporating mitigation measures to reduce potential environmental impacts to the greatest extent feasible. All of the comments received during this public workshop have been incorporated into the Final Specific Plan and Final EIR.

Project Summary:

The proposed Specific Plan includes policies and development standards to guide the development of future transit-oriented communities within a 315-acre project area, generally encompassing properties located along Long Beach Boulevard, from Virginia Avenue to Norton Avenue; along Imperial Highway, from Alameda Street to Martin Luther King Boulevard; the Plaza Mexico shopping center; the Long Beach Boulevard Green Line Station and Long Beach Boulevard/I-105 Freeway Ramps; the industrial uses located along Alameda Street, just south and north of the I-105 Freeway; the St. Francis Medical Center; and existing residential and commercial uses located along Beechwood Avenue, Sanborn Avenue, Mulford Avenue, and California Avenue.

The Specific Plan concentrates and prioritizes development of key opportunity sites totaling approximately 141 acres, along major roadway corridors, existing industrial and hospital districts, and existing neighborhoods within 0.5 miles of the Metro Green Line Station and within 0.5 miles of the junction of the Alameda Street and Imperial Highway bus corridors. In addition, the Specific Plan is intended to facilitate transit-oriented community design by promoting complete streets, expanded transit services, and enhanced pedestrian and bicycle linkages throughout the Plan Area.

It is envisioned that full implementation of the proposed Specific Plan during the proposed 25-year planning horizon could increase density and intensity of residential, commercial and industrial development, including the following:

- Up to 3,500 residential dwellings;
- Up to 1,200,000 million square feet of commercial development;
- Up to 350 hotel rooms; and
- Up to 750,000 square feet of industrial development.



Figure 1. Specific Plan Area

Discussion & Analysis:

Specific Plans

A specific plan is a planning tool that provides for the systematic implementation of the general plan for all or part of the area covered by a city's general plan. Specific plans, which may be adopted either by ordinance or resolution, are in common use throughout California. A specific plan is a legislative act through which area-specific development standards may be established. This makes the specific plan a straightforward way to create a vision for the future development for the entire plan area while at the same time establishing development guidelines or standards, improvement strategies, and financing mechanisms.

The procedures for adoption and the required contents of specific plans are set forth in Government Code sections 65450 through 65457. Under Government Code section 65451, a specific plan must include:

1. the distribution, location, and extent of the uses of land, including open space, within the area covered by the plan;
2. the proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan;
3. standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable; and
4. a program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3).

The specific plan must also include a statement of the relationship of the specific plan to the general plan. The specific plan may also address any other subjects which are necessary or desirable for the implementation of the general plan.

Environmental Review Process

A Program EIR was prepared for the Specific Plan. Program EIRs are typically more conceptual and may contain a more general discussion of impacts, alternatives, and mitigation measures than a Project EIR. Nevertheless, The Program EIR examines all environmental impacts of the project as compared to the existing environment in the vicinity of the project from both a local and regional perspective, based on maximum use and intensity as envisioned within the Lynwood Transit Area Specific Plan.

The preparation, review and certification process for this EIR included the following steps:

1. **Notice of Preparation (NOP)** – In accordance with Section 15082(a) of the CEQA Guidelines, the City circulated the NOP on December 11, 2015. The NOP provided a description of the project, its location and the project's probable environmental effects. The original NOP is included as Attachment A of the EIR. These documents were circulated in accordance with CEQA, including local, regional, state and federal agencies as well as made available to the public via the City website; mailed to all persons including businesses, or other public or private entities utilizing the City's utility bill distribution process; and posted for 30 days in the office of the County Clerk. Moreover, the City held a NOP scoping meeting on January 12, 2016.

2. **Draft EIR (DEIR)** – A DEIR for the Project was prepared and contained all required content, pursuant to Sections 15084 and 15120 of the CEQA Guidelines, including the following:
 - i. Description of the project;
 - ii. Description of the environmental setting;
 - iii. Identification of the project's significant environmental effects (direct, indirect and long term);
 - iv. Reasons that possible significant environmental impacts were found to be insignificant;
 - v. Discussion and analysis of significant cumulative impacts;
 - vi. Identification and description of feasible implementation measures to reduce or avoid each significant environmental effect of the project; and
 - vii. Description of a reasonable range of alternatives to the project.

Upon completion of the DEIR on the City filed a Notice of Completion (NOC) with the State Office of Planning and Research, in accordance with Section 15085 of the CEQA Guidelines. This began the 45-day public review period for the project DEIR.

3. **Public Notice and Public Review** – Pursuant to Section 15087(a) and concurrent with the NOC, the City provided public notice on the availability of the DEIR for public review and comment. The 45-day public review period for the DEIR began on July 1, 2016 and concluded on August 15, 2016. Comment letters on the DEIR were received from Caltrans, METRO, Los Angeles County Airport Land Use Commission, and community members during the July 26, 2016 public workshop.
4. **Response to Comments & Final EIR (FEIR)** – Following the public review and comment period of the DEIR, a Final EIR (FEIR) for the Specific Plan was prepared, which included written responses to all comments received during the DEIR circulation period as required under CEQA. These responses addressed any significant environmental issues raised by any of the commenters. As part of this process, the Planning Commission and the City Council will review and consider the FEIR prior to taking any action in connection with the proposed project. The FEIR, which includes the response to comments on the DEIR, and the mitigation monitoring and reporting program, is included as Attachment B of this staff report.
5. **Certification of the FEIR** – The City Council can certify the Specific Plan's Final EIR if it finds that:
 - i. The FEIR is "adequate and complete";
 - ii. The FEIR reflects the City's independent judgment and analysis; and

- iii. The FEIR was presented to the City Council, which reviewed and considered the information of the FEIR, prior to making its recommendation.

This recommendation to certify the FEIR also includes recommendations to adopt the CEQA findings. In addition, this recommendation would include adoption of the Statement of Overriding Considerations and the Mitigation and Monitoring Reporting Program, as follows:

- **Statement of Overriding Considerations** – As described in more detail below, implementation of the Specific Plan would have some significant impacts that could not be feasibly mitigated, and thus would remain significant and unavoidable. The City Council must therefore adopt a Statement of Overriding Considerations. The requirement reflects the statutory policy under CEQA that public agencies must weigh a proposed project's benefits against its unavoidable environmental risks (e.g., as identified in the EIR), and may find the adverse impacts "acceptable" if the benefits outweigh those effects.
- **Mitigation Monitoring** – The City Council must also adopt the Mitigation Monitoring and Reporting Program for mitigation measures that have been incorporated into or imposed upon future developments within the Specific Plan area to reduce or avoid significant effects on the environment. Any mitigation measures adopted by the City as part of the certified EIR will be considered as conditions of approval of the Specific Plan and will be included in the Mitigation Monitoring and Reporting Program to ensure and verify compliance.

Staff Analysis:

General Plan Consistency

The Specific Plan would establish a new land use guidelines, design guidelines, development standards, and implementation strategies that support the overall objective of facilitating future transit-oriented development in the Plan Area.

Long Beach Boulevard and Imperial Highway and the properties immediately adjacent to these corridors would be designated Corridor Mixed-Use 1 (CMU-1) and Corridor-Mixed Use 2 (CMU-2), respectively. The intent of the CMU-1 and CMU-2 districts is to promote mixed-use commercial with residential as a secondary use and to encourage revitalization and investment. This zone would generally apply to parcels fronting Imperial Highway and Long Beach Boulevard.

The Town Center (TC) district encompasses the properties located south and northwest of Imperial Highway and west of Long Beach Boulevard (i.e., the Plaza Mexico shopping center and the properties west of State Street). The intent of the TC land use designation is to provide for the development of a transformative mixed-use transit collection of locally- and regionally-serving commercial, retail, and entertainment uses, as well as a variety of urban housing choices within walking distance of transit services. The Transit Station (TS) designation includes the Metro Green Line station, the surrounding park and ride lots, and the I-105 Freeway on-ramps proposed for re-configuration. The intent of the TS designation is to provide a vibrant, walkable environment that enhances the existing Metro Green Line station and incorporates public use portions of a reconfigured I-105 interchange.

The Residential (R) designation encompasses the residential properties located south of Imperial Highway and east of the Long Beach Boulevard corridor, primarily along Beechwood Avenue, Sanborn Avenue, Mulford Avenue, California Avenue and others. The intent of the Residential designation is to preserve existing and allow new small to medium lot detached homes and reinforce their role within a walkable neighborhood.

The Open Space (OS) designation encompasses the areas parallel to the northern boundary of I-105 behind Plaza Mexico, and extends further west of State Street and Imperial Highway. This district also encompasses the northeast quadrant of the I-105/Long Beach Boulevard interchange and the areas parallel to the I-105 until its connection with Fernwood Avenue. The intent of the Open Space designation is to create land for parks, bicycle and pedestrian pathways, and open space supportive of transit-oriented development.

The Industrial (I) designation encompasses the existing industrial uses located east of Alameda Street and south of I-105. The intent of this designation is to provide an urban form that can accommodate a very diverse range of industrial uses, including heavy and light industrial uses, and live-work.

The St. Francis Medical (SFM) designation encompasses the existing St. Francis Medical Center campus and the areas immediately northwest of Imperial Highway. The intent of this district is to meet the existing and future needs of the St. Francis Medical Center campus, while ensuring compatibility with adjacent land uses. The designation will also maintain and promote medical, clinic, medical office, and associated supportive uses such as incidental retail, supportive residential and parking, and expand pedestrian linkages and connectivity between the St. Francis Medical Center, and the adjacent Lynwood Civic Center.

These proposed land use districts described above would be generally consistent with and would "overlay" (supersede) the underlying Mixed Use: Retail/Commercial/Residential land use designation previously adopted as part of the Long Beach Boulevard Specific Plan, which was found to be consistent with the City's General Plan. The Specific Plan is also consistent with goals, policies,

and objectives of the City of Lynwood General Plan and the as outlined in Tables 15-17 of the EIR. The Specific Plan is also consistent with the Long Beach Boulevard Specific Plan, and the 2012-2035 SCAG Regional Transportation Plan/Sustainable Communities Strategy with inclusion of the mitigation measures described throughout the EIR.

The Specific Plan's proposed Land Use Diagram is provided below in Figure 2.

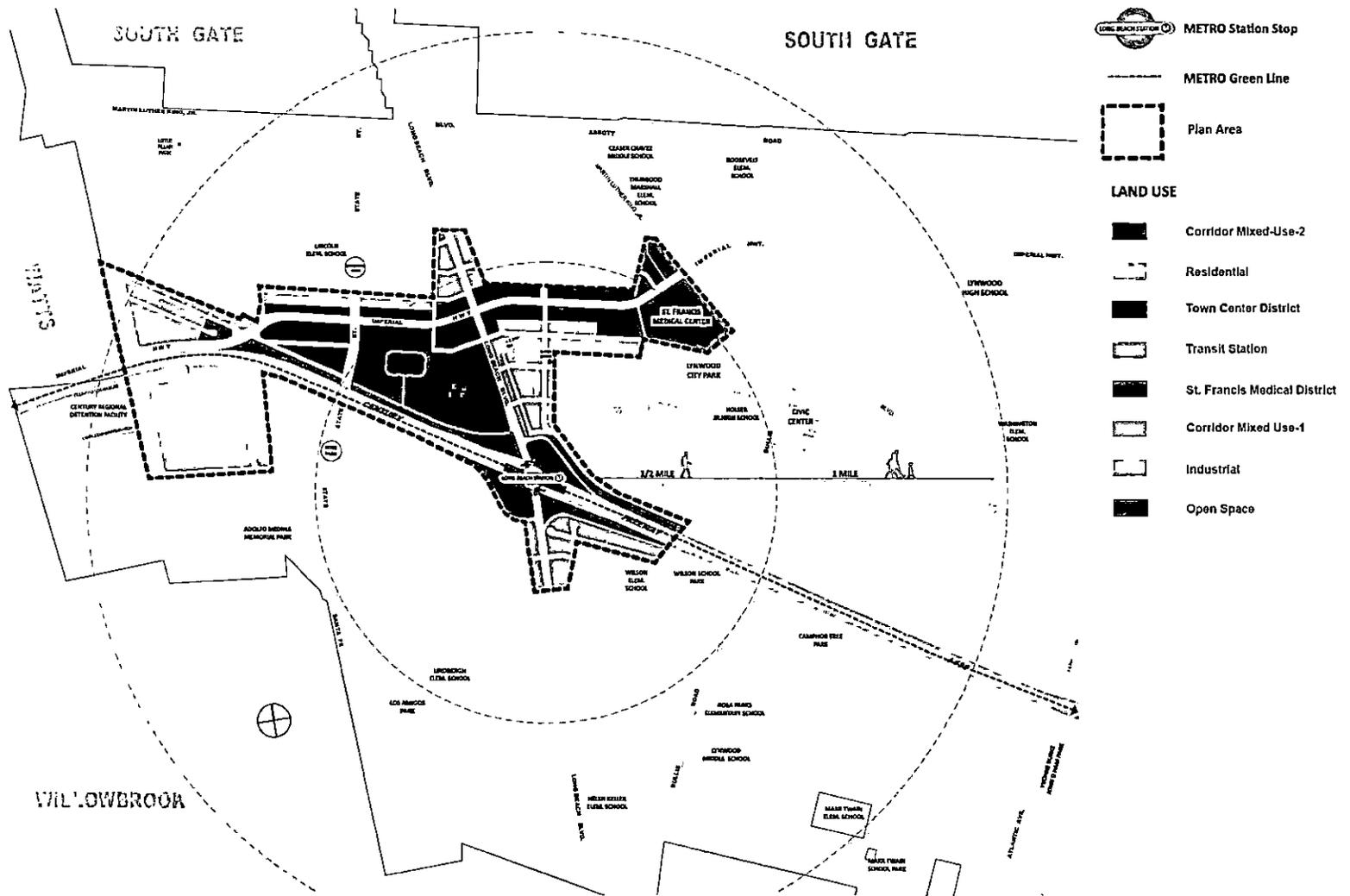


Figure 2. Lynwood Transit Area Specific Plan Land Use Diagram

Specific Plan Consistency with State Law

The Specific Plan has been prepared pursuant to the provisions of California Government Code Section 65450 through 65457, which grants local government agencies the authority to prepare specific plans for any area covered by a General Plan. California Government Code Sections 65450 through 65457 establish the authority to adopt a Specific Plan, identify the required contents of a Specific Plan, and mandate that Specific Plans be consistent with the General Plan within which they are included.

The Lynwood Transit Area Specific Plan will guide future development within the 315-acre plan area, as it sets forth a comprehensive planning vision as well as a regulatory framework. In addition, it establishes the land use designations and development standards for future development within the plan area. When subsequent site-specific development proposals within the Specific Plan area are presented to the City, planning staff will use the Specific Plan as a policy and regulatory guide for subsequent project review. Projects will be evaluated for consistency with Specific Plan policies and for conformance with development standards and design guidelines. In situations where policies or standards relating to a particular subject have not been provided in the Specific Plan, the existing policies and standards of the City General Plan and Zoning Ordinance will continue to apply. Any future amendment to the Specific Plan will require review and approval from the Planning Commission and the City Council.

Final EIR

The FEIR contains a thorough analysis of the proposed project and considers all impacts associated with the project request. A summary of the potentially (Class II) significant environmental impacts are discussed below.

- **Impact AQ-4.** The proposed Specific Plan would increase traffic along all studied roadway segments, however, increased traffic would not result in the creation of carbon monoxide (CO) hotspots. The Specific Plan does not envision siting sensitive receptors near sources of toxic air contaminants. However, locating residential uses near transit services in the City of Lynwood may involve locating some residential dwellings near the I-105 Freeway and other major transportation corridors. Therefore, impacts related to exposing sensitive receptors to pollutant concentrations would be potentially significant, but mitigable.
- **Impact PS-5.** Implementation of the proposed Specific Plan would add 3,500 residential units and an estimated 15,549 residents to the Plan Area, which would increase use of recreational facilities, contributing to their physical deterioration, and the city's parkland deficiency. Impacts would be significant but mitigable.
- **Impact U-1.** Full buildout of development included under the proposed Specific Plan would generate an increased demand for water. The City

would be able to supply projected demand based on existing entitlements provided that the proposed project incorporates conservation measures. Therefore, impacts to water supply would be significant but mitigable.

For the above-described impacts and mitigation measures have been identified in various sections of the EIR as required under CEQA. These measures, when implemented, will result in a less-than-significant impact for many of the impacts. For all mitigation measures, it is essential that the Mitigation Monitoring and Reporting Program is put into action to ensure the successful implementation of such measures. The Mitigation Monitoring and Reporting Program is included as Appendix A of the Final EIR (included as Attachment B to this Staff Report).

The Project will result in significant unavoidable impacts within the following issue areas:

- **Impact N-3.** Traffic generated by buildout of the proposed Specific Plan would incrementally increase noise levels on roads in the Plan Area. The increase of up to 0.2 dBA would exceed the FTA Significance of Changes in Operational Roadway Noise Exposure thresholds. Compliance with the standards required in the Lynwood General Plan and implementation of Mitigation Measures N-3(a) through N-3(e) would reduce roadway noise impacts to the maximum extent feasible. With mitigation, roadway noise impacts to interior noise levels in residences would be reduced to a less than significant level. However, roadway noise impacts to exterior noise levels would be significant and unavoidable.
- **Impact T-2.** The Specific Plan would increase traffic levels along road segments under Existing Plus Project conditions. Based on project related vehicle trips added to the roadway network, the project is anticipated to have significant impacts on the Long Beach Boulevard roadway segment. Impacts would be significant and unavoidable.
- **Impact T-6.** The Specific Plan would increase traffic levels along road segments under Future Year (2040) Plus Project (2040) conditions. The Project trips added to the roadway network would exceed the Los Angeles County Congestion Management Plan (CMP) standards for four roadway segments in the Plan Area. Impacts would be significant and unavoidable.

In order for a lead agency to approve a project which will result in significant effects that are identified in the EIR but are not avoided or lessened to a less than significant level, the lead agency shall state in writing the specific reasons to support its action based on the Final EIR and other information in the record. This is known as a "Statement of Overriding Considerations," as provided for in Section 15093 of the CEQA Guidelines. The City must make specific findings supporting the reasoning for such an approval, and CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the project. If the

specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable," and the project may be approved.

As detailed in the EIR and the draft CEQA Findings set forth in City Council Resolution 2016-XX (Attachment C to this staff report), the following findings were made as part of the Statement of Overriding Considerations:

- **The Project Will Create New Jobs and Satisfy a Need for Housing.** The Specific Plan envisions future development of up to 3,500 dwelling units, up to 1.2 million square feet of commercial development, up to 350 hotel rooms, and approximately 750,000 square feet of industrial uses, which could support up to 5,668 jobs. Considering the city's homeowner and rental vacancy rates, it is anticipated that these housing units would support up to 3,415 households. The 5,668 new jobs and 3,415 new households, when added to the number of jobs and households that existed in the city in 2012, would shift the job-to-housing ratio from 0.62 to 0.82 jobs per household. This improvement in the jobs-to-housing ratio would allow a higher percentage of the city's residents to work locally, thereby supporting sustainable growth by reducing the number of vehicle miles traveled between work and home. Additionally, the mix of commercial and residential uses would encourage complete neighborhoods where services are available close to where people live.
- **Implementation of Sustainable Development Patterns.** The proposed land use plan, development standards and design guidelines require clustered development patterns for residential and commercial uses near transit services. The Specific Plan would ensure that mobility, accessibility, travel safety, and reliability for people and goods would be maximized. Furthermore, the Specific Plan is designed to create sustainable, urban neighborhoods, focused on providing a blend of parks, strong businesses, and transit-oriented housing and commercial services, as well as a wide range of multi-modal transportation practices. Access and circulation improvements are based on the "Complete Streets" concept to design the street network to accommodate all users (pedestrians, bicycles, buses, automobiles, and trucks) safely and efficiently.
- **Provision of Public Amenities.** Objective No. 5 of the proposed Specific Plan is to: "Enhance Recreational Opportunities" by increasing landscaped areas, parks, open space, and trails that support the public life of the community. Facilitate security and well-being for the Specific Plan Area's residents, employees, and visitors through increased activity, better walkability, controls on cars and drivers, and better design and wayfinding. Improvements envisioned in the Open Space land use designation shall primarily include: (1) the development of a central plaza within the Town Center land use designation; (2) the development of a linear park

containing a shared bicycle/pedestrian pathway and other amenities along the southern boundary of the Town Center land use designation that extends from Long Beach Boulevard west to the intersection of Fernwood Avenue and Imperial Highway; (3) the development of an approximately 3.4 acre neighborhood park west of the Imperial Highway Fernwood intersection; and (4) the development of a linear park containing shared bicycle/pedestrian pathway and other amenities along the south side of Fernwood Avenue from its intersection with Long Beach Boulevard east to Fir Street.

Project Alternatives

The FEIR evaluates a range of potential alternatives to the proposed project, including: (1) No Project – No Further Development, (2) No Project (Buildout Under Long Beach Boulevard Specific Plan), and (3) Lower Growth Alternative – Buildout per SCAG 2040 growth forecast. The FEIR examined the environmental impacts of each alternative in comparison with the originally proposed project and the relative ability of each alternative to satisfy the project objectives. Staff had determined, for the reasons explained in the FEIR and the draft CEQA Findings attached to this Staff Report, that each of the alternatives was determined to be infeasible for a number of reasons, including that they either did not satisfy most of the fundamental project objectives, and/or they were inconsistent with City land use planning policies.

Fiscal Impact:

This item will have no impact to the General fund.

Coordinated With:

City Attorney
Finance Department
City Manager's Office
Public Works
Recreation and Community Services
Public Relations

Attachments:

- A. Lynwood Transit Area Specific Plan*
- B. Environmental Impact Report (Final EIR and Draft EIR)*
- C. Specific Plan Resolution
- D. General Plan Amendment Resolution
- E. EIR Resolution

***Note:** Due to the voluminous size of the documents the Specific Plan and EIR will be included under separate cover and are available for inspection in the City Clerk's office upon request.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL ADOPTING THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES

WHEREAS, the City applied for and was awarded a Los Angeles County Metropolitan Transportation Authority (LACMTA or Metro) 2012-2013 Round 3 Transit Oriented Development (TOD) Planning Grant to prepare, and adopt the "Lynwood Transit Area Specific Plan";

WHEREAS, since December 2014, City Staff and their consultants have worked diligently meeting with community stakeholders, staff, elected officials, and conducting field research compiling data in preparation of the Lynwood Transit Area Specific Plan;

WHEREAS, on December 11, 2015 the City published a Notice of Preparation (NOP) and sent the NOP to the State Clearinghouse (SCH# 2015121020), who distributed the document to State reviewing agencies for a 30-day public review period from December 11, 2015 through January 11, 2016;

WHEREAS, on January 12, 2016, the City held a public scoping meeting regarding the preparation of the EIR;

WHEREAS, on July 1, 2016, the City of Lynwood Published the Draft Specific Plan for public review, which envisioned future development of up to 3,500 residential units, up to 1.2 million square feet of commercial development, up to 350 hotel rooms, and up to 750,000 square feet of industrial development;

WHEREAS, on July 1, 2016, the City and the Governor's Office of Planning and Research distributed the Draft EIR, which identified and evaluated the potential environmental impacts of the proposed Specific Plan and associated entitlements to interested parties and responsible agencies (SCH #2015121020) for a 45-day public review period, July 1, 2016 through August 15, 2016;

WHEREAS, on July 14, 2016, a Notice of Availability for a Draft Environmental Impact Report (EIR) and EIR Community Meeting was published in the Los Angeles Sentinel, a newspaper of general circulation;

WHEREAS, on July 26, 2016, a public workshop was held to take comments on the Draft EIR and Specific Plan. Following a presentation by the City and their

consultants, all members of the public in attendance were given the opportunity to comment on the Draft EIR and Specific Plan;

WHEREAS, from July 26, 2016 through August 21, 2016 the City worked with the consultants to prepare the Final EIR and Specific Plan. The Final EIR and Specific Plan responds to the comments received on the Draft EIR and Specific Plan and proposes minor text revisions;

WHEREAS, on August 19, 2016, a Notice of Public Hearing was published in a newspaper of general and was mailed to all interested parties;

WHEREAS, on August 30, 2016, the Planning Commission held a duly noticed public hearing on the Final EIR, Specific Plan, and associated General Plan Amendment and reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record; and

WHEREAS, on September 6, 2016, the City Council held a duly noticed public hearing on the Final EIR, Specific Plan, and associated General Plan Amendment and reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, DETERMINE, AND DECLARE, BASED UPON EVIDENCE PRESENTED TO IT, AS FOLLOWS:

Section 1.
Environmental Review

The Lynwood City Council considered the Environmental Impact Report for the proposed Specific Plan and in doing so found that the project would not have significant adverse environmental impacts, except in two resource categories (Noise and Traffic). In compliance with Public Resources Code Section 12081 and California Environmental Quality Act (CEQA) Guidelines Section 15093, and as detailed in the Final EIR, changes and alterations have been incorporated in the Specific Plan which avoid or substantially lessen the significant environmental effect because feasible mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP) will be incorporated as conditions of approval for future development. Nevertheless, the significant environmental effects cannot be feasibly mitigated to a level of insignificance. In accordance with Public Resources Code Section 21002 and 21002.2, the City Council has determined that there are specific overriding economic, legal, social, technological, or other benefits of the project which outweigh the significant effects on the environment and a statement of overriding considerations has been prepared. This resolution incorporates by reference the findings and analysis set forth in City Council Resolution No. ____ which certifies the Final EIR, makes findings of fact, and adopts a statement of overriding consideration for the overall project.

Section 2.
Findings

A. The Lynwood Transit Area Specific Plan will be consistent with the goals and policies set forth in the Lynwood General Plan, and is attached hereto as **Exhibit "A"**.

B. The City previously adopted the Long Beach Boulevard Specific Plan over much of the same area regulated by the proposed Lynwood Transit Area Specific Plan. The proposed Lynwood Transit Area Specific Plan will function as "overlay district" for the areas coterminous with the Long Beach Boulevard Specific Plan and will be consistent with the Long Beach Boulevard Specific Plan's overall goal of achieving a high-quality, aesthetically attractive urban area with land uses that are conducive to the presence of transit. The Lynwood Transit Area Specific Plan meets all applicable goals, objectives, policies, and requirements of the Lynwood General Plan with its envisioned land use diagram, design guidelines, scale and specific amenities. The Lynwood Transit Area Specific Plan also requires future development surrounding the existing METRO facilities to utilize the proper notification procedures and construction techniques.

C. The specific development standards in the Lynwood Transit Area Specific Plan are compatible with the requirements of the Zoning Ordinance and the General Plan, establishing standards that are either the same as the current standards or within the range of standards that could be permitted or justified using the existing provisions for modifications.

D. The Lynwood Transit Area Specific Plan will allow buildings designed at a scale similar to the existing commercial and mixed-use development located along Long Beach Boulevard and Imperial Highway and residential buildings similar in scale to those located along Beechwood Avenue, Sanborn Avenue, Mulford Avenue, California Avenue, and others. Development standards have been tailored for each land use designation and address items such as: building placement, building height, density, frontage types, and parking to maximize compatibility with the surrounding neighborhoods. Open space and streetscape improvement guidelines are also included in the specific plan to provide connectivity between destinations and other open spaces while offering areas for activity and gathering.

E. The Lynwood Transit Area Specific Plan includes roadway improvement strategies designed to maintain acceptable levels of local circulation in the plan area and adjacent neighborhoods and good connections with the regional circulation network for both transit and personal/commercial vehicles. The Lynwood Transit Area Specific Plan also includes pedestrian and bicycle improvement strategies, including the establishment of a dedicated network of bicycle and pedestrian pathways, sidewalk improvements, and intersection enhancements.

F. The Lynwood Transit Area Specific Plan includes a comprehensive transportation and parking management strategy to provide as many parking spaces as possible in a common pool of shared, publicly available spaces while also managing

parking demand and increasing the availability of transit services for residents, employees, and employers.

G. The Lynwood Transit Area Specific Plan includes guidelines for infrastructure improvement, including future demolition and grading, drainage and water quality, water service, wastewater service, and dry utilities.

H. The Lynwood Transit Area Specific Plan describes the roles, responsibilities, and procedures required for the City of Lynwood, future applicants, and other stakeholders during implementation of the Specific Plan. It also describes the mechanisms for increasing government and business representation, and funding sources for implementation.

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

PASSED, APPROVED and ADOPTED this 6th day of September 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltran
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Erika Ramirez, Interim
Development Compliance and
Enforcement Services Director

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL, APPROVING AN AMENDMENT TO THE LYNWOOD GENERAL PLAN LAND USE MAP DESIGNATION, TO IMPLEMENT THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES

WHEREAS, the City applied for and was awarded a Los Angeles County Metropolitan Transportation Authority (LACMTA or Metro) 2012-2013 Round 3 Transit Oriented Development (TOD) Planning Grant to prepare, and adopt the "Lynwood Transit Area Specific Plan";

WHEREAS, since December 2014, City Staff and their consultants have worked diligently meeting with community stakeholders, staff, elected officials, and conducting field research compiling data in preparation of the Lynwood Transit Area Specific Plan;

WHEREAS, on December 11, 2015 the City published a Notice of Preparation (NOP) and sent the NOP to the State Clearinghouse (SCH# 2015121020), who distributed the document to State reviewing agencies for a 30-day public review period from December 11, 2015 through January 11, 2016;

WHEREAS, on January 12, 2016, the City held a public scoping meeting regarding the preparation of the EIR;

WHEREAS, on July 1, 2016, the City of Lynwood Published the Draft Specific Plan for public review, which envisioned future development of up to 3,500 residential units, up to 1.2 million square feet of commercial development, up to 350 hotel rooms, and up to 750,000 square feet of industrial development;

WHEREAS, on July 1, 2016, the City and the Governor's Office of Planning and Research distributed the Draft EIR, which identified and evaluated the potential environmental impacts of the proposed Specific Plan and associated entitlements to interested parties and responsible agencies (SCH #2015121020) for a 45-day public review period, July 1, 2016 through August 15, 2016;

WHEREAS, on July 14, 2016, a Notice of Availability for a Draft Environmental Impact Report (EIR) and EIR Community Meeting was published in the Los Angeles Sentinel, a newspaper of general circulation;

WHEREAS, on July 26, 2016, a public workshop was held to take comments on the Draft EIR and Specific Plan. Following a presentation by the City and their consultants, all members of the public in attendance were given the opportunity to comment on the Draft EIR and Specific Plan;

WHEREAS, from July 26, 2016 through August 21, 2016 the City worked with the consultants to prepare the Final EIR and Specific Plan. The Final EIR and Specific Plan responds to the comments received on the Draft EIR and Specific Plan and proposes minor text revisions;

WHEREAS, on August 19, 2016, a Notice of Public Hearing was published in a newspaper of general and was mailed to all interested parties;

WHEREAS, on August 30, 2016, the Planning Commission held a duly noticed public hearing on the Final EIR, Specific Plan, and associated General Plan Amendment and reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record; and

WHEREAS, on September 6, 2016, the City Council held a duly noticed public hearing on the Final EIR, Specific Plan, and associated General Plan Amendment and reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, DETERMINE, AND DECLARE, BASED UPON EVIDENCE PRESENTED TO IT, AS FOLLOWS:

Section 1.

Environmental Review

The Lynwood City Council considered the Environmental Impact Report for the proposed General Plan Amendment associated with the Lynwood Transit Area Specific Plan and in doing so found that the project would not have significant adverse environmental impacts, except in two resource categories (Noise and Traffic). In compliance with Public Resources Code Section 12081 and California Environmental Quality Act (CEQA) Guidelines Section 15093, and as detailed in the Final EIR, changes and alterations have been incorporated in the Specific Plan which avoid or substantially lessen the significant environmental effect because feasible mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP) will be incorporated as conditions of approval for future development. Nevertheless, the significant environmental effects cannot be feasibly mitigated to a level of insignificance. In accordance with Public Resources Code Section 21002 and 21002.2, the City Council has determined that there are specific overriding economic, legal, social, technological, or other benefits of the project which outweigh the significant effects on the environment and a statement of overriding considerations has been prepared. This resolution incorporates by reference the findings and analysis set forth in City Council Resolution No. _____ which certifies the Final EIR, makes findings of fact, and adopts a statement of overriding consideration for the overall project:

Section 2.

Findings

A. The Lynwood Transit Area Specific Plan will be consistent with the goals and policies set forth in the Lynwood General Plan. The General Plan Land Use Designations Map is attached hereto as **Exhibit "A"**.

B. The City previously adopted the Long Beach Boulevard Specific Plan over much of the same area regulated by the proposed Lynwood Transit Area Specific Plan. The proposed Lynwood Transit Area Specific Plan will function as "overlay district" for the areas coterminous with the Long Beach Boulevard Specific Plan and will be consistent with the Long Beach Boulevard Specific Plan's overall goal of achieving a high-quality, aesthetically attractive urban area with land uses that are conducive to the presence of transit. The Lynwood Transit Area Specific Plan meets all applicable goals, objectives, policies, and requirements of the Lynwood General Plan with its envisioned land use diagram, design guidelines, scale and specific amenities. The Lynwood Transit Area Specific Plan also requires future development surrounding the existing METRO facilities to utilize the proper notification procedures and construction techniques.

C. The specific development standards in the Lynwood Transit Area Specific Plan are compatible with the requirements of the Zoning Ordinance and the General Plan, establishing standards that are either the same as the current standards or within the range of standards that could be permitted or justified using the existing provisions for modifications.

D. The Lynwood Transit Area Specific Plan will allow buildings designed at a scale similar to the existing commercial and mixed-use development located along Long Beach Boulevard and Imperial Highway and residential buildings similar in scale to those located along Beechwood Avenue, Sanborn Avenue, Mulford Avenue, California Avenue, and others. Development standards have been tailored for each land use designation and address items such as: building placement, building height, density, frontage types, and parking to maximize compatibility with the surrounding neighborhoods. Open space and streetscape improvement guidelines are also included in the specific plan to provide connectivity between destinations and other open spaces while offering areas for activity and gathering.

E. The Lynwood Transit Area Specific Plan includes roadway improvement strategies designed to maintain acceptable levels of local circulation in the plan area and adjacent neighborhoods and good connections with the regional circulation network for both transit and personal/commercial vehicles. The Lynwood Transit Area Specific Plan also includes pedestrian and bicycle improvement strategies, including the establishment of a dedicated network of bicycle and pedestrian pathways, sidewalk improvements, and intersection enhancements.

F. The Lynwood Transit Area Specific Plan includes a comprehensive transportation and parking management strategy to provide as many parking spaces as possible in a common pool of shared, publicly available spaces while also managing parking demand and increasing the availability of transit services for residents, employees, and employers.

G. The Lynwood Transit Area Specific Plan includes guidelines for infrastructure improvement, including future demolition and grading, drainage and water quality, water service, wastewater service, and dry utilities.

H. The Lynwood Transit Area Specific Plan describes the roles, responsibilities, and

procedures required for the City of Lynwood, future applicants, and other stakeholders during implementation of the Specific Plan. It also describes the mechanisms for increasing government and business representation, and funding sources for implementation.

I. The adoption of the General Plan Amendment, complies with all applicable state and local laws and regulations;

J. The General Plan Amendment would not result in any mandatory element of the General Plan having been amended more frequently than four (4) times in the 2016 calendar year.

K. Approval of the proposed General Plan Amendment will not create conditions in the City of Lynwood detrimental to the public health, safety, and general welfare in that the Specific Plan land use designation will permit the future development of transit-oriented communities with high-quality, aesthetically attractive urban design, open space and recreational amenities, and expanded transit services.

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

PASSED, APPROVED and ADOPTED this 6th day of September 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltran
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Erika Ramirez, Interim
Development Compliance and
Enforcement Services Director

Exhibit "A" Amended General Plan Land Use Map

SOUTH GATE

SOUTH GATE

Exhibit "A" Amended General Plan Land Use Map

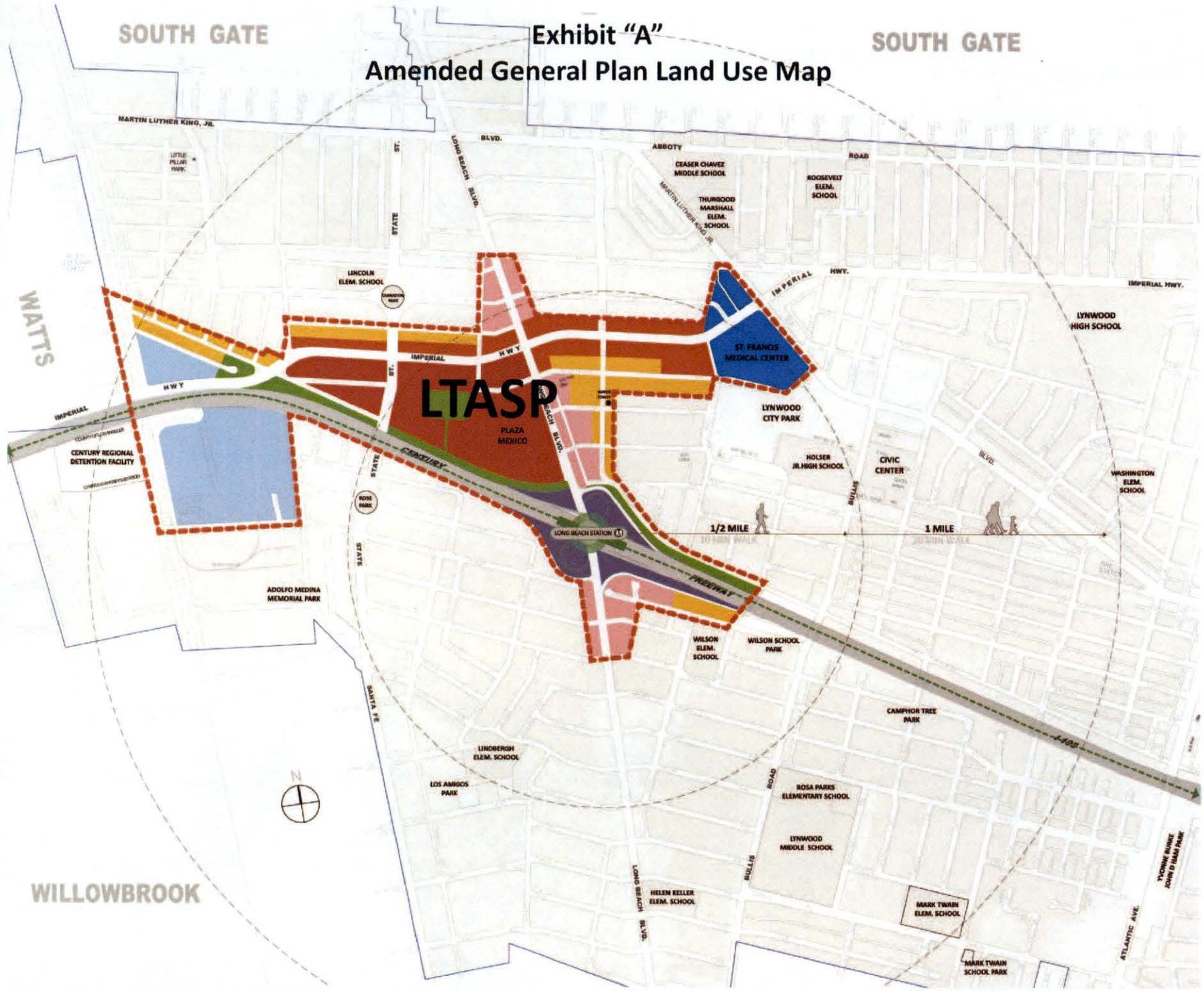


METRO



LAND USE

-  Corrido
-  Resider
-  Town C
-  Transit
-  St. Fran
-  Corrido
-  Industri
-  Open S



WATTS

WILLOWBROOK



1/2 MILE

1 MILE

LTASP

LONG BEACH STATION

PLAZA MEXICO

ST FRANCIS MEDICAL CENTER

MARTIN LUTHER KING, JR.

LITTLE PILLAR PARK

LINCOLN ELEM. SCHOOL

CEASER CHAVEZ MIDDLE SCHOOL

THURGOOD MARSHALL ELEM. SCHOOL

ROOSEVELT ELEM. SCHOOL

LYNWOOD HIGH SCHOOL

CENTURY REGIONAL DETENTION FACILITY

ADOLFO MEDINA MEMORIAL PARK

LYNWOOD CITY PARK

HOLSER JR. HIGH SCHOOL

CIVIC CENTER

WASHINGTON ELEM. SCHOOL

LINDBERGH ELEM. SCHOOL

LOS ANGELES PARK

WILSON ELEM. SCHOOL

WILSON SCHOOL PARK

CAMPHOR TREE PARK

ROSA PARKS ELEMENTARY SCHOOL

LYNWOOD MIDDLE SCHOOL

HELEN KELLER ELEM. SCHOOL

MARK TWAIN ELEM. SCHOOL

MARK TWAIN SCHOOL PARK

TYONNE BUNKE JOHN D. TOLSON PARK

ATLANTIC AVE.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING THE FINDINGS OF FACT REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE LYNWOOD TRANSIT AREA SPECIFIC PLAN, CONSISTING OF APPROXIMATELY 315-ACRES, INCLUDING A LAND USE DIAGRAM, LAND USE AND DEVELOPMENT STANDARDS, MOBILITY IMPROVEMENT GUIDELINES, INFRASTRUCTURE IMPROVEMENT GUIDELINES, AND IMPLEMENTATION AND FINANCING GUIDELINES

WHEREAS, the City applied for and was awarded a Los Angeles County Metropolitan Transportation Authority (LACMTA or Metro) 2012-2013 Round 3 Transit Oriented Development (TOD) Planning Grant to prepare, and adopt the "Lynwood Transit Area Specific Plan";

WHEREAS, since December 2014, City Staff and their consultants have worked diligently meeting with community stakeholders, staff, elected officials, and conducting field research compiling data in preparation of the Lynwood Transit Area Specific Plan;

WHEREAS, on December 11, 2015 the City published a Notice of Preparation (NOP) and sent the NOP to the State Clearinghouse (SCH# 2015121020), who distributed the document to State reviewing agencies for a 30-day public review period from December 11, 2015 through January 11, 2016;

WHEREAS, on January 12, 2016, the City held a public scoping meeting regarding the preparation of the EIR;

WHEREAS, on July 1, 2016, the City of Lynwood Published the Draft Specific Plan for public review, which envisioned future development of up to 3,500 residential units, up to 1.2 million square feet of commercial development, up to 350 hotel rooms, and up to 750,000 square feet of industrial development;

WHEREAS, on July 1, 2016, the City and the Governor's Office of Planning and Research distributed the Draft EIR, which identified and evaluated the potential environmental impacts of the proposed Specific Plan and associated entitlements to interested parties and responsible agencies (SCH #2015121020) for a 45-day public review period, July 1, 2016 through August 15, 2016;

WHEREAS, on July 14, 2016, a Notice of Availability for a Draft Environmental Impact Report (EIR) and EIR Community Meeting was published in the Los Angeles Sentinel, a newspaper of general circulation;

WHEREAS, on July 26, 2016, a public workshop was held to take comments on the Draft EIR and Specific Plan. Following a presentation by the City and their consultants, all

members of the public in attendance were given the opportunity to comment on the Draft EIR and Specific Plan;

WHEREAS, from July 26, 2016 through August 21, 2016 the City worked with the consultants to prepare the Final EIR and Specific Plan. The Final EIR and Specific Plan responds to the comments received on the Draft EIR and Specific Plan and proposes minor text revisions;

WHEREAS, on August 19, 2016, a Notice of Public Hearing was published in a newspaper of general and was mailed to all interested parties;

WHEREAS, on August 30, 2016, the Planning Commission held a duly noticed public hearing on the Final EIR, Specific Plan, and associated General Plan Amendment and reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record; and

WHEREAS, on September 6, 2016, the City Council held a duly noticed public hearing on the Final EIR, Specific Plan, and associated General Plan Amendment and reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, DETERMINE, AND DECLARE, BASED UPON EVIDENCE PRESENTED TO IT, AS FOLLOWS:

Section 1. Adoption of CEQA Findings.

The Lynwood City Council considered the Environmental Impact Report for the proposed Specific Plan and in doing so found that the project would not have significant adverse environmental impacts, except in two resource categories (Noise and Traffic). In compliance with Public Resources Code Section 12081 and California Environmental Quality Act (CEQA) Guidelines Section 15093, and as detailed in the Final EIR, changes and alterations have been incorporated into the Specific Plan which avoid or substantially lessen the significant environmental effect because feasible mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP) will be incorporated as conditions of approval for future development. Nevertheless, the significant environmental effects cannot be feasibly mitigated to a level of insignificance. In accordance with Public Resources Code Section 21002 and 21002.2, the City Council has determined that there are specific overriding economic, legal, social, technological, or other benefits of the project which outweigh the significant effects on the environment and a statement of overriding considerations has been prepared.

The City Council finds as follows:

A. CEQA requires decision-makers to balance the benefits of a proposed project against its unavoidable environmental impacts. If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable" by adopting a Statement of Overriding Considerations. This

statement sets forth the project benefits or reasons why the Lead Agency, City of Lynwood, is in favor of approving and weighs these benefits against the project's environmental impacts identified in the Final EIR that cannot be mitigated to a level less than significant.

B. CEQA requires decision makers to adopt a mitigation monitoring and/or reporting program (MMRP) for those mitigation measures identified in the Final EIR that would mitigate or avoid each significant effect identified in the Final EIR, and to incorporate the MMRP including all mitigation measures as part of all future development proposals within the plan area. The Final EIR also includes an analysis of the extent to which the proposed project's direct and indirect impacts will commit nonrenewable resources to uses that future generations will probably be unable to reverse.

C. CEQA requires that the responses to comments in the Final EIR demonstrate good faith and a well-reasoned analysis and may not be conclusory. In response to several comments received, portions of the Draft EIR have been revised. Although new material has been added to the Draft EIR through preparation of the Final EIR, this new material provides clarification to points and information already included in the Draft EIR and is not considered to be significant new information or a substantial change to the Draft EIR that would necessitate recirculation.

D. The CEQA Guidelines state that "[t]he EIR is to inform other governmental agencies and the public generally of the environmental impact of a proposed project" and "CEQA does not require technical perfection in an EIR, but rather adequacy, completeness and a good-faith effort at full disclosure." (14 Cal. Code of Regs. § 15003(c) and (i).)

E. Comments received on the Draft EIR during the public review period show that a number of citizens are concerned about traffic and circulation, parking, neighborhood compatibility, and public safety. Public Agency comments were focused on the compatibility of future transit oriented communities with existing transit facilities and potential traffic impacts on the Long Beach Boulevard/I-105 Freeway interchange. Therefore, the Final EIR includes responses to comments responding to a large number of comments regarding public safety concerns and individual responses to technical comments raised by public agencies.

F. The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City Clerk of the City of Lynwood and shall be located at City Hall.

G. The City Council certifies the Final EIR prepared for the Lynwood Transit Area Specific Plan.

Section 2. Adoption of Findings Addressing the Issues Analyzed in the Final EIR.

The City Council hereby finds that the Final EIR for the Lynwood Transit Area Specific Plan identifies and discloses project-specific impacts and cumulative project impacts. Environmental impacts identified in the Final EIR, findings, and facts in support of findings are herein incorporated as Findings Required by CEQA, and are as follows:

A. The Final EIR identifies project-level impacts determined to be significant and mitigable to a less than significant level. They include:

1. AIR QUALITY

Significant Impact:

The proposed Specific Plan would increase traffic along all studied roadway segments; however, increased traffic would not result in the creation of carbon monoxide (CO) hotspots. The Specific Plan does not envision siting sensitive receptors near sources of toxic air contaminants. However, locating residential uses near transit services in the City of Lynwood may involve locating some residential dwellings near the I-105 Freeway and other major transportation corridors. Therefore, impacts related to exposing sensitive receptors to pollutant concentrations would be potentially significant, but mitigable.

Finding: Pursuant to CEQA Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Facts in Support of Finding: Implementation of Final EIR Mitigation Measures AQ-4(a) through AQ-4(e) would ensure that the proposed project does not result in any significant impacts to air quality and public health related to the construction of residential dwellings in proximity to the I-105 Freeway or other major transportation corridors.

2. Public Services

Significant Impact: Implementation of the proposed Specific Plan would add 3,500 residential units and an estimated 15,549 residents to the Plan Area, which would increase use of recreational facilities, contributing to their physical deterioration, and the city's parkland deficiency. Impacts would be significant but mitigable.

Finding: Pursuant to CEQA Section 15091(a)(1), mitigation measures have been required in, or incorporated into, the project which avoid or substantially lessen the environmental effect as identified in the Final EIR.

Facts in Support of Finding: Implementation of the Final EIR Mitigation Measure PS-1 would ensure that the proposed project does not result in any significant impacts on recreational facilities.

3. Utilities

Significant Impact: Full buildout of development included under the proposed Specific Plan would generate an increased demand for water. The City would be able to supply projected demand based on existing entitlements provided that the proposed project incorporates conservation measures. Therefore,

impacts to water supply would be significant but mitigable.

Finding: Pursuant to CEQA Section 15091(a)(1), mitigation measures have been required in, or incorporated into, the project which avoid or substantially lessen the environmental effect as identified in the Final EIR.

Facts in Support of Finding: Implementation of the Final EIR Mitigation Measure U-1 would ensure that the proposed project does not result in any significant impacts on water availability.

B. Project-Level Impacts Determined to be Significant, Unavoidable and Mitigated to the Maximum Feasible Extent

The Final EIR identifies project-level impacts in the resource area of Operational Noise and Traffic that cannot be fully mitigated and are therefore considered unavoidable. To the extent the impacts remain significant and unavoidable, such an impact is acceptable when weighed against the overriding social, economic, legal, technical and other considerations, including beneficial effects of the project, which are described in the Statement of Overriding Considerations in Section 6.

1. OPERATIONAL NOISE

Significant Impact: Traffic generated by buildout of the proposed Specific Plan would incrementally increase noise levels on roads in the Plan Area. The increase of up to 0.2 dBA would exceed the FTA Significance of Changes in Operational Roadway Noise Exposure thresholds. Compliance with the standards required in the Lynwood General Plan and implementation of Mitigation Measures N-3(a) through N-3(e) would reduce roadway noise impacts to the maximum extent feasible. With mitigation, roadway noise impacts to interior noise levels in residences would be reduced to a less than significant level. However, roadway noise impacts to exterior noise levels would be significant and unavoidable. In the event the proposed project is approved despite these significant noise impacts, a Statement of Overriding Considerations will be required to be adopted by the decision-makers.

Finding: Impacts from the project's operational noise impacts are reduced by identified mitigation measures but cannot be mitigated to a less than significant level. The City Council finds that, to the extent the impacts remain significant and unavoidable; such impacts are acceptable when weighed against the overriding social, economic and other considerations set forth in the Statement of Overriding Considerations in Section 6.

Facts in Support of Finding: Implementation of Final EIR Mitigation Measures N-3(a) through N-3(e) is required to address traffic noise; however, this issue will remain significant and unavoidable due to the existing level of noise along the major roadway corridors fronting the anticipated future development areas. The aforementioned mitigation measures indicate that the identified significant effects of the project have been reduced or avoided to the extent feasible.

2. Transportation/Traffic

Significant Impact: The Specific Plan would increase traffic levels along road segments under Existing Plus Project conditions and Future Year (2040) Plus Project (2040) conditions. Based on project related vehicle trips added to the roadway network, the project is anticipated to have significant impacts on the Long Beach Boulevard roadway segment and would exceed the Los Angeles County Congestion Management Plan (CMP) standards for four roadway segments in the plan area. Impacts would be significant and unavoidable.

Finding: Impacts from the project's traffic impacts are reduced by identified mitigation measures but cannot be mitigated to a less than significant level. The City Council finds that, to the extent the impacts remain significant and unavoidable; such impacts are acceptable when weighed against the overriding social, economic and other considerations set forth in the Statement of Overriding Considerations in Section 6.

Facts in Support of Finding: Implementation of Final EIR Mitigation Measures T-1(a) through T-1(f) is required to address traffic and circulation impacts; however, this issue will remain significant and unavoidable due to the existing level of congestion along the major roadway corridors fronting the anticipated future development areas. The aforementioned mitigation measures indicate that the identified significant effects of the project have been reduced or avoided to the extent feasible.

C. Cumulative Impacts Associated with the Project which Remain Potentially Significant and Unavoidable.

The Final EIR concludes that all cumulative impacts associated with the project would be less than significant without mitigation or less than significant after implementation of the required mitigation measures. Significant and unavoidable traffic impacts would occur during future year (2040) plus project conditions and thus are considered a significant and unavoidable cumulative impact.

Section 3. Alternatives Analysis.

Based upon the testimony and other evidence received, and upon studies and investigation made by the City Council, the City Council finds that the Final EIR analyzes a reasonable range of project alternatives. The alternatives in the Final EIR are as follows:

- A. No Project/No Development – This alternative assumes that the Specific Plan is not adopted and that the Plan Area would retain its existing land use designations according to the existing City of Lynwood General Plan. The existing growth assumptions for the Plan Area would continue to apply. Since the adoption of the City of Lynwood General Plan, little growth has occurred in the Plan Area. Therefore, this alternative assumes that this pattern would continue and no future growth beyond mere the replacement of existing commercial, residential, and

industrial uses would occur in the Plan Area. This alternative would fail to meet any of the Project Applicant's stated objectives.

Objective 1: Promote Transit-Oriented Development Near the Metro Green Line Station - Expand on the accessibility of the Green Line Station and the energy at Plaza Mexico by creating a dynamic transit district with a distinctive identity - an active and attractive hub where people come to live, shop, work and play.

The No Project Alternative would not meet this objective. Under this alternative, limited transit-oriented development would take place within the plan area; it would remain a mix of uncoordinated commercial, residential and industrial development with minimal infrastructure improvements supporting transit services.

Objective 2: Allow for Flexibility in Land Uses - Provide a framework for approval of incremental development projects on a single concept plan that offers defined ranges of flexibility to accommodate market changes.

The No Project Alternative would not meet this objective. Future development within the plan area would remain subject to the City's current zoning ordinance, which does not provide an efficient framework for review of mixed-use transit oriented communities.

Objective 3: Consolidate Uses and Create New Development Sites - Identify sites most suitable for assembly and revitalization.

The No Project Alternative would not meet this objective. Under this alternative, catalytic development sites would not be identified and the desired development standards promoting transit-oriented communities would not be established, which would limit future opportunities for revitalization.

Objective 4: Enhance Pedestrian Comfort and Safety - Increase facilities, add connections, and multiply opportunities to safely and conveniently get around the area on "complete" streets by foot, bike, and public transit.

The No Project Alternative would not meet this objective. Under this alternative, the desired development standards promoting transit-oriented communities, multi-modal transportation strategies, and pedestrian/bicycle and recreation improvement strategies would not be established.

Objective 5: Enhance Recreational Opportunities- Increase landscaped areas, parks, open space, and trails that are supportive of the public life of the community. Facilitate security and well-being for the Specific Plan Area's residents, employees, and visitors through increased activity, better walkability, controls on cars and drivers, and better design and wayfinding.

The No Project Alternative would not meet this objective. Under this alternative, the desired development standards promoting transit-oriented communities, the expansion of open space and recreational uses, pedestrian and bicycle network

improvements, and multi-modal transportation strategies would not be established.

Objective 6: Improve and Facilitate Additional Housing - A variety of housing types should be provided which are compatible with existing housing types and neighborhoods within the community. A diverse mix of ownership and rental housing, and market rate, affordable, and workforce housing should be maintained.

The No Project Alternative would not meet this objective. Under this alternative, the desired development standards promoting transit-oriented communities and residential development compatible with the surrounding residential neighborhoods would not be established.

Objective 7: Create a Sustainable Community - Ensure public health, safety and welfare by providing and maintaining sustainable facilities to ensure a balance between development and the environment. Continue to make certain that public services and facilities adequately support new development.

The No Project Alternative would not meet this objective. Under this alternative, the desired development standards promoting transit-oriented communities, multi-modal transportation strategies designed to reduce GHG emissions, and low impact development strategies for stormwater and drainage improvements would not be established.

- B. Buildout Under the Long Beach Boulevard Specific Plan – This alternative would include future buildout previously envisioned as part of the Long Beach Boulevard Specific Plan (LBBSP), and considers the buildout potential of only those portions of the LBBSP currently located in the proposed Lynwood Transit Area Specific Plan Area. Under this scenario, future development within and adjacent to Plaza Mexico and the Long Beach Boulevard Corridor from Norton Avenue to Josephine Street would occur within an area totaling approximately 75 acres. This alternative would include development of up to 575 total residential units in the LBBSP Area compared to 3,500 units with the Specific Plan, and 1,580,000 square feet of non-residential development compared to 1,200,000 square feet under the Specific Plan.

This alternative was evaluated for the same impact categories as the proposed project and was found to have similar impacts to the proposed project, but incrementally greater impacts to land use and planning concerns. This Alternative would meet some of the project's stated objectives; however it would be to a lesser extent than the proposed project.

Objective 1: Promote Transit-Oriented Development Near the Metro Green Line Station - Expand on the accessibility of the Green Line Station and the energy at Plaza Mexico by creating a dynamic transit district with a distinctive identity - an active and attractive hub where people come to live, shop, work and play.

Under the LBBSP alternative, more limited opportunities for transit-oriented

residential development would take place within the plan area, particularly within and adjacent to the Plaza Mexico area. Moreover, future revitalization opportunities within the properties fronting Alameda Street and fronting Imperial Highway would not be available under the LBBSP. The open space, mobility and parking/transportation demand management strategies would also not be available under the LBBSP alternative.

Objective 2: Allow for Flexibility in Land Uses - Provide a framework for approval of incremental development projects on a single concept plan that offers defined ranges of flexibility to accommodate market changes.

Under the LBBSP alternative, more limited opportunities for transit-oriented residential development would take place within the plan area, particularly within and adjacent to the Plaza Mexico area. The same level of land use flexibility would also not be provided under the LBBSP alternative.

Objective 3: Consolidate Uses and Create New Development Sites - Identify sites most suitable for assembly and revitalization.

Under the LBBSP alternative, a number of catalytic development sites would not be identified and the desired development standards promoting transit-oriented communities would not be established, which would limit future opportunities for revitalization.

Objective 4: Enhance Pedestrian Comfort and Safety - Increase facilities, add connections, and multiply opportunities to safely and conveniently get around the area on "complete" streets by foot, bike, and public transit.

Under the LBBSP alternative, the project area is limited to areas immediately adjacent to Long Beach Boulevard and thus it does not provide the desired development standards promoting transit-oriented communities, multi-modal transportation strategies, and pedestrian/bicycle and recreation improvement strategies along key corridors such as Alameda Street, Imperial Highway, Fernwood Avenue, State Street, etc.

Objective 5: Enhance Recreational Opportunities- Increase landscaped areas, parks, open space, and trails that are supportive of the public life of the community. Facilitate security and well-being for the Specific Plan Area's residents, employees, and visitors through increased activity, better walkability, controls on cars and drivers, and better design and wayfinding.

Under the LBBSP alternative, the desired development standards promoting transit-oriented communities, the expansion of open space and recreational uses, pedestrian and bicycle network improvements, and multi-modal transportation strategies would be limited to properties along Long Beach Boulevard and thus opportunities for safety improvements along Alameda Street, Imperial Highway, Fernwood Avenue, and State Street would not materialize.

Objective 6: Improve and Facilitate Additional Housing - A variety of housing types should be provided which are compatible with existing housing types and neighborhoods within the community. A diverse mix of ownership and rental housing, and market rate, affordable, and workforce housing should be maintained.

Under the LBBSP alternative, the desired development standards promoting transit-oriented communities and residential development compatible with the surrounding residential neighborhoods would not be established.

Objective 7: Create a Sustainable Community - Ensure public health, safety and welfare by providing and maintaining sustainable facilities to ensure a balance between development and the environment. Continue to make certain that public services and facilities adequately support new development.

Under the LBBSP alternative, the desired development standards promoting transit-oriented communities, multi-modal transportation strategies designed to reduce GHG emissions, and low impact development strategies for stormwater and drainage improvements would only be established for properties located adjacent to Long Beach Boulevard.

The City Council finds that the LBBSP Buildout Alternative will not meet the project objectives to the same extent as the proposed project, and that the preferred alternative provides a more desirable mix of commercial, residential, industrial, and open space uses and a more aesthetically pleasing environment.

- C. Lower Growth Alternative SCAG 2040 Buildout – This alternative would accommodate the residential and job growth forecast for the City of Lynwood in SCAG's 2016 RTP/SCS in the Plan Area. Under this scenario, future development in the Plan Area would include 1,500 residential units and approximately 1,700 new jobs. Utilizing SCAG's square foot per job estimate of 511 square feet of commercial square footage per employee (SCAG, 2001), the forecast 1,700 new jobs equates to approximately 870,000 square feet of new commercial uses.

This alternative was evaluated for the same impact categories as the proposed project and was found to have similar impacts to the proposed project; however development would likely occur throughout the entire City of Lynwood and would not be targeted towards properties located near existing transit services and transit-rich corridors. This Alternative would meet the proposed project's stated objectives; however it would be to a lesser extent than the proposed project.

Objective 1: Promote Transit-Oriented Development Near the Metro Green Line Station - Expand on the accessibility of the Green Line Station and the energy at Plaza Mexico by creating a dynamic transit district with a distinctive identity - an active and attractive hub where people come to live, shop, work and play.

Under the SCAG 2040 Buildout Alternative, more limited opportunities for transit-oriented residential development would take place within the plan area, particularly

within and adjacent to the Plaza Mexico area as future development opportunities would be spread throughout the City instead of targeted near transit services. Future revitalization opportunities within the properties fronting Alameda Street and fronting Imperial Highway would also be limited under the SCAG Alternative.

Objective 2: Allow for Flexibility in Land Uses - Provide a framework for approval of incremental development projects on a single concept plan that offers defined ranges of flexibility to accommodate market changes.

Under the SCAG 2040 Buildout Alternative, individual projects would be reviewed pursuant to the existing zoning ordinance and land use standards, which would provide a more limited level of land use flexibility and limited opportunities for mixed-use development near transit services.

Objective 3: Consolidate Uses and Create New Development Sites - Identify sites most suitable for assembly and revitalization.

Under the SCAG 2040 Buildout Alternative, a number of catalytic development sites would not be identified and the desired development standards promoting transit-oriented communities would not be established, which would limit future opportunities for revitalization.

Objective 4: Enhance Pedestrian Comfort and Safety - Increase facilities, add connections, and multiply opportunities to safely and conveniently get around the area on "complete" streets by foot, bike, and public transit.

Under the SCAG 2040 Buildout Alternative, development would likely occur throughout the City and would not be targeted within transit-rich service areas. In addition, it would not provide the desired development standards promoting transit-oriented communities, multi-modal transportation strategies, and pedestrian/bicycle and recreation improvement strategies along key corridors such as Alameda Street, Imperial Highway, Fernwood Avenue, State Street, etc.

Objective 5: Enhance Recreational Opportunities- Increase landscaped areas, parks, open space, and trails that are supportive of the public life of the community. Facilitate security and well-being for the Specific Plan Area's residents, employees, and visitors through increased activity, better walkability, controls on cars and drivers, and better design and wayfinding.

Under the SCAG 2040 Buildout Alternative, the desired development standards promoting transit-oriented communities, the expansion of open space and recreational uses, pedestrian and bicycle network improvements, and multi-modal transportation strategies would not be available and development would be spread throughout the City instead of within transit-rich service areas.

Objective 6: Improve and Facilitate Additional Housing - A variety of housing types should be provided which are compatible with existing housing types and neighborhoods within the community. A diverse mix of ownership and rental

housing, and market rate, affordable, and workforce housing should be maintained.

Under the SCAG 2040 Buildout Alternative, the desired development standards promoting transit-oriented communities and residential development compatible with the surrounding residential neighborhoods would not be established. Instead, future growth would occur throughout the City under the City's current zoning ordinance, which does not provide for as diverse a mix of housing.

Objective 7: Create a Sustainable Community - Ensure public health, safety and welfare by providing and maintaining sustainable facilities to ensure a balance between development and the environment. Continue to make certain that public services and facilities adequately support new development.

Under the SCAG 2040 Buildout Alternative, the desired development standards promoting transit-oriented communities, multi-modal transportation strategies designed to reduce GHG emissions, and low impact development strategies for stormwater and drainage improvements would not be established.

The City Council finds that the SCAG 2040 Buildout Alternative will not meet the project objectives to the same extent as the proposed project, and the proposed project provides a more desirable and lower scale mix of commercial retail uses and a more aesthetically pleasing environment.

D. The Preferred Alternative

This alternative is described in detail throughout the associated staff report and Final EIR as the proposed project. The proposed project does reduce significant impacts through the implementation of mitigation measures and meets the project objectives described above. The Final EIR provides substantial evidence that the proposed project will result in no significant impact to Aesthetics, Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Land Use, Fire Protection Services, Sheriff Protection Services, Recreation, Agricultural Resources, Mineral Resources, and Population and Housing. With regard to the remaining environmental subject areas (Air Quality, Public Services, and Utilities), any impacts posed by the proposed project are less than significant with the implementation of mitigation measures. Operational noise and Traffic impacts were found to be significant and unavoidable; however, they will be minimized to the extent feasible by Final EIR Mitigation Measures N-3(a) through N-3(f), and T-1(a) through T-1(f).

The City Council finds that the range of alternatives studied in the EIR reflect a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the Proposed Project's significant environmental effects, while accomplishing most of the Project Objectives. The City Council finds that the alternatives analysis is sufficient to inform the City Council, agencies, and the public regarding the tradeoffs between the degree to which alternatives to the Proposed Project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder

the achievement of the Project Objectives.

The City Council finds that the Proposed Project would satisfy the Project Objectives. As set forth in Section 2(A) and (B) above, the City Council has adopted mitigation measures that avoid or reduce to the extent feasible the significant environmental effects of the Proposed Project. As explained in Section 2(B), while these mitigation measures will not mitigate all Project impacts to a less-than-significant level, they will mitigate those impacts to a level that the City Council finds is acceptable. The City Council finds the remaining alternatives infeasible for a number of reasons, including that they would not meet most of the Project Objectives and would be inconsistent with City planning policies. Accordingly, the City Council has determined to approve the Project instead of approving one of the remaining alternatives.

Section 4. General Findings.

Based upon the testimony and other evidence received, and upon studies and investigation conducted for the project, the City Council finds:

A. The Final EIR for this project is adequate, complete, and has been prepared in accordance with CEQA.

B. The City Council has reviewed and considered the Final EIR in reaching its conclusion.

C. In accordance with CEQA Guidelines Sections 15091 and 15093, the EIR includes a description of each potentially significant impact and rationale for finding that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as detailed in Section 2.

D. In accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, changes and alterations have been required and incorporated into the Lynwood Transit Area Specific Plan and EIR which avoids or substantially lessens the significant environmental effect because feasible mitigation measures included in the MMRP, Exhibit A to this resolution, are made conditions of approval for this project.

E. The Final EIR reflects the City's independent judgment and analysis.

Section 5. Statement of Overriding Considerations.

Based upon the testimony and other evidence received, and upon studies and investigation conducted for the project, the City Council has determined that, although EIR mitigation measures and conditions of approval imposed on the project will provide substantial mitigation of the identified significant environmental project-level and cumulative effects pertaining to Operational Noise and Traffic discussed in Section 2(B), these environmental effects cannot be feasibly mitigated to a level of insignificance. Consequently, in accordance with CEQA Guidelines Section 15093, a Statement of Overriding Considerations has been prepared to substantiate the City Council's findings that these significant, unavoidable impacts are acceptable when balanced against the specific

overriding economic, legal, social, technological and other considerations and community benefits afforded by the project.

SPECIFIC, OVERRIDING COMMUNITY BENEFITS OF THE PROJECT THAT OUTWEIGH THE SIGNIFICANT EFFECTS ON THE ENVIRONMENT

- A. Any one or a combination of these specific community benefits would outweigh the unavoidable environmental impacts of the project.
1. The Specific Plan envisions future development of up to 3,500 dwelling units, up to 1.2 million square feet of commercial development, up to 350 hotel rooms, and approximately 750,000 square feet of industrial uses, which could support up to 5,668 jobs. Considering the city's homeowner and rental vacancy rates, it is anticipated that these housing units would support up to 3,415 households. The 5,668 new jobs and 3,415 new households, when added to the number of jobs and households that existed in the city in 2012, would shift the job-to-housing ratio from 0.62 to 0.82 jobs per household. This improvement in the jobs-to-housing ratio would allow a higher percentage of the city's residents to work locally, thereby supporting sustainable growth by reducing the number of vehicle miles traveled between work and home. Additionally, the mix of commercial and residential uses would encourage complete neighborhoods where services are available close to where people live.
 2. The proposed land use plan, development standards and design guidelines require clustered development patterns for residential and commercial uses near transit services. The Specific Plan would ensure that mobility, accessibility, travel safety, and reliability for people and goods would be maximized. Furthermore, the Specific Plan is designed to create sustainable, urban neighborhoods, focused on providing a blend of parks, strong businesses, and transit-oriented housing and commercial services, as well as a wide range of multi-modal transportation practices. Access and circulation improvements are based on the "Complete Streets" concept to design the street network to accommodate all users (pedestrians, bicycles, buses, automobiles, and trucks) safely and efficiently.
 3. Objective No. 5 of the proposed Specific Plan is to: "Enhance Recreational Opportunities" by increasing landscaped areas, parks, open space, and trails that support the public life of the community. Facilitate security and well-being for the Specific Plan Area's residents, employees, and visitors through increased activity, better walkability, controls on cars and drivers, and better design and wayfinding. Improvements envisioned in the Open Space land use designation shall primarily include: (1) the development of a central plaza within the Town Center land use designation; (2) the development of a linear park containing a shared bicycle/pedestrian pathway and other amenities along the southern boundary of the Town Center land use designation that extends from Long Beach Boulevard west to the intersection of Fernwood Avenue and Imperial Highway; (3) the development of an approximately 3.4 acre

neighborhood park west of the Imperial Highway Fernwood intersection; and (4) the development of a linear park containing shared bicycle/pedestrian pathway and other amenities along the south side of Fernwood Avenue from its intersection with Long Beach Boulevard east to Fir Street.

The City Council has reviewed and considered the environmental information contained in the Final EIR (SCH # 2015121020) and determines that it is adequate and in compliance with CEQA (Public Resources Code, Section 21000 et seq.). In compliance with Public Resources Code Section 12081 and CEQA Guidelines Section 15093, the City Council has considered the project benefits as balanced against the unavoidable adverse environmental effects and hereby determines that any of the overriding considerations listed in the Statement of Overriding Considerations outweighs the unavoidable adverse environmental effects; therefore, the City Council determines that the adverse environmental effects are considered acceptable.

The City Council hereby certifies the Final EIR for the Lynwood Transit Area Specific Plan, adopts the above Statement of Overriding Consideration, and adopts the Mitigation Monitoring Program "Exhibit A" and made a part hereof.

Section 6. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 6th day of September 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltran
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Erika Ramirez, Interim
Development Compliance and
Enforcement Services Director

Exhibit "A" MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each applicable mitigation measure recommended in this Environmental Impact Report, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the Mitigation Monitoring and Reporting Program (MMRP).

In order to implement this MMRP, the City of Lynwood shall designate a Project Mitigation Monitoring and Reporting Coordinator ("Coordinator"). The coordinator shall be responsible for ensuring that the mitigation measures incorporated into the project are complied with during project implementation.

The following table shall be used as the coordinator's checklist to determine compliance with required mitigation measures.



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
AIR QUALITY							
AQ-4(a) Health Risk Assessment If a future development project locates sensitive receptors within 500 feet of the I-105 Freeway or other roadway corridor identified by the City of Lynwood as a potential source of substantial toxic air contaminants, the project applicants shall retain a qualified air quality consultant to prepare a health risk assessment (HRA) in accordance with the California Air Resources Board and the Office of Environmental Health and Hazard Assessment requirements to determine exposure of project residents/occupants/users to stationary and mobile (e.g. cars and trucks) sources of air pollution prior to the issuance of a demolition, grading, or building permit. The HRA shall be submitted to the City of Lynwood for review and approval. The project applicant shall implement the approved HRA recommendations, if any. If the HRA concludes that the air quality risks from nearby sources are at or below acceptable levels, then additional measures are not required.	Submit a Health Risk Assessment to the City of Lynwood for review and approval	Submit HRA to the City prior to project approval.	Once or as necessary during project review or plan check	City of Lynwood – Planning Department			
	Follow approved HRA recommendations	City to review implementation of design elements to reduce health risk prior to issuance of a building permit and prior to project occupancy	Once or as necessary during project review or plan check				
AQ-4 (b) Air Quality Health Risk Reduction As determined necessary by a Health Risk Assessment to reduce health risks from poor air quality, future project applicants shall implement the following features that have been found to reduce air quality risks to sensitive receptors and these measures may be included in future project construction plans. These measures shall be submitted to the City of Lynwood for review and approval prior to the issuance of a demolition, grading, or building permit. 1. Do not locate sensitive receptors near distribution centers' entry and exit points. 2. Do not locate sensitive receptors in the same building as perchloroethylene dry cleaning facilities. 3. Maintain a 50-foot buffer from a typical gas dispensing facility (under 3.6 million gallons per year). 4. Install, operate, and maintain in good working order a central	Follow approved HRA recommendations	Submit plans for HRA risk reduction prior to issuance of building permits	Once or as necessary during plan check	City of Lynwood – Planning Department			
	City to review implementation of health risk reduction measures prior to issuance of a building permit	City to confirm appropriate level of health risk reduction prior to issuance of building permits	Once or as necessary during project review or plan check				



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
heating and ventilation (HV) system or other air intake system in the building(s), or in each individual residential unit, that meets the appropriate efficiency standards. The HV system should include the following features: (1) installation of a high efficiency filter and/or carbon filter to filter particulates and other chemical matter from entering the building. Either HEPA filters or ASHRAE 85% supply filters should be used. (2) Retain a qualified HV consultant or HERS rater during the design phase of the project to locate the HV system based on exposure modeling from the mobile and/or stationary pollutant sources. (3) Maintain positive air pressure in the building. (4) Achieve a performance standard or at least one air exchange per hour of fresh outside filtered air. (5) Achieve a performance standard of at least 4 air exchanges per hour of recirculation. (6) Achieve a performance standard of 0.25 air exchanges per hour of unfiltered infiltration if the building is not positively pressurized.							
AQ-4 (c) HV System Repair and Maintenance Future project developments shall maintain, repair and/or replace the HV system, or prepare an Operation and Maintenance Manual for the HV system and the filter. The manual should include the operating instructions and maintenance and replacement schedule. This manual should be included in the CC&R's for residential projects and distributed to the building maintenance staff. In addition, the project developer may prepare a separate Homeowners Manual. The manual should contain the operation instructions and maintenance and replacement schedule for the HV system and the filters. It should also include a disclosure to the buyers of the air quality analysis and findings.	Future development projects shall follow approved HRA recommendations for the installation and maintenance of all required HV systems. As necessary, HV Systems shall be integrated into future project designs	During the individual project design phase and prior to issuance of building permits	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Safety Department			



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
AQ-4 (d) Establish Appropriate Buffers To the maximum extent practicable, the City of Lynwood shall ensure that private (individual and common) exterior open space, including playgrounds, patios, and decks, be either shielded from sources of air pollution by buildings or otherwise buffered to further reduce air pollution for users and/or occupants.	The design of exterior spaces shall be shielded from sources of air pollution or sufficiently set back from emission sources	During the individual project design phase and prior to issuance of building permits	Once or as necessary during plan check	City of Lynwood – Planning Department and Building and Safety Department			
AQ-4 (e) Establish Landscape Buffers As applicable and feasible, future project applicants shall plant appropriate vegetation to reduce PM10/PM2.5 when constructing a sensitive receptor within 500 feet of freeways and high-traffic volume roadways generating substantial diesel particulate emissions.	The design of future development projects shall integrate vegetative buffers between major roadway corridors	During the individual project design phase and prior to issuance of building permits	Once or as necessary during plan check	City of Lynwood – Planning Department and Building and Safety Department			
NOISE							
N-3(a) Design of Outdoor Living Spaces Future exterior balconies and other outdoor living spaces shall be sited away from Imperial Highway and Long Beach Boulevard frontages, where feasible.	Submit a plan illustrating how all outdoor living spaces will be sited in relation to Imperial Highway and Long Beach Boulevard	During the individual project design phase and prior to issuance of building permits	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Safety Department			
N-3(b) Sound Transmission Class (STC) 30 Windows and Doors All residential structures in the Plan Area designed to face Imperial Highway or Long Beach Boulevard should include windows and exterior doors that have a minimum STC rating of 30 STC or higher. Exterior doors should be solid core and have weather stripping installed.	Submit a plan illustrating the extent to which windows and exterior doors will have noise reduction features	During the individual project design phase and prior to issuance of building permits	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Safety Department			
N-3(c) Sound Transmission Class (STC) 45 Wall Assemblies All residential structures in the Plan Area designed to face Imperial Highway or Long Beach Boulevard should include exterior wall assemblies should have a STC rating of 45 or higher.	Submit a plan illustrating the extent to which windows and exterior doors will have noise reduction features	During the individual project design phase and prior to issuance of building permits	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Safety Department			



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
<p>N-3(d) Acoustical Analysis and Design Mitigation</p> <p>Residential developers shall retain a professional acoustical consultant to conduct acoustical analysis as part of the design process and the recommendations of the acoustical analysis shall be incorporated into project design. This will assure that the City's interior noise level standards are achieved. Noise reduction measures that may be required for future development may include but would not be limited to:</p> <p><u>Sound barriers, including sound walls</u></p> <ul style="list-style-type: none"> ▪ To avoid secondary aesthetic impacts, long expanses of walls or fences shall be interrupted with offsets and provided with accents to prevent monotony. Landscape pockets and pedestrian access through walls should be provided. Whenever possible, a combination of elements shall be used, including solid fences, walls, and, landscaped berms. ▪ Site layout, including setbacks, open space separation, orientation of outdoor activity areas away from roadways, and shielding of noise sensitive uses with non-noise-sensitive uses ▪ Roof and attic vents facing away from the nearest roadway ▪ Air conditioning or a mechanical ventilation systems that allow doors and windows to remain closed ▪ Double-paned glass on all windows ▪ Windows and sliding glass doors mounted in low air infiltration rate frames ▪ Solid core exterior doors with perimeter weather stripping and threshold seals ▪ Acoustically insulated building wall construction 	<p>Submit a site specific acoustical analysis and submit building plans that show the appropriate noise reduction measures.</p>	<p>During the individual project design phase and prior to issuance of building permits</p>	<p>Once or as necessary during project review or plan check</p>	<p>City of Lynwood – Planning Department and Building and Safety Department</p>			
	<p>Construct noise barriers to screen noise generating sources when located near adjoining sensitive land uses.</p>						



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
N-3(e) Non-habitable Buffer Zone For future residential developments subject to significant noise impacts from I-105, developers shall site non-habitable uses such as storage sheds, indoor-recreational uses, or parking areas between residences and I-105 to maximize the distance of residences away from Highway 105 freeway noise exposure to the greatest extent feasible.	Submit a site specific acoustical analysis and submit building plans that show the establishment of an appropriate non-habitable buffer zone to reduce noise exposure.	During the individual project design phase and prior to issuance of building permits	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Safety Department			
N-3(f) Noise Easement Dedication and Conformance with Metro Design Standards Parties planning construction over, under or adjacent to a Metropolitan Transportation Authority (MTA) facility or structure shall record a Noise Easement Deed in favor of the MTA and shall submit for review by MTA development plans and calculations showing the relationship between their project and the MTA facilities. The purpose of the MTA review is to reduce the chance of conflict, damage, and unnecessary remedial measures for both MTA and the parties and to determine conformance with MTA’s Adjacent Construction Design Manual.	Consult with METRO representatives throughout the design of individual projects which are in close proximity to existing METRO facilities	During the individual project design phase and prior to issuance of building permits	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Safety Department			
PUBLIC SERVICES							
PS-1 Payment of Parkland Impact Fees or Dedication Parkland. Future project applicants shall pay the appropriate parkland impact fees levied by the City of Lynwood in effect at the time of issuance of building permits, to the City’s Parks and Recreation Department or dedicate their pro-rata share of parkland to the City’s Parks and Recreation Department. If fees are paid, they shall be used for the development of additional parks in order to help meet the City’s desired parkland standard of three acres per 1,000 residents. If land for public parkland is dedicated, the City shall confirm that said land is dedicated in a configuration that helps to meet the City’s desired parkland standards of three acres per 1,000 residents. Applicants under the Specific Plan shall pay all fees or dedicate parkland prior to approval of planning entitlements building permits for each development project under the Specific Plan. The Parks and Recreation Department shall verify payment of park impact mitigation fees or land dedication.	Future project applicants shall pay the appropriate parkland impact fees to the City of Lynwood.	Prior to final inspection or certificate of occupancy	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Safety Department			



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
TRANSPORTATION AND CIRCULATION							
T-1(a) Signal Synchronization and Signal Timing. All the traffic signals along major roadways shall be interconnected so that a coordinated signal timing plan can be implemented to minimize vehicle stopped delay and traffic congestion <u>and should incorporate crossing lead times for pedestrians and people riding bicycles.</u> Most of the major arterials in Los Angeles County are already under the County's Traffic Signal Synchronization System (TSSP) and others are in the process of implementation by the County. This strategy will greatly enhance area-wide mobility and efficiency in traffic circulation through arterial intersections when fully completed.	Future project applicants shall work with City Staff to help coordinate the interconnection of traffic signals within the Plan Area	During the individual project design phase	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Public Works Department			
T-1(b) Automated Traffic Surveillance and Control and Adaptive Traffic Control. Automated Traffic Surveillance and Control (ATSAC) and Adaptive Traffic Control (ATC) systems are based on a comprehensive monitoring of traffic and circulation of area streets and intersections from a centralized location, usually a Transportation Management Center (TMC) at the City Hall, using video cameras and sensors located at various key locations. The ATSAC system allows City's traffic engineers to observe and adjust signal timing at the intersections based on real-time traffic demands at various approaches for various movements. The ATC system provides real-time advisories and guidance to motorists through various changeable message signs (CMS) located at key arterial locations upstream of congested intersections. These systems are extensively in use in the City of Los Angeles and have been considered as effective mitigation of traffic impacts, reducing intersection V/C ratio by 0.07 with ATSAC system and by 0.03 with ATC system. When used in combination, these mitigation measures can reduce V/C ratio by a total of 0.10, thereby significantly improving circulation conditions.	Future project applicants shall work with City Staff to help coordinate the implementation of ATSAC and adaptive traffic control	During the individual project design phase.	Once or as necessary during project review or plan check	City of Lynwood – Planning Department and Building and Public Works Department			
T-1(c) Carpool/Rideshare Programs. The Los Angeles County Metropolitan Transportation Authority and other transportation agencies in the region offer rideshare services to area employers. Metro Commute Services, funded and implemented	Future project applicants shall work with City Staff to implement carpool/rideshare programs as part of each	During the individual project design phase.	Once or as necessary during project	City of Lynwood – Planning Department and Building and			



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
<p>by MTA, has offered rideshare services to area employers since 2002. Metro Commute Services provides carpool/vanpool match lists, and additional survey data services to calculate employer work site average vehicle ridership for rideshare option. Employers who are committed to promoting ridesharing at their work sites and provide rideshare incentives to employees through Metro Commute Services programs are eligible participate in Metro Rewards and the Guaranteed Ride Home Program. Metro Rewards, initiated in 2000, provides a nominal financial reward for employees that commit to rideshare. The Guaranteed Ride Home Program, initiated in 2006, provides a taxi ride or rental car to ridesharing employees in emergency situations, such as unexpected illnesses or unscheduled overtime.</p>	<p>individual development proposal</p>		<p>review or plan check</p>	<p>Public Works Department</p>			
<p>T-1(d) Incentives to Increase Transit Ridership. Encouraging ridership on transit is an important strategy for reducing vehicular trips on circulation system. The following services are particularly useful because they increase the potential for commuters to ride transit:</p> <ul style="list-style-type: none"> ▪ EZ Transit Pass: The EZ transit pass encourages greater transit ridership by providing the ability for transit patrons to use different transit services with only one pass. It allows riders to transfer from one transit system to another without worrying about transfer payments or fare differentials. ▪ Transit Access Pass (TAP): The EZ transit pass and all other paper passes have been transitioning to a universal fare system known as TAP. TAP is a plastic "smart card" that can be used month after month to pay fares. Users simply tap their cards on the bus/rail fare box and a "beep" alert verifies that the cards are valid. Like the EZ transit pass, TAP is used for transfers among different transit systems. ▪ Employer-based transit fare subsidies: Employers and transit agencies encourage transit use throughout the county with pre-paid fare media. Employers have a choice among several programs that are part of Metro Commute 	<p>Future project applicants shall work with City Staff to implement transit ridership incentives as part of each individual development proposal</p>	<p>During the individual project design phase.</p>	<p>Once or as necessary during project review or plan check</p>	<p>City of Lynwood – Planning Department and Building and Public Works Department</p>			



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
<p>Services. Two of these programs include MTA Annual Transit Access Pass (A-TAP) and Metro Business Transit Access Pass (B-TAP). A-TAP allows employers to buy and distribute annual transit passes to employees who take transit. B-TAP allows employers to purchase annual transit passes at a discounted group rate for all worksite employees. Another program for employers is Metro Mail. Through Metro Mail employers can encourage transit use by ordering monthly passes for employees. Employers also have the option of requesting a weekly pass for newly hired employees. In addition to directly encouraging transit use, participating in any of these programs also makes employers eligible to participate in Metro Rewards and the Regional Guaranteed Ride Home.</p> <ul style="list-style-type: none"> Commuter Benefits: Federal IRS tax code 132 (f) contains tax breaks available for subsidizing transit and vanpooling for employees. Participating employers can offer pretax dollars to employees who ride transit or join a vanpool. Once a year MTA holds a workshop with employers to encourage and help them implement this program. The Commuter Benefits program was recently expanded to include benefits for employees who bicycle to work. 							
<p>T-1(e) Bicycle Facilities and Other Non-motorized Transportation. Continue to implement the City of Lynwood's Bicycle and Pedestrian Transportation Plan, which will provide additional safe and comfortable options for cyclists by expanding the planned bicycle and pedestrian improvements throughout the City, in the form of connected network of on-street and off-street improvements. Improvement project have been specifically recommended on over 35 roadway segments, some of which are located in the LTASP. The type of improvements include: <u>bike pathways</u>, cycle tracks, and bike lanes, and <u>bike routes</u>. Specifically in the LTASP, future development projects shall be required to construct or contribute funds toward the following major pedestrian/bicycle improvements:</p> <ul style="list-style-type: none"> Construct a Class I Bike Path along Fernwood Avenue from the western boundary of the LTASP east adjacent to the I- 	<p>Future project applicants shall work with City Staff to design and construct bicycle and pedestrian improvements as part of each individual development proposal</p>	<p>During the individual project design phase.</p>	<p>Once or as necessary during project review or plan check</p>	<p>City of Lynwood – Planning Department and Building and Public Works Department</p>			



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
<p>105 Freeway and the southern boundary of the Plaza Mexico Shopping Center, across Long Beach Boulevard and further east along Fernwood Avenue.</p> <ul style="list-style-type: none"> ▪ Construct Class II Buffered/Protected Bike Lanes along Imperial Highway east from its intersection with Fernwood Avenue to Long Beach Boulevard and along State Street. ▪ Construct Class III Bike Routes Lanes (Sharrows) along neighborhood streets in the LTASP, including but not limited to, California Avenue, Beechwood Avenue, Sanborn Avenue, and Mulford Avenue, Oakwood Avenue, and Lynwood Road. ▪ Construct Class IV Bike Lanes Cycle Tracks along Long Beach Boulevard south from its intersection with Imperial Highway to the southern boundary of the Plan Area. ▪ Establish enhanced sidewalks along Long Beach Boulevard with a dedicated six-foot wide amenity zone and an eight foot wide pedestrian zone. ▪ Establish enhanced sidewalks along Imperial Highway, State Street, and Beechwood Avenue with a dedicated 4-foot wide amenity zone and a 6ft. wide pedestrian zone. ▪ Add high visibility cross-walks at Imperial Highway and State Street, Long Beach Boulevard and Imperial Highway and California Avenue and Imperial Highway. ▪ Add sidewalk bulb-outs and extensions, or reducing curb returns on intersection corners wherever feasible. ▪ To the extent feasible, reconfigure the east and westbound I-105 on and off-ramps to allow safer pedestrian crossings. 							
<p>T-1(f) Transportation Demand Management. The Transit Center land use designation is envisioned as a place where one can conveniently access mass transit and alternative modes of transportation in the downtown area of Lynwood. Local and regional transportation alternatives will be provided in the Metro station and immediately surrounding areas, which is conveniently located at Metro’s Long Beach Boulevard Green Line stop. Although the transit “hub” is proposed at this location, the TDM programs are also planned to serve the surrounding communities and businesses throughout the LTASP and</p>	<p>Future project applicants shall work with City Staff to design and implement transportation demand management programs as part of each individual development proposal</p>	<p>During the individual project design phase.</p>	<p>Once or as necessary during project review or plan check</p>	<p>City of Lynwood – Planning Department and Building and Public Works Department</p>			



Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
<p>surrounding Lynwood neighborhoods. Individual developers in the LTASP will be responsible for implementation of the program prior to issuance of building permits, or upon verification by the City that sufficient transit demand exists. Transit services envisioned in the LTASP's Transit Center area include:</p> <ul style="list-style-type: none"> ▪ Improved access to the existing Metro bus lines (Metro Buses Lines 25, 60, 251, 360, 622, and 751) and other transit services, such as the local trolley and Dial-a-Ride Traditional bus service to other local and regional destinations ▪ Expanded number Park-n-Ride spaces parking spaces in a multi-level parking structure with integrated ground-floor retail and/or other transit rider services (such as a police sub-station, coffee shop, and/or news stand); ▪ Creation of an on-site "Mobility Center", which will provide residents with opportunities to conveniently access ZipCar, bicycle rental, and bicycle storage and ▪ Van Pool Service to major employment centers such as downtown Los Angeles, Long Beach, LAX, and West Los Angeles <p>Other key components that should be implemented as part of each new development in the LTASP, including:</p> <ul style="list-style-type: none"> ▪ Introductory Transportation Information Packet: provided to all residents and employees, outlining TDM programs, routes, schedules, carpools/ vanpools, shuttle/bus service maps, menu of incentives, etc. ▪ Carpool/Vanpool/Ridematching Services: This program would match residents and employees in Lynwood in carpools and vanpools to reduce drive alone trips. A Guaranteed Ride home service would provide reimbursement for immediate transportation home via Uber or Lyft or other similar mode to those in an emergency ▪ Subsidized Transit Pass: Transit passes would be purchased in bulk so that bus and rail passes could be provided for residents and employees in the LTASP. These passes 							



Mitigation Monitoring and Reporting Program
 Lynwood Transit Area Specific Plan Final EIR

Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
<p>typically provide unlimited rides on local or regional transit for low monthly fees.</p> <ul style="list-style-type: none"> ▪ Priced Commercial Parking: Multi-Spaced parking meters are planned along portions of Long Beach Boulevard, Imperial Highway, and in shared parking structures, with rates calibrated to ensure an 85% occupancy rate. This will provide a high level of convenience for parkers, largely eliminates circling for parking, and will help ensure turnover of the most convenient curb-parking spaces and availability for customers. ▪ Parking Cash-Out: Parking cash-out provides an equal transportation subsidy to employees who ride transit, carpool, vanpool, walk, or bicycle to work. Employees can be offered financial incentives such as free transit passes or a cash bonus to carpool, vanpool, bicycle, or walk, thus decreasing the demand for parking and ultimately reducing traffic congestion. 							
Utilities and Service Systems							
<p>U-1 Water Efficiency. In accordance with LEED NC prerequisites, the applicant shall employ strategies that in aggregate, use 20% less water than the water-use baseline calculated for the building (not including irrigation) after meeting the Energy Policy Act of 1992 fixture performance requirements. Calculations are based on estimated occupant usage and shall include only the following fixtures (as applicable to the building): urinals, lavatory faucets, showers and kitchen sinks.</p>	<p>Future project applicants shall work with City Staff to design and implement water efficiency strategies that reduce water usage by at least 20%</p>	<p>During the individual project design phase.</p>	<p>Once or as necessary during project review or plan check</p>	<p>City of Lynwood – Planning Department and Building and Public Works Department</p>			





MEMORANDUM

Date: September 6, 2016

TO: Honorable Mayor and Member of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Maria Quiñonez, City Clerk *MQ*
Daryl Betancur, Executive Assistant to City Clerk *DB*

SUBJECT: City of Lynwood Minutes

Recommendation:

Staff recommends the City Council approve the following minutes:

- Regular Meeting – June 21, 2016
- Regular Meeting – July 5, 2016
- Special Meeting – July 5, 2016
- Special Meeting – August 16, 2016 (1 of 2)
- Special Meeting – August 16, 2016 (2 of 2)
- Regular Meeting – August 16, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated with: N/A



**LYNWOOD CITY COUNCIL
REGULAR MEETING
JUNE 21, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 6:05 p.m.

Mayor Hernandez presiding.

Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

City Clerk Quiñonez announced the agenda had been duly posted in accordance with the Brown Act.

Item #3. ROLL CALL OF COUNCIL MEMBERS

PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Mayor Hernandez acknowledged the presence of City Treasurer Gabriela Camacho.

Item #4. PLEDGE OF ALLEGIANCE

Council Member Alatorre led the Council in the Pledge of Allegiance.

Item #5. INVOCATION

The invocation was offered by Rev. Robert Robinson, Jr.

Item #6. PRESENTATIONS/PROCLAMATIONS

- Sheriff Captain Carter – Update on Law Enforcement Issues

Lieutenant Chavez reported on the active shooter training scheduled for July 13; spoke about the Pizza with the Captain event at Plaza Mexico on Thursday, July 14; lastly, she provided an update on the human trafficking event recently held at Sheriff's Headquarters.

- City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).

None

Item #7. CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to recess to the City of Lynwood as the Successor Agency to the Lynwood Redevelopment Agency at 6:13 p.m. Motion carried by a 5-0 vote.

The City Council recessed to the Successor Agency meeting at 6:13 p.m.

The City Council reconvened to the regular meeting at 6:19 p.m.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

Irene Garcia spoke relative to item Nos. 19, 20 and 23 respectively. On item 19, she spoke against the Lynwood Lighting Assessment District; also spoke in opposition to item No. 20, the Lynwood Landscape Maintenance Assessment District; and on item No. 23, she spoke favorably as long as there were no change orders.

Harry Gibbens spoke about item No. 18, the Construction Contract Award for the Pedestrian Safety Improvement Project and had a statement read into the record.

Chris Wilson representative from the Office of Assembly Member Mike Gibson introduced himself to the audience and made brief remarks about the area which he represents.

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

Irene Garcia spoke against the \$15,000 City Manager limit and read an article into the record.

Paulette Bradley thanked the Council regarding a request she had been making and it related to the business protocol when staff answer the telephones at City Hall; she stated she would like to see name tags on the employees.

Joanna Kelly made comments related to the noticeable improvement in staff at City Hall answering the telephones in a much more professional manner; made comments regarding cleaning of the alleyways.

William Konovoloch resident of South Gate addressed the City Council regarding the East side of Atlantic Avenue looking like a dump site with lots of graffiti in the area of 10820 Atlantic Avenue.

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

By unanimous consent, the City Council agreed to entertain City Council orals at the end of the meeting. Following the completion of the agenda, the City Council by unanimous consent concurred to skip oral communications.

PUBLIC HEARING

City Manager Beltrán stated that on June 20, the City Council held a budget workshop that laid out some of the issues that were outlined in the presented budget; that we were dealing with a budget that initially had begun with a 3 million dollar deficit and through some measures and the receipt of additional income, staff had managed to narrow that gap; stated that the objective was always to have at least 10% of general fund expenditures in reserves in order to comply with the covenants of the bond issues; made comments related to the OPEB (Post Employment Benefits) liability; and the increase in costs in the amount of nearly one million dollars by the Sheriff's Department.

Item #8. ADOPTION OF THE FY 2016-17 BUDGET

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing.

Cheryl Pirisi, Executive Director of AFSCME District Council 36 addressed the City Council relative to the budget stating that the budget in Lynwood had for the past several years focused on the elimination of services and that today, there was nothing else to cut; that the Council could not cut its way out of a deficit; spoke in support of the one percent sales tax initiative; spoke about the structural revenue problem that existed; that employees were dedicated to partner with the City to face a tough issue.

Irene Garcia spoke about the audience being able to speak during special meetings; and spoke against any hiring from the outside of City employees.

Bruno Naulls, President of the Lynwood Management Association spoke in regards to the proposed employee eliminations, which would impact delivery of services; stated that layoffs would impact the community and would endanger the quality of life in the community.

Paulette Bradley made comments in support of the one percent sales tax increase; spoke on the issue of accountability and people being accountable for their job description; spoke about job pride; that the City needed to tighten up its operation.

Margaret Araujo spoke about the City being in a spiral trend instead of going up and how she had been bringing issues of concerns over the years and yet nothing had been done; spoke about having more enforcement due to speeding cars on her street; she also spoke about the lack of parking in her neighborhood and against the use of fireworks in Lynwood.

Santiago Lopez addressed the City Council about the budget and stated that as an employee, he was proud to work for the City and that on the subject of tightening up one's belt that should also apply to management.

Kevin Davies commented that City employees should be paid a just salary; that the surrounding cities have larger pay scales; that what the members of the bargaining units had been requesting was for the City to bring salaries up to par with other surrounding cities.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to close the public hearing.

Mayor Pro Tem Castro stated that she had expected to see a revised version of the budget document that had been presented at the workshop; other members of the City Council also concurred that there were some changes but that all changes requested were not included. Mayor Hernandez stated that he was going to make a motion to table this item since the Council did not have all the information needed to effectively deliberate.

City Manager Beltrán stated that staff had incorporated some changes on the front page of the document provided to the Council; that the Council had the prerogative to approve or deny items in the document if they so chose; that at the budget workshop staff had been given very little instructions and whatever instructions were given at the workshop, those had been incorporated into the new budget document.

Mayor Pro Tem Castro asked whether or not the Council desired to take the budget item by item.

MOTION: It was moved by Mayor Pro Tem Castro, to approve the City Council budget. Motion died for a lack of second.

Mayor Hernandez stated that he had concerns relative to that approach as there were missing items that the Council had requested and which were not included in the updated budget document.

Council Member Solache made comments on the budget stating that as a member of the community, this budget process was very important as the decisions being made impacted people's livelihood; he stated that collectively we can make a difference; that we should stand up and govern and make the tough decisions; spoke in support of the one percent sales tax initiative that was much needed in the community. He stated that as a sign of leadership he was giving up his travel budget 100% and his \$500.00 cash-in-lieu of benefits for the next 12 months or the next FY 2016-2017.

Mayor Pro Tem Castro amended her original motion to include Council Member Solache's request to give up his travel budget as well as his \$500.00 dollar cash-in-lieu. She stated that she too was agreeing to give up her travel budget for the next fiscal year

and asked City Attorney Garcia on a legal opinion as to whether or not she could earmark it and give direction as to its disposition.

City Attorney Garcia stated that it depended on the source of the funds. However, if the funds came from the general fund she could designate what specific purpose the funds could be used for or simply ask that the money stay in the general fund.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Solache that the respective travel budgets for both the Mayor Pro Tem and Council Member Solache be kept in the general fund and that the \$500.00 cash-in-lieu of benefits for Council Member Solache be retained in the general fund as well. Motion carried by unanimous consent.

Council Member Santillan-Beas thanked the employees for being present because they got to see first-hand what concerns and complaints were brought to the Council by the community about City employees who were not putting in their fair share; she stated that over the years the number of employees had been reduced significantly; that people were doing more than one job and that it was demoralizing to know that there was no money for any pay increases; she also spoke in favor of the one percent sales tax initiative and that the residents would get to have the final say.

SUBSEQUENT MOTION: Council Member Alatorre moved to table the budget hearing to another regular meeting so that City Council could get the revised budget they had requested at the workshop with the following conditions: 1) giving up the \$500.00 cash-in-lieu of benefits for all Council Members to save proposed eliminated positions; and 2) that all contracted positions be filled up by City employees. Motion died for a lack of second.

MOTION: Mayor Pro Tem Castro amended her original motion to state that the Council considered the budgets for City Council, City Manager, City Clerk, City Treasurer, Public Relations and Technology and table the rest and study the potential savings that could be reestablished into the general fund to protect other positions. Motion seconded by Council Member Solache and carried by unanimous consent.

Mayor Hernandez spoke at length about the budget and the need for all concerned parties to become involved and work together with the Council.

City Council

Mayor Pro Tem Castro stated that she had made the original motion to accept staff's recommendation to approve the City Council's budget with the caveat that Mayor Pro Tem Castro, Council Member Solache, Council Member Alatorre and Council Member Santillan-Beas were foregoing their travel budgets for the entire Fiscal Year 2016-2017; that Council Member Solache and Council Member Alatorre were also foregoing their \$500.00 cash-in-lieu of benefits, and to bring a list of all temporary positions and a list of all positions currently filled by consultants or contractors to determine where some of the

folks facing cuts could be placed; that the unions were to be engaged in the discussion to help identify, which of the temporary or contracted positions could go to Lynwood Employee Association (LEA) members. Motion died for a lack of second.

City Manager Beltrán stated that in witnessing the proceedings that he had hoped a consensus would be reached; that in light of the discussions, it was clear the Council could not reach an agreement. He also cautioned about adopting the budget partially and recommended that the budget be discussed, approved and adopted as a whole.

SUBSEQUENT MOTION: It was moved by Council Member Solache to postpone the approval of the budget to another meeting. Motion died for a lack of second.

City Attorney Garcia stated that the Mayor as the presiding officer could designate someone to articulate a motion and reminded the Council that a motion was needed to continue the current fiscal policies in place while the fiscal year ended.

MOTION: Mayor Pro Tem Castro withdrew her original motion, and moved to table the budget approval to July 5, continue the current fiscal policies and bring back the one percent sales tax initiative. Motion seconded by Council Member Alatorre. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Mayor Hernandez requested that any updates to the budget be given to the Council ahead of time in order to give the Council additional time to review.

Minute order No. 2016-82

Item #9. PUBLIC HEARING FOR THE ADOPTION OF THE 2015 URBAN WATER MANAGEMENT PLAN

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

There were no public comments.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Santillan-Beas to close the public hearing. Motion carried by unanimous consent.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

RESOLUTION NO. 2016.120 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING AND ADOPTING THE 2015 URBAN WATER MANAGEMENT PLAN

Item #10. PUBLIC HEARING TO ADOPT LEVY ON PBID ANNUAL ASSESSMENT FOR FY 16/17

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

Irene Garcia spoke about the imposing of the levy stating that citizens in this community were overtaxed.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to close the public hearing. Motion carried by unanimous consent.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to approve staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

RESOLUTION NO. 2016.121 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA ADOPTING THE RESOLUTION OF THE PBID ADVISORY BOARD SETTING THE ASSESSMENT AGAINST BUSINESS ENTERPRISES IN THE PARKING AND BUSINESS IMPROVEMENT DISTRICT FOR THE 2016-2017 FISCAL YEAR FOR THE LEVY OF THE ASSESSMENT PURSUANT TO THE APPROVED REPORT

Item #11. PROPOSED ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR THE INSTALLATION, ERECTION, CONSTRUCTION, REPLACEMENT, MODIFICATION, OR IMPROVEMENT OF STATIC OR CHANGING ELECTRONIC, DIGITAL, OR CHANGEABLE MESSAGE BILLBOARDS IN ALL ZONING DISTRICTS

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to open the public hearing. Motion carried by unanimous consent.

John Bowman spoke on behalf of Becker Boards and stated that Becker was seeking to install an outdoor advertising sign on leased property in an industrial site on Wright Road adjacent to the 710 freeway; that they had submitted a proposal for a Development Agreement (DDA) and that those efforts were abruptly stopped. Mr. Bowman urged the Council to vote against the extension of the moratorium.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to close the public hearing. Motion carried by unanimous consent.

Mike Poland, Planning Manager provided a brief background relative to the administrative record and spoke about the issues that lead to the presented recommendation. He stated that in the current regulations, there was very little guidance on the process.

After a lengthy discussion on the merits and impacts of the extension of the temporary moratorium, the Council directed staff to accomplish this code amendment within a six-month period.

MOTION: It was moved by Mayor Hernandez, seconded by Mayor Pro Tem Castro, to direct staff to accomplish a zone code amendment within 6 months, and extend the temporary moratorium to December 31, 2016. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

ORDINANCE NO. 1684 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, EXTENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR THE INSTALLATION, ERECTION, CONSTRUCTION, REPLACEMENT, MODIFICATION, OR IMPROVEMENT OF STATIC OR CHANGING

ELECTRONIC, DIGITAL, OR CHANGEABLE MESSAGE BILLBOARDS IN ALL ZONING DISTRICTS

CONSENT CALENDAR

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to approve the consent calendar with the exception of items 13, 17, 19, 20, and 25, which were pulled for a separate discussion. Motion carried by the following roll call vote:

Mayor Pro Tem Castro requested that item No. 13 be pulled.

Council Member Alatorre requested that item Nos. 17 and 20 be pulled.

Council Member Solache requested that item Nos. 25 be pulled.

Council Member Santillan-Beas requested that item Nos. 19, 20 and 25 be pulled.

Item #12. MINUTES FROM PREVIOUS MEETINGS:

Special Meeting – May 25, 2016

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

Approved by Minute Order No. 2016-83

Item #13. APPROVAL OF THE WARRANT REGISTER (PULLED)

Finance Director Hall stated that staff was requesting an amendment to the warrant register for warrant No. 184220 for Cal City Construction, which showed an amount of \$290,579 and that amount should have been \$93,710 and that was because it was going to be off-set for some labor compliance penalties, thus that check would be reissued for the lower amount.

MOTION: It was moved by Council Member Solache, seconded by Mayor Pro Tem Castro to approve the warrant register with the given amendment. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, AND
MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: CASTRO (Stepped off dais)
ABSENT: NONE

RESOLUTION NO. 2016.122 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA
ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREFORE

Item #14. SECOND READING OF ORDINANCE; ADOPT BY TITLE AND WAVE
READING, ORDINANCE NO. 1681 "AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF LYNWOOD AMENDING CHAPTER 13
SECTION 7 OF THE CITY OF LYNWOOD MUNICIPAL CODE (VENDING,
PEDDLING, SELLING AND/OR SOLICITING ON PUBLIC STREETS,
SIDEWALKS, PARKS, PARKWAYS, MEDIANS, LANDS OR PROPERTIES
UNDER CONTROL OF THE CITY)

ORDINANCE NO. 1681 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA,
AMENDING CHAPTER 13 SECTION 7 OF THE LYNWOOD MUNICIPAL CODE
(VENDING, PEDDLING, SELLING AND/OR SOLICITING ON PUBLIC STREETS,
SIDEWALKS, PARKS, PARKWAYS, MEDIANS, LANDS OR PROPERTIES UNDER
CONTROL OF THE CITY)

Item #15. ORDINANCE NO. 1682 AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LYNWOOD, CALIFORNIA, AMENDING CHAPTER 3, SECTION,
13-3 OF THE CITY OF LYNWOOD MUNICIPAL CODE RELATING TO
PUBLIC NUISANCES.

ORDINANCE NO. 1682 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA,
AMENDING CHAPTER 3 SECTION 13-3 OF THE LYNWOOD MUNICIPAL CODE
RELATING TO PUBLIC NUISANCES

Item #16. SECOND READING OF ORDINANCE; ADOPT BY TITLE AND WAVE READ-
ING, ORDINANCE NO. 1683, AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF LYNWOOD, CALIFORNIA, AMENDING CHAPTER 4-8 OF THE
LYNWOOD MUNICIPAL CODE RELATING TO SPECIAL PERMITS FOR
REGULATORY PURPOSES

ORDINANCE NO. 1683 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, AMENDING CHAPTER 4-8 OF THE CITY OF LYNWOOD MUNICIPAL CODE RELATING TO SPECIAL PERMITS FOR REGULATORY PURPOSES

Item #17. APPROVAL TO AMEND A CONTRACT WITH ERICKSON-HALL CONSTRUCTION CO. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF THE CITY HALL ANNEX (PULLED)

Council Member Alatorre expressed concerns about the project due to the escalating costs, which now stands at \$16,000,000 dollars.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS SANTILLAN-BEAS, SOLACHE, CASTRO, AND MAYOR HERNANDEZ
NOES: ALATORRE
ABSTAIN: NONE
ABSENT: NONE

RESOLUTION NO. 2016.123 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING AN AMENDMENT TO THE AGREEMENT WITH ERICKSON-HALL CONSTRUCTION CO. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES

Item #18. CONSTRUCTION CONTRACT AWARD - PEDESTRIAN IMPROVEMENT PROJECT, PROJECT NO. 4011.67.913, FEDERAL PROJECT NO. HSIPL 5250 (025)

RESOLUTION NO. 2016.124 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AWARDED A CONTRACT TO ALL AMERICAN ASPHALT AS THE LOWEST RESPONSIBLE BIDDER IN THE AMOUNT OF 4382,170 FOR THE PEDESTRIAN SAFETY IMPROVEMENT PROJECT; PROJECT NO. 4011.67.913, FEDERAL PROJECT NO. HSIPL 5250 (025) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

Item #19. LYNWOOD LIGHTING ASSESSMENT DISTRICT NO. 2016-A, FY 2016-17

Council Member Santillan-Beas inquired about what the average increase per home would be if an increase were to be considered. Finance Director Hall stated that she

would prepare a brief analysis for the Lynwood Lighting Assessment District and the Lynwood Landscape and Maintenance District and include in the Council's green memo.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to accept staff's recommendation and set the date of July 5, 2016 for the public hearing. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, CASTRO AND MAYOR HERNANDEZ

NOES: SOLACHE

ABSTAIN: NONE

ABSENT: NONE

RESOLUTION NO. 2016.125 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING THE ENGINEER'S REPORT PREPARED PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE, SECTION 22565 ET SEQ., AS ORDERED BY THE CITY COUNCIL ON FEBRUARY 16, 2016, RELATING TO THE LYNWOOD LIGHTING ASSESSMENT DISTRICT

RESOLUTION NO. 2016.126 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2016-2017 WITHIN THE LYNWOOD LIGHTING ASSESSMENT DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (COMMENCING WITH STREETS AND HIGHWAYS CODE SECTION 22500 ET SEQ.) AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS OF JULY 5, 2016

Item #20. LYNWOOD LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2016-L, FY 2016-17

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to accept staff's recommendation and set the date of July 5, 2016 for the public hearing. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

RESOLUTION NO. 2016.127 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING THE ENGINEER'S REPORT PREPARED PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE, SECTION 22565 ET SEQ., AS ORDERED BY THE CITY COUNCIL ON FEBRUARY 16, 2016, RELATING TO THE LYNWOOD LANDSCAPING MAINTENANCE ASSESSMENT DISTRICT

RESOLUTION NO. 2016.128 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2016-2017 WITHIN THE LYNWOOD LANDSCAPING MAINTENANCE ASSESSMENT DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (COMMENCING WITH STREETS AND HIGHWAYS CODE SECTION 22500 ET SEQ.) AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS OF JULY 5, 2016

Item #21. CONSULTING SERVICES AGREEMENT WITH MONJARAS WISEMEYER GROUP FOR ACCOMODATION MEETING MANAGEMENT/INTERACTIVE PROCESS FACILITATION AND ESSENTIAL FUNCTIONS INCLUDING JOB ANALYSIS AND JOB BANK DEVELOPMENT SERVICES

RESOLUTION NO. 2016.129 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AMENDING A CONSULTING SERVICES AGREEMENT WITH MONJARAS & WISEMEYER GROUP, FOR ACCOMODATION MEETING MANAGEMENT/INTERACTIVE PROCESS FACILITATION AND ESSENTIAL FUNCTIONS INCLUDING JOB ANALYSIS AND JOB BANK DEVELOPMENT SERVICES

Item #22. APPROVAL OF CONTRACT CHANGE ORDER FOR THE STATE STREET AND CEDAR AVENUE IMPROVEMENT PROJECT, PROJECT NO. 4011.68.031

RESOLUTION NO. 2016.130 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING CONTRACT CHANGE ORDER NO. 1 IN AN AMOUNT NOT TO EXCEED \$75,000 BETWEEN THE CITY AND ALL AMERICAN ASPHALT FOR THE STATE STREET AND CEDAR AVENUE IMPROVEMENT PROJECT, PROJECT NO. 4011.68.031 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT CHANGE ORDER

Item #23. RENEWAL OF CONTRACT WITH ADVANTEC CONSULTING ENGINEERS FOR BULLIS ROAD IMPROVEMENT PROJECT, PLATT AVENUE TO MARTIN LUTHER KING, JR. BOULEVARD, STREET IMPROVEMENT DESIGN PROJECT, PROJECT NO. 4011.67.964

RESOLUTION NO. 2016.131 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA RENEWING THE EXISTING AGREEMENT BETWEEN THE CITY AND ADVANTEC CONSULTING ENGINEER'S FOR COMPLETION OF DESIGN SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$3,500 FOR THE BULLIS ROAD STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.964; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

Item #24. RENEWAL OF CONTRACT WITH JOHN M. CRUIKSHANK, INC. FOR DUNCAN AVENUE, OLANDA STREET, WRIGHT ROAD AND LOUISE AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.907, 908, 911 AND 912

RESOLUTION NO. 2016.132 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA RENEWING THE EXISTING AGREEMENT BETWEEN THE CITY AND JOHN M. CRUIKSHANK CONSULTANT, INC. FOR COMPLETION OF DESIGN SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$19,700 FOR THE DUNCAN AVENUE, OLANDA STREET, WRIGHT ROAD AND LOUISE AVENUE IMPROVEMENT DESIGN PROJECT; PROJECT NO. 4011.67.907, 980, 911 AND 912 RESPECTIVELY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

Item #25. AMENDMENT TO AGREEMENT WITH KANE BALLMER & BERKMAN FOR SPECIAL COUNSEL SERVICES FOR A DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE PLAZA MEXICO ON BEHALF OF THE LYNWOOD HOUSING AUTHORITY, THE LYNWOOD PARKING AUTHORITY AND THE CITY OF LYNWOOD AS REQUESTED

Council Member Alatorre stated that he was disappointed that someone who was due to receive almost a quarter million dollars in a contract from the City was not present; that neither Mr. Jones nor Mr. Lamanna were present; he expressed concerns about the contract and the issues surrounding Plaza Mexico; introduced for the record a document from the Department of Toxic Substances Control outlining the restrictions on the site of the proposed apartment project.

An extensive discussion ensued with respect to the steps of the project including the CEQA process, which was not skipped; excavation at Plaza Mexico and its failure to get the permits; and the corrective actions that followed.

Mike Poland, Planning Manager briefed the Council relative to the actions, which lead to the discovery of the removal of contaminated soil out of the 3000 Imperial Highway excavation site and the subsequent mediation measures including the stop work order notices issued.

MOTION: It was moved by Mayor Pro Tem Castro to accept staff's recommendation. Motion died for lack of second.

Item tabled by Minute Order No. 2016.83 by unanimous consent.

NEW/OLD BUSINESS

Item #26. SAFE AND HEALTHY COMMUNITIES ELEMENT

Received and filed presentation of the Safe and Healthy Communities (Element) and accept the Element as presented.

Approved by Minute Order No. 2016-84

MOTION: It was moved by Council Member Solache, seconded by Mayor Pro Tem Castro to accept staff's recommendation. Motion failed for lack of a second.

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

Directed staff to bring back Element back in calendar year 2017.

Approved by Minute Order No. 2016-85

Item #27. AMENDMENT TO AGREEMENT WITH INFRASTRUCTURE ENGINEERS FOR PROFESSIONAL PLAN CHECK AND BUILDING INSPECTION SERVICES

Mayor Pro Tem Castro inquired about the proposed fees with staff providing a brief summary about the cost of plan checks. Council Member Santillan-Beas suggested that if we could lock in rates for two years and negotiate with the Company for a lower rate structure was that something the company was willing to do.

Sid Mousavi, Company President stated that the rates included in the current proposal were the rates quoted two years ago and that if the Council were to consider a two year extension of the agreement, they were willing to keep the same rates.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to approve the extension for one year, directing staff to negotiate rates for the second year, with approval contingent upon obtaining better rates for the second year and

to bring back to the City Council for ratification and approval. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, CASTRO AND
AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: SOLACHE (Stepped off the dais)
ABSENT: NONE

Item tabled by Minute Order No. 2016-86

Item #28. REQUEST FOR SPECIAL PERMIT – 2016 JULY 4TH BLOCK WATCH
STREET CLOSURE

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to accept staff recommendation including waiving of the fees. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, CASTRO AND
MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: SOLACHE (Stepped off the dais)
ABSENT: NONE

RESOLUTION NO. 2016.133 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING THE 2016 FOURTH OF JULY STREET CLOSURE REQUEST FROM BLOCK WATCH CAPTAIN FOR THE CORNISH AVENUE BLOCK WATCH JULY 4TH HOLIDAY CELEBRATION AND WAIVING THE CITY SPECIAL PERMIT FEES FOR THIS EVENT

Item #29. REQUEST FOR APPROVAL TO EXECUTE AN AGREEMENT WITH THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS – LOS ANGELES (SPCALA) TO PROVIDE ANIMAL CONTROL SERVICES TO THE CITY OF LYNWOOD

Mayor Pro Tem Castro stated that she was pleased that the City had another alternative to provide this type of service.

Erika Ramirez, Director of Development, Compliance and Enforcement Services briefed the City Council on how animal control services had been provided in the interim between May 1 and June 4, 2016.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Mayor Hernandez to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

RESOLUTION NO. 2016.134 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT FOR THE SENIOR CITIZEN HOUSING PROJECT ON CITY PROPERTY LOCATED ON ATLANTIC AVENUE BETWEEN AGNES AVENUE AND LAVINIA AVENUE

Item #30. TERMS FOR THE DISPOSITION OF PROCEEDS FROM THE SALE OF THE PROPERTY FOR THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE SENIOR CITIZEN HOUSING PROJECT ON CITY PROPERTY LOCATED ON ATLANTIC AVENUE BETWEEN AGNES AVENUE AND LAVINIA AVENUE

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to approve staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS SANTILLAN-BEAS, CASTRO AND MAYOR HERNANDEZ

NOES: NONE

ABSTAIN: ALATORRE AND SOLACHE (Stepped off the dais)

ABSENT: NONE

RESOLUTION NO. 2016.135 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA CONCERNING THE SITE LOCATED AT ATLANTIC AND AGNES OPPOSITE HAM PARK SUBJECT OF DISPOSITION AND DEVELOPMENT AGREEMENT, DIRECTING STAFF TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE DISPOSITION OF THE SALE

PROCEEDS FROM THE DEVELOPER UNDER A CURRENT DDA SO THAT FIFTY PERCENT (50%) OF THE SALE PROCEEDS ARE ESCROWED TO SUPPORT CAPITAL IMPROVEMENT PROJECTS TO CITY PARKS SUBJECT TO APPROVAL BY THE STATE DEPARTMENT OF PARKS AND RECREATION, WITH THE REMAINING FIFTY PERCENT (50%) TO BE USED BY THE CITY AS IT DETERMINES MOST APPROPRIATE

CLOSED SESSION

Item #31. CLOSED SESSION ITEMS

City Attorney Garcia provided the closed session report and led the City Council into closed session.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to recess to closed session at 9:26 p.m. Motion carried by a 5-0 vote.

The City Council reconvened at 10:58 p.m.

- 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 Local 1920
LEMG (Lynwood Employees Management Group)

No closed session was held on this item.

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APNs: 6169-001-001; 6169-001-002; 6169-001-008; 6169-002-001; 6169-002-904; 6169-002-905; Caltrans No. 058165-01-01; Caltrans No. 058166-01-01

Agency Negotiator: J. Arnoldo Beltrán, City Manager

Negotiating Parties: Caltrans

Under Negotiation: Price and Terms

There was no reportable action. However, direction was given to the City Manager.

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

Number of Cases: Two

There was no reportable action on either case.

ADJOURNMENT

Having no further discussion, it was moved by Mayor Pro Tem Castro to adjourn the meeting, seconded by Council Member Alatorre and carried to adjourn the regular Lynwood City Council meeting at 10:59 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

**LYNWOOD CITY COUNCIL
SPECIAL MEETING
July 5, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a special meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 5:11 p.m.

Mayor Hernandez presiding.

Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

City Clerk Quiñonez announced that the agenda had been duly posted in accordance with the Brown Act.

Item #3. ROLL CALL OF COUNCIL MEMBERS

PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Item #4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Explorers.

Item #5. INVOCATION

The invocation was offered by City Clerk, Maria Quiñonez

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

NONE

CLOSED SESSION

Item #6. Closed Session Items

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Solache to recess to closed session at 5:15 p.m. Motion carried by unanimous consent.

City Attorney Garcia led the City Council into closed session at 5:15 p.m.

The City Council reconvened to the regular meeting at 6:12 p.m.

- 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 Local 1920

LEMG (Lynwood Employees Management Group)

There was no final reportable action with direction given to staff.

- B. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

Number of Cases: Three

There were two items considered and one personnel item:

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to provide direction regarding a confidential matter. Motion carried by unanimous consent.

On the second anticipated litigation matter, there was no reportable action

On the third anticipated litigation matter, there was no discussion.

ADJOURNMENT

Having no further discussion, it was moved by Council Member Santillan-Beas, seconded by Council Member Solache and carried to adjourn the special Lynwood City Council meeting at 6:12 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

**LYNWOOD CITY COUNCIL
REGULAR MEETING
JULY 5, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 6:12 p.m.

Mayor Hernandez presiding.

Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

City Clerk Quiñonez announced the agenda had been duly posted in accordance with the Brown Act.

Item #3. ROLL CALL OF COUNCIL MEMBERS

PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Mayor Hernandez acknowledged the presence of City Treasurer Gabriela Camacho.

Item #4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Explorers.

Item #5. INVOCATION

The invocation was offered by City Clerk, Maria Quiñonez

Item #6. PRESENTATIONS/PROCLAMATIONS

- Business of the Month – Enciso Realty

Mark Flores, Director of Recreation and Community Services made brief comments related to the Enciso Realty. Mr. Enciso thanked the Council for bestowing this honor upon his company.

- Sheriff Captain Carter – Update on Law Enforcement Issues

There was no report.

- City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).

Mayor Pro Tem Castro reported on having attended the Board of Supervisors meeting in support of the Parks Bond due to the lack of parks in Lynwood and the issue of maintaining the parks; also spoke in favor of the Homeless initiative.

Mayor Hernandez reported on Mr. Esparza having been nominated as Veteran of the Year by Assembly Member Anthony Rendon and him also being nominated as Veteran of the Year by Senator Isadore Hall.

Item #7. CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to recess to the City of Lynwood as the Successor Agency to the Lynwood Redevelopment Agency at 6:17 p.m. Motion carried by a 5-0 vote.

The City Council recessed to the Successor Agency meeting at 6:17 p.m.

The City Council reconvened to the regular meeting at 6:22 p.m.

Mayor Hernandez with the consent of the City Council moved public hearing No. 9 as the first item to be heard.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

NONE

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

NONE

PUBLIC HEARINGS

- Item #9. PUBLIC HEARING TO CONSIDER NEW SOLID WASTE FEES VIA PROPOSITION 218 AND THE AGREEMENT WITH WASTE RESOURCES, INC.**

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

City Manager Beltrán provided a brief staff report stating that the City Council could entertain public testimony on the subject matter of the public hearing while the City Clerk and her staff conduct the prop 218 process and count the ballots.

Ralph Gonzalez, Francis Anna Hutchinson, Sandra Orozco, Melvin Greer, Pat Carr, Joanna Kelly, Julisa Vargas, Jessica Ramos and Ana Maria Barraza spoke in opposition to the rate increase.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to close the public hearing. Motion carried by unanimous consent.

City Attorney Garcia and City Manager Beltrán indicated that the Council could move the meeting along and discuss the rate increase while the tally of the prop 218 ballots was concluded.

There was an extensive discussion relative to the rate increase with members of the City Council stating that while the contract had a clause for automatic increases, the prop 218 process protects the residents as long as there were the required number of people opposing it, which was in excess of four thousand.

City Attorney Garcia directed the City Clerk to make a determination as to the tally if she knew the threshold of those protesting was not going to be met. Public Hearing No. 9 was temporarily suspended to allow time for the prop 218 process to be concluded by the City Clerk.

MOTION: It was moved by Council Member Solache, seconded by Council Member Santillan-Beas to move to the consent calendar and approve the consent calendar while the prop 218 process was finished. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCILMEMBERS: ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

City Clerk Quiñonez reported that the number of writings purporting to be protest that had been received were 199; that out of these five were not found in the system; that the number of parcels to which notices were sent were 9,403; which meant that the threshold of parcels of which a majority of protests needed was not reached; that there were 475 undeliverable notices returned. Further, City Clerk Quiñonez announced that it appeared

that there were no sufficient number of protests to meet the threshold of 50% plus one, which was in excess of 4,000 protest; that based on these numbers, the adjustment of the solid waste rate increase was not defeated; that the number of protests received was 199 and a total of 4,701 plus one or 4,702 protests needed to have been received in order for the rate increase to be defeated.

Following the City Clerk's announcement, there was an extensive discussion relative to community engagement; the solid waste contract and the automatic rate increases and other related topics.

City Manager Beltrán stated that because there were a number of areas still to be discussed with the trash hauler, he was exercising his authority granted to him in accordance with the provisions of the contract and deny the rate increase as requested.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to accept staff's recommendation to deny the rate increase. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Rate increase denied by Minute Order No. 2016-88.

Following the vote on Public Hearing No. 9, the City Council by unanimous consent moved to hear item No. 21 also related to the trash rate increase.

Item #8. ADOPTION OF THE FY 2016-17 BUDGET

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing.

Aaron Pearl representative from AFSCME spoke in relation to the proposed cuts and the impact on city employees who were potentially facing lay-offs.

Francisco Leal urged the City Council to continue with their services since the City was in the middle of the armory project, which will require additional advocacy and legislative services; that he was willing to reduce their retainer in consideration of the City's budget deficit.

Bruno Naulls, President of the Lynwood Management Association commented that with respect to the budget; that there had been no communication with the employee organizations; that he urged the City Council to reconsider the proposed eliminations and re-classifications.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to close the public hearing. Motion carried by unanimous consent.

Mayor Pro Tem Castro stated that she was in favor of discussing the budget department by department.

Council Member Solache stated that he was disappointed that there was no more of an inclusive process to engage the bargaining units.

Mayor Hernandez commented that the Council had received budget updates at the meeting and that the information needed to be given to the City Council ahead of time; he concurred with his colleagues that there needed to be more involvement by the employee organizations and staff.

Finance Director Hall informed the Council that since we were already five days into the new fiscal year, a resolution needed to be adopted to continue the current fiscal year budget to cover certain expenses that had already been incurred.

City Attorney Garcia stated that at the June 21, meeting, the Council adopted a Resolution continuing the current fiscal year budget for 30 days pending the approval of the new fiscal year 2016-2017 budget.

Council Member Alatorre requested that staff bring a budget that was in line with what the Council had requested and that did not happen in the document that was given to the City Council at the meeting; he requested that information be given to the City Council a week before in order for the Council to make an informed decision.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to table the adoption of the budget to July 19th. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Item tabled by Minute order No. 2016-87

Item #10. APPROVAL OF FINDING THAT THE CITY HALL ANNEX CONSTRUCTION IS SUBSTANTIALLY COMPLEX AND REQUIRES A CONSTRUCTION CONTRACT RETENTION OF TEN PERCENT

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

Director of Public Works/City Engineer provided the staff report stating that the proposal for approval was in response to new state statutes.

Irene Garcia stated that the City needed to make sure that there were no change orders.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to close the public hearing. Motion carried by unanimous consent.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to accept staff's recommendation. Motion carried by unanimous consent.

RESOLUTION NO. 2016.136 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD FINDING THAT THE CITY HALL ANNEX PROJECT IS SUBSTANTIALLY COMPLEX AND, THEREFORE, REQUIRES A CONSTRUCTION CONTRACT RETENTION OF TEN PERCENT

Item #11. LYNWOOD LIGHTING ASSESSMENT DISTRICT, FY 2016-2017

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Santillan-Beas to open the public hearing. Motion carried by unanimous consent.

Irene Garcia addressed the City Council in opposition to the Lynwood Lighting Assessment District.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to close the public hearing. Motion carried by unanimous consent.

MOTION: It was moved by Council Member Alatorre, seconded by Mayor Pro Tem Castro to accept staff's recommendation. Motion carried by unanimous consent.

Set the assessment rate at \$1.62 for residential customers and \$3.01 for commercial customers. Action approved by Minute Order No. 2016-89.

RESOLUTION NO. 2016-137 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ORDERING THE LEVY OF ANNUAL ASSESSMENTS FOR THE EXISTING LYNWOOD LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2016-2017

Item #12. LYNWOOD LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT, FY 2016-2017

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to open the public hearing. Motion carried by unanimous consent.

Irene Garcia spoke in opposition to the Landscape Maintenance Assessment District.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Solache to close the public hearing. Motion carried by unanimous consent.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to accept staff's recommendation. Motion carried by unanimous consent.

Set the assessment rate at \$1.90 for both residential and commercial customers.

Approved by Minute Order No. 2016.90.

RESOLUTION NO. 2016-138 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ORDERING THE LEVY OF ANNUAL ASSESSMENTS FOR THE EXISTING LYNWOOD LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2016-2017

CONSENT CALENDAR

MOTION: It was moved by Council Member Solache, seconded by Council Member Santillan-Beas to approve the consent calendar with the exception of items 13, 17 and 19, which were pulled for a separate discussion. Motion carried by the following roll call vote:

Council Member Alatorre requested that item Nos. 13, 17 and 19 be pulled.

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

Item #13. APPROVAL OF THE WARRANT REGISTER (PULLED)

Council Member Alatorre stated he was not voting on warrants for pre-paid check Nos. 184369 and 184371 to Kane Ballmer and Berkman in the amount of \$20,672.75.

Mayor Pro Tem Castro stated that since Council Member Alatorre was voting no on those two warrant checks, it was best for him to recuse himself and have his vote recorded on a separate roll call vote.

SUBSEQUENT MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to approve the rest of the consent calendar as presented with the exception of the two warrants as indicated by Council Member Alatorre. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS SANTILLAN-BEAS, SOLACHE, CASTRO AND
MAYOR HERNANDEZ
NOES: ALATORRE
ABSTAIN: NONE
ABSENT: NONE

RESOLUTION NO. 2016.139 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA
ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREFORE

Item #14. CLAIM FOR DAMAGES BY ANDREA RENTERIA

Denied by Minute Order No. 2016-91

Item #15. CLAIM FOR DAMAGES BY JOSSUE LOPEZ

Denied by Minute Order No. 2016.92

**Item #16. APPROVAL OF DESIGN, PLANS AND SPECIFICATIONS FOR THE NEW
CITY HALL ANNEX CONSTRUCTION**

RESOLUTION 2016.140 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING
THE DESIGN, PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
NEW CITY HALL ANNEX (CIP NO. 67.011) PURSUANT TO GOVERNMENT CODE
SECTION 830.6 AND AUTHORIZING STAFF TO ISSUE THE NOTICE INVITING BIDS

**Item #17. CONFERRING UPON AND DELEGATING TO THE CITY ENGINEER OR HIS
OR HER DESIGNEE THE AUTHORITY TO APPROVE PLANS AND DESIGNS
FOR ALL PUBLIC WORKS PROJECTS (PULLED)**

Council Member Alatorre sought clarification on what was requested of the Council to approve with Public Works Director/City Engineer Godinez providing and explanation.

MOTION: It was moved by Council Member Alatorre, seconded by Council Member Solache to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

RESOLUTION NO. 2016.141 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD CONFERRING UPON AND DELEGATING TO THE CITY ENGINEER, OR HIS OR HER DESIGNEE, THE AUTHORITY TO APPROVE PLANS AND DESIGNS FOR ALL PUBLIC WORKS PROJECTS, PURSUANT TO THE DESIGN IMMUNITY PROVISIONS OF CALIFORNIA GOVERNMENT CODE SECTION 830.6

Item #18. AMENDMENTS TO THE AGREEMENTS WITH SMITH-EMERY LABORATORIES AND CONVERSE CONSULTANTS

RESOLUTION NO. 2016.142 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE AMENDMENTS TO THE AGREEMENTS WITH SMITH-EMERY LABORATORIES FOR MATERIALS TESTING AND CONVERSE CONSULTANTS FOR GEOTECHNICAL SERVICES FOR THE YVONNE BURKE-JOHN D. HAM PARK COMMUNITY CENTER

Item #19. REQUEST TO ISSUE A REQUEST FOR PROPOSALS FOR SERVICES TO REVIEW AND UPDATE THE LYNWOOD MUNICIPAL CODE REGARDING ADMINISTRATIVE CITATIONS AND FINES (PULLED)

Council Member Alatorre commented that the item relates to fee increases.

City Manager Beltrán indicated that the responses from the RFP would provide more clarity on the rate structure for specific fees in accordance with any set of circumstances.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

The City Council returned to Public Hearing No. 9 following the conclusion of the prop 218 process.

RESOLUTION NO. 2016.143 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR SERVICES TO REVIEW AND UPDATE THE LYNWOOD MUNICIPAL CODE SECTION 20-3 ISSUANCE OF ADMINISTRATIVE CITATIONS, FINES

Item #20. CONSTRUCTION CONTRACT AWARD – BUS STOPS IMPROVEMENT PROJECT (CIP NO. 4011.68.013)

RESOLUTION NO. 2016.144 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, AWARDED A CONTRACT TO MARTINEZ CONCRETE, INC. AS THE LOWEST RESPONSIBLE BIDDER IN THE AMOUNT OF \$370,917 FOR THE BUS STOPS IMPROVEMENT PROJECT (CIP PROJECT NUMBER 4011.68.013)

NEW/OLD BUSINESS

Item #21. AMENDMENT TO THE SOLID WASTE HANDLING SERVICES AGREEMENT (“AGREEMENT”) ENTERED BY AND BETWEEN THE CITY OF LYNWOOD (“CITY”) AND WASTE RESOURCES, INC. (“WRI”) ENTERED INTO ON NOVEMBER 1, 2013

There was a brief discussion in relation to the proposed rate increase and the level of engagement that has happened over time with the trash hauler in an effort to resolve the pending issues and concerns.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to accept staff’s recommendation to deny the rate increase. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE,
CASTRO AND MAYOR HERNANDEZ

NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Denied by Minute Order No. 2016-93

Item #22. PROFESSIONAL AUDITING SERVICES FOR THE CITY OF LYNWOOD

Irene Garcia spoke in opposition to awarding a professional auditing services contract and stating that it was best for the state to come in and conduct an audit.

Jayon Dennis auditing partner with Lynn, Sol and Leichardt made brief comments regarding the auditing proposal they had submitted and briefed the City Council about their company.

Robert Fleming, auditing partner with Simpson and Simpson also introduced his company and stated that his firm also had submitted a proposal for auditing services.

Terry Shea, representative from Roger, Anderson, Melody and Scott also presented his company and was vying for the auditing services contract.

Frances Kuo representative from the Pun Group, LLC briefed the City Council regarding the proposal submitted as part of the Request for Proposal for auditing services.

Pat Carr commented that she was against a three year contract; that she would rather see a probationary period.

Sandra Orozco spoke against a three year contract.

Margaret Araujo spoke against a three year contract as well.

Finance Director Hall provided a brief summary on the elements of the scope of work of what the City was looking for in an audit.

Following a brief discussion, the City Council moved to approve staff's recommendation.

MOTION: It was moved by Mayor Hernandez, seconded by Mayor Pro Tem Castro to recommend the Pun Group, LLC as the City's auditor with the caveat that the approval was for a two year contract with review after two years and the option to approve the additional year. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, CASTRO AND
MAYOR HERNANDEZ

NOES: SOLACHE
ABSTAIN: NONE
ABSENT: NONE

RESOLUTION NO. 2016.145 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AWARDING A TWO-YEAR CONTRACT TO THE PUNN GROUP FOR PROFESSIONAL AUDIT SERVICES FOR THE CITY OF LYNWOOD BEGINNING WITH FISCAL YEAR ENDING JUNE 30, 2016

Following the conclusion of the new/old business portion of the agenda, the City Council returned to hear item No. 8, the adoption of the Fiscal Year 2016-2017 budget.

ADJOURNMENT

Having no further discussion, it was moved by Mayor Pro Tem Castro to adjourn the meeting, seconded by Council Member Solache and carried to adjourn the regular Lynwood City Council meeting at 9:20 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

**CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY
REGULAR MEETING
July 5, 2016**

The City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, California on the above date at 6:17 p.m.

Mayor Hernandez presiding.

Council Members Alatorre, Santillan-Beas, Solache, Castro and Mayor Hernandez were present.

Also present were City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

City Clerk Quiñonez announced that the Agenda had been duly posted in accordance with the Brown Act.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

None

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

None

PUBLIC HEARING

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to hear item No. 1, adoption of the budget of the Lynwood as Successor Agency to the Lynwood Redevelopment Agency in conjunction with public hearing item No. 8 on the regular agenda. Motion carried by unanimous consent.

Item #1. ADOPTION OF THE FISCAL YEAR 2016-2017 BUDGET

RESOLUTION NO. 2016.120 ENTITLED:

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

RESOLUTION NO. 2016.008 ENTITLED:

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

RESOLUTION NO. 2016.121 ENTITLED:

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

RESOLUTION NO. 2016.122 ENTITLED:

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

Following a considerable discussion during the regular meeting, item was tabled to July 19, 2016 by Minute Order No. 2016-87 and Minute Order No. 2016-14 respectively.

CLOSED SESSION

NONE

ADJOURNMENT

Having no further discussion, it was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to adjourn the regular City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency meeting and recess to the Lynwood Utility Authority meeting at 6:20 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

**LYNWOOD CITY COUNCIL
SPECIAL MEETING (1 of 2)
August 16, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a special meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 5:05 p.m.

Mayor Solache presiding.

Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

City Clerk Quiñonez announced that the agenda had been duly posted in accordance with the Brown Act.

Item #3. ROLL CALL OF COUNCIL MEMBERS

PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS (arrived at 5:06 p.m.) SOLACHE AND MAYOR HERNANDEZ

ABSENT: MAYOR PRO TEM CASTRO

STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Item #4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Explorers during the regular meeting.

Item #5. INVOCATION

The invocation was offered by Rev. Robin Robinson, Jr. during the regular meeting.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

NONE

CLOSED SESSION

Item #6. Closed Session Items

City Manager Beltrán commented that procedurally, the Mayor could also open the second special closed session meeting, which contained one item in order for all the closed session matters to be discussed at the same time.

The two special closed session meetings were held in conjunction with each other.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Solache to recess to closed session at 5:12 p.m. Motion carried by unanimous consent.

City Attorney Garcia led the City Council into closed session at 5:12 p.m.

The City Council reconvened to the regular meeting at 6:14 p.m.

CLOSED SESSION

- 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)

City Attorney Garcia reported that this item was not held in closed session.

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

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

- 1. Name of Case: Juan Figueroa vs. City of Lynwood
Case No. LAO 0700400023 ADJ4464259
Case No. LAO 0700100012 ADJ3984206

City Attorney Garcia reported that on this case, there was a motion as follows:

MOTION: It was moved by Mayor Hernandez, seconded by Council Member Santillan-Beas providing direction on the resolution of the matter. Motion carried by a 4-0 vote.

2. Name of Case: Alfredo J. Lopez vs. City of Lynwood, Case No. BC517338

City Attorney Garcia stated that the item was not discussed in closed session.

- 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

Significant exposure to litigation pursuant to paragraph (1) of subdivision (d) of Section 54956.9:

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

City Attorney Garcia reported that on this case, there was a motion as follows:

MOTION: It was moved by Mayor Hernandez, seconded by Council Member Santillan-Beas providing direction on the resolution of the matter and approving a settlement in the case. Motion carried by a 4-0 vote.

2. Name of Case: City of Gardena vs. Regional Water Quality Control Board – Los Angeles Region, et al., Case No. 30-2016-00833722-CU-WM-CJC

(LA Superior Case No. BS156342)

City Attorney Garcia reported that on this case, there was a motion as follows:

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre providing direction on the defense of the matter. Motion carried by a 4-0 vote.

- D. 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. 058165-01-01; CalTrans No. 058166-01-01;

07-FLA-105-22; 07-FLA-105-23; and 07-FLA-105-24

Agency Negotiator: J. Arnoldo Beltrán, City Manager

Negotiating Parties: CalTrans

Under Negotiation: Price and terms

City Attorney Garcia reported that on this case, there was a motion as follows:

MOTION: It was moved by Council Member Solache, seconded by Council Member Alatorre providing direction to the negotiating parties on the property matter. Motion carried by a 4-0 vote.

ADJOURNMENT

Mayor Hernandez stated that there was still one item from the first closed session agenda to be discussed. City Manager Beltrán commented that it was the prerogative of the Council whether or not the Council wanted to leave the closed session open and go back to closed session following the regular meeting or take whatever action the Mayor deemed appropriate.

By mutual consent, the closed session meeting was not duly adjourned and the Council opted to go back to closed session following the conclusion of the regular meeting.

Mayor Hernandez opened the regular meeting at 6:14 p.m.

Having no further discussion, it was moved by Council Member Alatorre to adjourn the regular meeting and closed the special closed session meetings held earlier, seconded by Council Member Solache and carried to adjourn the regular Lynwood City Council meeting at 9:08 p.m.

José Luis Solache, Mayor

Maria Quiñonez, City Clerk

**LYNWOOD CITY COUNCIL
SPECIAL MEETING (2 of 2)
August 16, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a special meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 5:06 p.m.

Mayor Hernandez presiding.

Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

City Clerk Quiñonez announced that the agenda had been duly posted in accordance with the Brown Act.

Item #3. ROLL CALL OF COUNCIL MEMBERS

**PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, AND
MAYOR HERNANDEZ**

ABSENT: MAYOR PRO TEM CASTRO

**STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez
and City Treasurer Camacho.**

Item #4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Explorers during the regular meeting.

Item #5. INVOCATION

The invocation was offered by Rev. Robin Robinson, Jr. during the regular meeting.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

NONE

CLOSED SESSION

Item #6. Closed Session Items

The two special closed session meetings were held in conjunction with each other.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Solache to recess to closed session at 5:12 p.m. Motion carried by unanimous consent.

City Attorney Garcia led the City Council into closed session at 5:12 p.m.

The City Council recessed to the first special meeting at 6:13 p.m.

CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

Number of Cases: Two

City Attorney Garcia reported that on the first anticipated litigation matter, there was a motion as follows:

MOTION: It was moved by Council Member Alatorre, seconded by Council Member Solache providing direction on the resolution of the contractual matter. Motion carried by a 4-0 vote.

City Attorney Garcia reported that on the second anticipated litigation matter, there was a motion as follows:

MOTION: It was moved by Mayor Hernandez, seconded by Council Member Santillan-Beas providing direction to the litigation team on a potential resolution of the matter. Motion carried by a 3-1 vote with Council Member Alatorre voting no.

ADJOURNMENT

Mayor Hernandez stated that there was still one item from the first closed session agenda to be discussed. City Manager Beltrán commented that it was the prerogative of the Council whether or not the Council wanted to leave the closed session open and go back to closed session following the regular meeting or take whatever action the Mayor deemed appropriate.

By mutual consent, the closed session meeting was not duly adjourned and the Council opted to go back to closed session following the conclusion of the regular meeting.

Mayor Hernandez opened the regular meeting at 6:14 p.m.

Having no further discussion, it was moved by Council Member Alatorre to adjourn the regular meeting and closed the special closed session meetings held earlier, seconded by Council Member Solache and carried to adjourn the regular Lynwood City Council meeting at 9:08 p.m.

José Luis Solache, Mayor

María Quiñonez, City Clerk

**LYNWOOD CITY COUNCIL
REGULAR MEETING
AUGUST 16, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, CA on the above date at 6:16 p.m.

Mayor Hernandez presiding.

Item #2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

City Clerk Quiñonez announced the agenda had been duly posted in accordance with the Brown Act.

Item #3. ROLL CALL OF COUNCIL MEMBERS

PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, AND MAYOR HERNANDEZ

ABSENT: MAYOR PRO TEM CASTRO EXCUSED

STAFF PRESENT: City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Mayor Hernandez acknowledged the presence of City Treasurer Camacho.

Item #4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was offered by the Explorers.

Item #5. INVOCATION

The invocation was offered by Rev. Robert Robinson, Jr.

Item #6. PRESENTATIONS/PROCLAMATIONS

- Business of the Month

Dr. Casillas and members of the Lynwood Dog and Cat Hospital staff were presented with a plaque of recognition for their service to the community.

- Sheriff Captain Carter – Update on Law Enforcement Issues

Lieutenant Chavez reported on several events that were to happen in the community including the Community Academy, and the youth activities league boxing tournament.

- City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).

Council Member Alatorre reported on having attended a meeting at Vector Control commenting on the District's efforts to combat the Zika virus.

Mayor Hernandez thanked staff for helping with another successful business expo event; and announced the homeless event to take place from 10:00 a.m. to 2:00 p.m. on Friday, August 19.

City Manager Beltrán stated that there was a subsequent need time sensitive item that came to the attention of staff after the posting of the agenda and staff was requesting to add it under new/old business.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to add subsequent need item to the agenda as staff requested.

Item #7. CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to recess to the City of Lynwood as the Successor Agency to the Lynwood Redevelopment Agency at 6:36 p.m. Motion carried by a 5-0 vote.

The City Council recessed to the Successor Agency meeting at 6:36 p.m.

The City Council reconvened to the regular meeting at 6:38 p.m.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

Harry Gibbons spoke relative to pedestrian signals and provided color graphics depicting the location of where these should be placed.

Leticia Vasquez spoke about issues of concern with the Central Basin Water District election and information that had wrongly been provided by someone to the Cerritos Community News.

Patricia Carr reported on the successful National Night Out event; and commented on a petition for street repairs.

Natalie Medina President of the Lynwood Management Group addressed the City Council to inform them of her selection as the management group President and stated she was looking forward to working in mutual cooperation with the City Council.

Nancy R. Caro urged the City Council to reconsider the denial of her recent claim.

Martina Rodriguez commented that she was the victim of a break-in and that she was organizing the neighbors advocating for more security and the potential closure of the alleyway, which leads to residents' properties.

Margaret Araujo spoke about sofas dumped on Agnes and School Street and commented that these need to be picked up; spoke about graffiti and trash diggers.

PUBLIC HEARING

Item #8. CONSIDERATION OF APPEAL NO. 2016.02 (CONDITIONAL USE PERMIT NO. 2016.04) 12622 LONG BEACH BOULEVARD, ASSESSOR'S PARCEL NUMBER 6177-003-021, 036, 037 AND 039.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to open the public hearing. Motion carried by unanimous consent.

Erika Ramirez, Interim Director of Development, Compliance and Enforcement presented the staff report and provided a brief history of the item when it was presented to the Planning Commission.

Margaret Araujo spoke in support of the project.

Jorge Morales representing the Morales Group briefed the City Council relative to the issues subject of the discussion and appeal.

Oscar Ojeda spoke in support of the project.

Rudy Moreno stated that he was not opposed to the project but expressed concerns due to traffic and access in and out of the parking area.

Francisco Valencia spoke against the project due to traffic concerns.

Julian Del Real-Calleros spoke in favor of the project.

MOTION: It was moved by Council Member Solache, seconded by Council Member Santillan-Beas to close the public hearing. Motion carried by unanimous consent.

There was a substantive discussion about the appeal with some members expressing concerns with respect to traffic, safety and ingress/egress in/out of the parking lot.

MOTION: It was moved by Council Member Solache, seconded by Council Member Santillan-Beas to approve conditional use permit No. 2016-04 subject to the following conditions; 1) approve the 24 hour drive-through and 2) approve closing of the restaurant to be midnight. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND
MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: MAYOR PRO TEM CASTRO

Approved 24-hour drive through operation by Minute Order No. 2016-102

Approved restaurant to close at midnight by Minute Order No. 2016-103

CONSENT CALENDAR

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to approve the consent calendar with the exception of item Nos. 10 and 12, which were pulled for a separate discussion. Motion carried by the following roll call vote:

Council Member Alatorre requested that item No. 10 be pulled.

Council Member Solache requested that item No. 12 be pulled.

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND
MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: MAYOR PRO TEM CASTRO

Item #9. APPROVAL OF THE WARRANT REGISTERS

RESOLUTION NO. 2016.180 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREFORE

Item #10. APPROVAL OF A 4th AMENDMENT TO THE AGREEMENT FOR COX, CASTLE & NICHOLSON, LLP TO CONTINUE PROVIDING CONSULTING SERVICES REGARDING PROJECT RELATED SOIL CONTAMINATION FOR THE LYNWOOD SUCCESSOR AGENCY (PULLED)

Council Member Alatorre asked a question relative to the services to be provided and how involved was the company in the 3100 property. A representative from Cox, Castle & Nicholson stated that their engagement did not involve that specific property; that they represent the owners of 3000 E. Imperial LLC.

Item heard in conjunction with item No. 3 of the Lynwood Successor Agency agenda.

MOTION: It was moved by Council Member Alatorre, seconded by Council Member Solache to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND MAYOR HERNANDEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: MAYOR PRO TEM CASTRO

RESOLUTION NO. 2016.181 ENTITLED:

RESOLUTION NO. 2016.010 ENTITLED:

A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000, WHICH SERVICES ARE TO BE FUNDED BY THE LYNWOOD SUCCESSOR AGENCY THROUGH THE ROPS PROCESS

Item #11. APPROVAL OF A CONTRACT WITH JOHN L. HUNTER AND ASSOCIATES TO INSTALL GROUNDWATER MONITORING WELL, PREPARE GROUNDWATER INSTALLATION REPORT, PROVIDE PERIODIC GROUNDWATER MONITORING AND REPORTING, AND REPRESENT THE CITY WITH THE STATE WATER RESOURCES CONTROL BOARD (CIP NO. 4011.67.880)

RESOLUTION NO. 2016.182 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING A CONTRACT WITH JOHN L. HUNTER AND ASSOCIATES TO INSTALL GROUNDWATER MONITORING WELL IF NEEDED, PREPARE GROUNDWATER INSTALLATION REPORT, PROVIDE PERIODIC GROUNDWATER MONITORING AND REPORTING, AND REPRESENT THE CITY WITH THE STATE WATER RESOURCES CONTROL BOARD (CIP NO. 4011.67.880) IN THE AMOUNT NOT TO EXCEED \$66,129

Item #12. REQUEST TO ISSUE REQUEST FOR PROPOSAL (RFP) FOR SENIOR CONGREGATE AND HOME DELIVERED MEALS SERVICE (PULLED)

Council Member Solache commented that with respect to similar projects, the County of Los Angeles had given several agencies a one-year extension until July of 2017; that he was inquiring about extending the current contract until June 30, 2017 to coincide with the County process

MOTION: It was moved by Council Member Solache, seconded by Council Member Alatorre to table the item and bring back with a more definitive timeline and options for amending the contract extension. Motion carried by unanimous consent.

Item tabled to October 2016 by Minute Order No. 2016-104

Item #13. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR A FIRM TO SERVE AS CONSTRUCTION MANAGER AND INTEGRATOR FOR THE CITY'S WATER PROJECTS

RESOLUTION NO. 2016.183 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE CONSTRUCTION MANAGEMENT AND INTEGRATION SERVICES FOR THE CITY'S WELL NO. 22 (CIP NO. 4011.67.894); SCADA (4011.67.897); AND WELL IMPROVEMENT (CIP NO. 4011.67.901) PROJECTS

Item #14. CONTRACT AMENDMENT FOR INFRASTRUCTURE ENGINEERS FOR CONSTRUCTION MANAGEMENT, INSPECTION AND ENGINEERING SERVICES FOR THE LONG BEACH BOULEVARD STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993

RESOLUTION NO. 2016.184 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, AMENDING EXISTING CONTRACT WITH INFRASTRUCTURE ENGINEERS IN THE AMOUNT NOT TO EXCEED \$181,760 FOR CONSTRUCTION MANAGEMENT, INSPECTION AND ENGINEERING SERVICES FOR THE LONG BEACH BOULEVARD

STREET IMPROVEMENT PROJECT NO. 4011.67.993, AUTHORIZING THE CITY MANAGER TO MAKE THE NECESSARY FUND APPROPRIATION AND AUTHORIZING MAYOR TO EXECUTE THE AGREEMENT

Item #15. ADOPTION OF PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE WISCONSIN AVENUE, SEQUOIA DRIVE, MICHIGAN AVENUE AND CORNISH AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.026

RESOLUTION NO.2016.185 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE WISCONSIN AVENUE, SEQUOIA DRIVE, MICHIGAN AVENUE AND CORNISH AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.026 AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT BIDS FOR STREET REHABILITATION

Item #16. CLAIM FOR DAMAGES BY ARTURO RAMOS

Approved by Minute Order No. 2016.105

Item #17. CLAIM FOR DAMAGES BY JOSE MONTES

Denied by Minute Order No. 2016.106

Item #18. CLAIM FOR DAMAGES BY DOUGLAS LIMA

Denied by Minute Order No. 2016.107

Item #19. CLAIM FOR DAMAGES BY LUCIANO PERES

Denied by Minute Order No. 2016.108

Item #20. CONTRACT AWARD FOR AVANT GARDE FOR FUNDING ADMINISTRATION AND LABOR COMPLIANCE SERVICES FOR LONG BEACH BOULEVARD PROJECT PHASE I

RESOLUTION NO. 2016.186 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, AWARDED A CONTRACT TO AVANT GARDE IN THE AMOUNT NOT TO EXCEED \$34,165 FOR FUNDING ADMINISTRATION AND LABOR COMPLIANCE SERVICES FOR THE LONG BEACH BOULEVARD PHASE I STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

Item #21. CDBG STREET DESIGN CONTRACT AWARD BIRCH STREET, FIR STREET, LUGO AVENUE, PLATT AVENUE, BEECHWOOD AVENUE, LOUISE AVENUE AND NEVADA AVENUE, PROJECT NO. 4011.68.026

RESOLUTION NO. 2016.187 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDING THE ENGINEERING DESIGN SERVICES CONTRACT FOR BIRCH STREET, FIR STREET, LUGO AVENUE, PLATT AVENUE, BEECHWOOD AVENUE, LOUISE AVENUE AND NEVADA AVENUE, PROJECT NO. 4011.68.026 TO CIVIL SOURCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS FROM THE UNAPPROPRIATED CDBG FUND AND THE WATER FUND

NEW/OLD BUSINESS

Item #22. AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES

MOTION: It was moved by Council Member Solache, seconded by Council Member Santillan-Beas to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: MAYOR PRO TEM CASTRO

RESOLUTION NO. 2016.188 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING AN AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES FOR THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT IN A FORM APPROVED BY THE CITY ATTORNEY THROUGH JUNE 30, 2018 AND FOR A NOT TO EXCEED AMOUNT OF \$80,000

Item #23. PROCURE AMERICA – PHASE II

MOTION: It was moved by Council Member Alatorre, seconded by Council Member Santillan-Beas to accept staff's recommendation. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND
MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: MAYOR PRO TEM CASTRO

RESOLUTION NO. 2016.189 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO PROCEED WITH PHASE II OF THE COST REDUCTION SERVICES AND AUDITS PROVIDED BY PROCURE AMERICA

Item #24. APPROVAL OF BOND SALE PLAN FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A

Item heard in conjunction with item No. 5 of the Lynwood Utility Authority agenda.

City Manager Beltrán commented that there were two options staff was asking the Council to consider.

Mr. Lalo Trujillo representative from Mission Trail Advisors explained the options the Council could entertain; 1) the Council could straight out refinance and realize the savings on an annual basis and option 2) was to leverage that savings, keeping the debt service the same and then that savings could be used to servicing new debt, which could provide up to 2.9 million dollars for new projects.

MOTION: It was moved by Council Member Solache, seconded by Council Member Santillan-Beas to accept staff's recommendation and approve option 2 meaning the option, which leveraged the debt service. Motion carried by the following roll call vote:

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND
MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: MAYOR PRO TEM CASTRO

Staff's recommendation in the form of option 2 approved by Minute Order No. 2016.108

Item #25. RETIREMENT FUND TAX LEVY (SUBSEQUENT NEED ITEM)

Amanda Hall, Director of Finance presented the staff report.

MOTION: It was moved by Council Member Santillan-Beas seconded by Council Member Alatorre to accept staff's recommendation. Motion carried by the following roll call vote:

Council Member Alatorre inquired and requested that information be provided to the City Council via the green memo relative to the amount of revenue generated from this levy.

ROLL CALL:

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE AND
MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: MAYOR PRO TEM CASTRO

RESOLUTION NO. 2016.190 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF TAXES FOR THE CITY'S CONTRIBUTION TO THE RETIREMENT FUND (SUBSEQUENT NEED ITEM/ADDED)

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

Council Member Alatorre spoke about safety issues at Medina Park; commented about a Resolution from the City Council opposing Metro 1% tax initiative.

Council Member Santillan-Beas thanked the Block Watch Captain for their hard work and successful National Night Out event.

Mayor Hernandez made brief comments relative to the upcoming homeless event.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Solache to recess to closed session at 8:09 p.m. Motion carried by unanimous consent.

City Attorney Garcia led the City Council into closed session stating that the pending item from the earlier special meeting had to do with conference with legal counsel on the subject of labor negotiations.

ADJOURNMENT

The City Council reconvened at 9:05 p.m.

City Attorney Garcia reported that with respect to item A of the closed session, there was no reportable action.

Lynwood City Council
Regular Meeting Minutes – August 16, 2016

Having no further discussion, it was moved by Council Member Alatorre to adjourn the regular meeting and closed the special closed session meetings held earlier, seconded by Council Member Solache and carried to adjourn the regular Lynwood City Council meeting at 9:08 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

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

SUBJECT: Approval of the Warrant Registers

Recommendation:

Staff respectfully recommends that the Lynwood City Council approve the warrant registers dated September 6, 2016 for FY 2015-2016 and FY 2016-2017.

-----Attached Warrant Registers dated September 6, 2016-----



Void-Check Listing
City of Lynwood

apCkHist
09/01/2016 12:37PM

Bank code: apbank

Void Check #	Date	Vendor	Status	Clear/Void Date	Reason-Void/Re-issue Ck#	Inv. Date	Amount Paid	Check Total
184191	06/13/2016	000027 REGISTRAR-RECORDER/		06/30/2016	NO NEED TO FILE	03/10/2016	75.00	75.00
184872	08/25/2016	003547 KANE, BALLMER &		08/25/2016	WRONG INVOICE #S 184882	07/14/2016	24,062.50	
			V	08/25/2016		06/30/2016	5,236.00	
			V	08/25/2016		06/30/2016	1,650.00	30,948.50
apbank Total:								31,023.50
Total Checks:								31,023.50

2 checks in this report

FY-2016-2017
Void-Check Listing
City of Lynwood

apCkHist
08/31/2016 1:09PM

Bank code: apbank

<u>Void Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Status</u>	<u>Clear/Void Date</u>	<u>Reason-Void/Re-issue Ck#</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
184866	08/22/2016	010063 WAGE WORKS		08/31/2016	PAID THRU PAYROLL	08/18/2016	3,631.25	3,631.25

apbank Total: 3,631.25

1 checks in this report

Total Checks: 3,631.25

FY-2016-2017
Electronic Financial Transaction List
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002438	7/28/2016	000053 CALPERS	100000014788416	05-001394	ANNUAL UNFUNDED ACCRUED LIABILITY-7/2016 2011.35.340.61005	26,608.93 Total : 26,608.93
1002441	7/29/2016	005859 ADAMS, LUTHER	005859083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	241.38 Total : 241.38
1002442	7/29/2016	007117 BROOKS, REGINA	007117083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	418.83 Total : 418.83
1002443	7/29/2016	005861 CABARET, MARILYN	005861083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	516.96 Total : 516.96
1002444	7/29/2016	005862 COBB, LAFEVEVA	005862083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	172.23 Total : 172.23
1002445	7/29/2016	006115 COULSON - JOHNSON, SERENA	006115083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	688.22 Total : 688.22
1002446	7/29/2016	006336 DELGADO, ARTHUR	006336083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	195.98 Total : 195.98
1002447	7/29/2016	005864 DRIVER, CELESTE	005864083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	195.98 Total : 195.98
1002448	7/29/2016	008557 GRAHAM, EUGENIA	008557083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	195.98 Total : 195.98
1002449	7/29/2016	000799 LORNA HAWKINS	000799083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016	

Electronic Financial Transaction List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002449	7/29/2016	000799 LORNA HAWKINS	(Continued)		7151.35.355.64012	480.05
					Total :	480.05
1002450	7/29/2016	006915 HERNANDEZ, MARIA	006915083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	418.83
					Total :	418.83
1002451	7/29/2016	006123 LIMON, ISMAEL	006123083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	1,288.96
					Total :	1,288.96
1002452	7/29/2016	005870 MC CONNAUGHEY, JOHN	005870083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	756.00
					Total :	756.00
1002453	7/29/2016	005982 MC CLOUD, WILLIAM	005982083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	297.23
					Total :	297.23
1002454	7/29/2016	005871 MILLS, GILBERT	005871083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	283.04
					Total :	283.04
1002455	7/29/2016	005873 NELSON, ELLA	005873083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	469.46
					Total :	469.46
1002456	7/29/2016	002518 NGUYEN, QUYNH VAN	002518083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	1,042.36
					Total :	1,042.36
1002457	7/29/2016	005983 NUNO DENIZ, FRANCISCO	005983083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	469.46
					Total :	469.46
1002458	7/29/2016	006209 OCHOA, MIKE	006209083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	418.83

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002458	7/29/2016	006209 006209 OCHOA, MIKE			(Continued)	Total : 418.83
1002459	7/29/2016	005984 ROBERSON, MAURICE	005984083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	469.46 Total : 469.46
1002460	7/29/2016	006233 SANCHEZ, HELEN	006233083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	172.23 Total : 172.23
1002461	7/29/2016	006071 SARA VIA, CESAR	006071083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	716.06 Total : 716.06
1002462	7/29/2016	008424 SIDDELL, STEPHANIE	008424083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	418.83 Total : 418.83
1002463	7/29/2016	007290 SOTO, MARICRUZ	007290083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	195.98 Total : 195.98
1002464	7/29/2016	005875 SYMONDS, CHARLES	005875083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	241.38 Total : 241.38
1002465	7/29/2016	006304 WALLACE, BENJAMIN	006304083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	283.04 Total : 283.04
1002466	7/29/2016	008246 WINBUSH, VELMA	008246083116		REIMB-RETIREE MEDICAL PREMIUM-8/2016 7151.35.355.64012	441.53 Total : 441.53
1002469	8/9/2016	000053 CALPERS	2074		MEDICAL PREMIUM-8/2016 1011.20140 7151.35.355.64012 7151.35.355.64399	147,302.15 36,937.49 613.19

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Electronic Financial Transaction List
City of Lynwood

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
1002469	8/9/2016	000053	000053 CALPERS		(Continued)	Total : 184,852.83
28 Vouchers for bank code : apbank						Bank total : 222,950.05
28 Vouchers in this report						Total vouchers : 222,950.05

Electronic Financial Transaction List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002471	8/24/2016	009720 CITY OF LYNWOOD	1247-1274		LIABILITY ACCOUNT REPLENISHMENT-7/2016	
					7151.35.350.67411	95.00
					7151.35.350.67408	34,000.00
					7151.35.350.67411	1,278.00
					7151.35.350.67407	44,656.55
					7151.35.350.67411	825.00
					7151.35.350.67410	18,000.00
					Total :	98,854.55
1002472	8/18/2016	000053 CALPERS	100000014810950		FEE FOR GASB-68 REPORTS & SCHEDULES-8/2016	
					7151.35.350.64399	650.00
					Total :	650.00
1002498	8/18/2016	000053 CALPERS	100000014816053		FEE FOR GASB-68 REPORTS & SCHEDULES-9/2016	
					1011.30.270.64399	625.00
					1052.30.315.64399	625.00
					6051.30.315.64399	625.00
					6401.30.315.64399	625.00
					Total :	2,500.00
3 Vouchers for bank code : apbank						Bank total : 102,004.55
3 Vouchers in this report						Total vouchers : 102,004.55

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184856	8/10/2016	005559 CRUSADE-BLACK UNITED FUND INC.,	005559080416		EMPLOYEE CONTRIBUTION-5/2016-8/4/2016 1011.20146	21.00

Total : 21.00

1 Vouchers for bank code : apbank

Bank total : 21.00

1 Vouchers in this report

Total vouchers : 21.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
184857	8/11/2016	004679 TIME WARNER CABLE	6263080816	12-000112	PHONE LINE-CITY HALL BSMT-7/2016	189.99		
				12-000112	1011.65.290.64399	190.00		
			6263090816	12-000112	PHONE LINE-CITY HALL BSMT-8/2016	191.89		
				12-000112	1011.65.290.64399	191.89		
			Total :					763.77
			184858	8/11/2016	004679 TIME WARNER CABLE	5317081516	12-000112	CABLE SERVICES-CITY HALL-7/16/2016-8/15/2016
12-000112	1011.65.290.64399	133.56						
5317091516	12-000112	CABLE SERVICES-CITY HALL-7/16/2016-8/15/2016				133.56		
	12-000112	1011.65.290.64399				133.56		
Total :						534.23		
184859	8/11/2016	004679 TIME WARNER CABLE				2841073116	12-000112	PHONE LINE-YOUTH CENTER-7/2016
			12-000112	1011.65.290.64501	144.99			
			2841083116	12-000112	PHONE LINE-YOUTH CENTER-8/2016	144.99		
				12-000112	1011.65.290.64501	144.99		
Total :					289.98			
3 Vouchers for bank code : apbank					Bank total :	1,587.98		
3 Vouchers in this report					Total vouchers :	1,587.98		

Prepays-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184860	8/16/2016	006399 AT&T	000008368191		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	210.19
			000008368192		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	99.57
			000008368193		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	99.57
			000008368218		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	165.95
			000008368224		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	165.95
			000008368227		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	99.57
			000008368228		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	99.57
			000008368229		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	99.57
			000008368230		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	99.57
			000008368232		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	99.57
			000008368233		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	605.09
			000008368234		TELEPHONE SERVICE-6/20/2016-7/19/2016 6051.45.450.64501	200.12
					Total :	2,044.29
184861	8/16/2016	000163 SOUTHERN CALIFORNIA EDISON	000163080216		LIGHT & POWER SERVICES-7/2016 6051.45.450.65001	5,071.40
			000163080216-A		LIGHT & POWER SERVICES-7/2016 2051.45.430.65001	54.33
					2651.45.425.65001	129.63
			000163080316		LIGHT & POWER SERVICES-7/2016 6051.45.450.65001	16,343.08
			000163080516		LIGHT & POWER SERVICES-7/2016 2051.45.430.65001	34.35
					2651.45.425.65001	96.84

Prepays-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184861	8/16/2016	000163 SOUTHERN CALIFORNIA EDISON	(Continued)				
					2701.45.610.65001	271.75	
					6051.45.450.65001	3,004.60	
					Total :	25,005.98	
184862	8/16/2016	000053 CALPERS	67210040		EMPLOYEE CONTRIBUTION-7/2016		
					1011.20146	1,008.78	
					Total :	1,008.78	
3 Vouchers for bank code : apbank						Bank total :	28,059.05
3 Vouchers in this report						Total vouchers :	28,059.05

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184863	8/16/2016	001142 QUILL CORPORATION	5626465		OFFICE SUPPLIES-5/2016		
				05-001390	1011.35.335.65015	194.93	
			5855816		OFFICE SUPPLIES-5/2016		
				05-001390	1011.35.335.65015	222.27	
			6120173		OFFICE SUPPLIES-5/2016		
				05-001390	1011.35.335.65015	386.61	
					Total :	803.81	
1 Vouchers for bank code : apbank						Bank total :	803.81
1 Vouchers in this report						Total vouchers :	803.81

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184864	8/16/2016	006380 DEPARTMENT OF PUBLIC HEALTH	INV0305508	08-003179	HEALTH PERMIT FEES FOR NATATORIUM--8/2016 1011.60.745.65040	584.00
Total :						584.00
1 Vouchers for bank code : apbank						Bank total : 584.00
1 Vouchers in this report						Total vouchers : 584.00

Prepays-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184865	8/22/2016	000163 SOUTHERN CALIFORNIA EDISON	000163081016		LIGHT & POWER SERVICE-7/8/2016-8/8/2016 2651.45.425.65001	7,785.99	
			000163081016-A		LIGHT & POWER SERVICE-7/8/2016-8/8/2016 6051.45.450.65001	54.95	
			000163081116		LIGHT & POWER SERVICE-7/12/2016-8/30/2016 2051.45.430.65001	65.36	
					2651.45.425.65001	4,826.08	
			000163081116-A		LIGHT & POWER SERVICE-7/12/2016-8/30/2016 2051.45.430.65001	111.19	
					2651.45.425.65001	123.20	
			000163081216		LIGHT & POWER SERVICE-7/13/2016-8/11/2016 2051.45.430.65001	351.37	
					2651.45.425.65001	60.80	
					2701.45.610.65001	292.44	
			000163081316		LIGHT & POWER SERVICE-7/14/2016-8/12/2016 2051.45.430.65001	159.04	
			000163081316-A		LIGHT & POWER SERVICE-7/14/2016-8/12/2016 2051.45.430.65001	180.60	
					Total :	14,011.02	
184866	8/22/2016	010063 WAGE WORKS	010063080416		EMPLOYEE DEDUCTIONS-5/2016-8/2016 1011.20146	3,631.25	
					Total :	3,631.25	
2 Vouchers for bank code : apbank						Bank total :	17,642.27
2 Vouchers in this report						Total vouchers :	17,642.27

Prepaid-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184867	8/23/2016	000163 SOUTHERN CALIFORNIA EDISON	000163080816		LIGHT & POWER SERVICES-7/2016 2051.45.430.65001	87.14
					2651.45.425.65001	31,057.92
			000163080816-A		LIGHT & POWER SERVICES-7/2016 6051.45.450.65001	3,622.98
			000163080916		LIGHT & POWER SERVICES-7/2016 2051.45.430.65001	123.97
					2651.45.425.65001	269.73
			000163080916-A		LIGHT & POWER SERVICES-7/2016 2651.45.425.65001	383.01
Total :						35,544.75

1 Vouchers for bank code : apbank

Bank total : 35,544.75

1 Vouchers in this report

Total vouchers : 35,544.75

Prepaid-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184869	8/24/2016	000163 SOUTHERN CALIFORNIA EDISON	000163081816		LIGHT & POWER SERVICES-7/19/2016-8/17/2016	
					1011.60.740.65001	1,700.91
					1011.60.745.65001	1,861.83
					1011.60.710.65001	1,273.06
					1011.60.720.65001	3,302.68
			000163081816-A		LIGHT & POWER SERVICES-7/19/2016-8/17/2016	
					1011.60.740.65001	3,519.57
					1011.60.710.65001	4,867.55

Total : 16,525.60

1 Vouchers for bank code : apbank

Bank total : 16,525.60

1 Vouchers in this report

Total vouchers : 16,525.60

Prepaid-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184870	8/24/2016	001357 EMPLOYMENT DEVELOPMENT DEPT.	L1366626240		UNEMPLOYMENT INSURANCE-4/2016-6/2016 7151.35.360.67410	10,669.00

Total : 10,669.00

1 Vouchers for bank code : apbank

Bank total : 10,669.00

1 Vouchers in this report

Total vouchers : 10,669.00

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 City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184868	8/24/2016	001302 U.S. BANK	001302071516		BANK CARD CHARGES-6/2015	
					1011.10.101.64399	2.92
					1011.35.330.62015	182.35
					Total :	185.27
184871	8/25/2016	001987 DISTRICT OF SOUTHERN CALIF., WATER	001987063016		GROUND WATER PRODUCTION-6/2016	
				06-005887	6051.45.450.67415	109,181.40
					Total :	109,181.40
184872	8/25/2016	003547 KANE, BALLMER & BERKMAN	22595		LEGAL SERVICES-6/2016	
			22595A	02-001911	1011.25.205.62001	24,062.50
			22595B	02-001910	1011.25.205.62001	5,236.00
				02-001910	1011.25.205.62001	1,650.00
					Total :	30,948.50
3 Vouchers for bank code : apbank						Bank total : 140,315.17
3 Vouchers in this report						Total vouchers : 140,315.17

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184873	8/25/2016	000490	PETTY CASH -RECREATION	000490063016	REPLENISHMENT-6/2016	
					1011.60.720.64399	30.00
					1052.60.701.64020	7.61
					1011.60.701.67950	15.66
					1011.60.720.64399	100.99
					1011.60.745.64399	59.00
					1011.60.705.65020	19.59

Total : 232.85

1 Vouchers for bank code : apbank

Bank total : 232.85

1 Vouchers in this report

Total vouchers : 232.85

Prepaid-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184874	8/25/2016	000164 THE GAS CO.	000164081846		GAS SERVICES-7/19/2016-8/17/2016		
					1011.60.710.65005	100.79	
					1011.60.745.65005	1,432.12	
					1011.60.740.65005	161.46	
					Total :	1,694.37	
1 Vouchers for bank code : apbank						Bank total :	1,694.37
1 Vouchers in this report						Total vouchers :	1,694.37

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City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184875	8/25/2016	010065 BELL, CORETTA	004248071616		REFUND-BATEMAN HALL 1011.60.33215	300.00
Total :						300.00
184876	8/25/2016	004473 CALIF.CONTRACT CITIES ASSOC.	1891		ANNUAL MEMBERSHIP DUES-FY-2016-2017 1011.25.205.65040	3,309.00
Total :						3,309.00
184877	8/25/2016	000955 CENTRAL BASIN MUNICIPAL WATER	LYN-JUL16	06-006461	IMPORTED DRINKING WATER-7/2016 6051.45.450.67415	61,165.03
Total :						61,165.03
184878	8/25/2016	007206 CHEVRON	48198231	06-006469	FUEL FOR CITY FLEET-7/16/16-8/15/16 7011.45.420.65010	8,542.38
Total :						8,542.38
184879	8/25/2016	001689 FRANCIS PARTY SUPPLIES	0191	08-003203	PORTABLE RESROOM RENTAL FOR EVENT-8/2016 1011.60.705.65020	130.00
Total :						130.00
184880	8/25/2016	006540 HANDLEY, CHONDRA	006540080216	01-001160	REIMB-OUT OF POCKET EXPENSES 1011.25.205.67950	185.62
Total :						185.62
184881	8/25/2016	001256 LINDSAY, CARLA	001256071916	08-003198	YOGA INSTRUCTOR-7/2016 1011.60.720.62015	264.45
Total :						264.45
7 Vouchers for bank code : apbank					Bank total :	73,896.48
7 Vouchers in this report					Total vouchers :	73,896.48

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City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184882	8/25/2016	003547 KANE, BALLMER & BERKMAN	22594		LEGAL SVCS-6/2016		
				02-001910	1011.25.205.62001	5,236.00	
			22595		LEGAL SVCS-6/2016		
				02-001911	1011.25.205.62001	24,062.50	
			22596		LEGAL SVCS-6/2016		
				02-001910	1011.25.205.62001	1,650.00	
					Total :	30,948.50	
1 Vouchers for bank code : apbank						Bank total :	30,948.50
1 Vouchers in this report						Total vouchers :	30,948.50

Prepays-Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184883	8/31/2016	005344 AT&T MOBILITY	X0808082016		CELL PHONE SERVICES-7/2016	
				12-000115	1011.65.290.64501	1,326.83
				12-000115	6051.65.290.64501	1,326.83
					Total :	2,653.66
184884	8/31/2016	000163 SOUTHERN CALIFORNIA EDISON	000163081816-B		LIGHT & POWER SERVICES-7/19/2016-8/17/2016	
					2651.45.425.65001	3,266.44
			000163081816-C		LIGHT & POWER SERVICES-7/19/2016-8/17/2016	
					2051.45.430.65001	4,400.70
			000163081816-D		LIGHT & POWER SERVICES-7/19/2016-8/17/2016	
					2701.45.610.65001	14.95
					6051.45.450.65001	69.55
			000163081816-E		LIGHT & POWER SERVICES-7/19/2016-8/17/2016	
					1011.45.415.65001	83.67
			000163081916		LIGHT & POWER SERVICES-7/19/2016-8/17/2016	
					2651.45.425.65001	266.31
			000163082016-A		LIGHT & POWER SERVICES-7/21/2016-8/19/2016	
					2051.45.430.65001	2,284.20
					2651.45.425.65001	286.37
			000163082016-B		LIGHT & POWER SERVICES-7/21/2016-8/19/2016	
					2051.45.430.65001	19.67
					Total :	10,691.86
184885	8/31/2016	000164 THE GAS CO.	000164081916		GAS SERVICES-7/19/2016-8/17/2016	
					1011.60.720.65005	25.90
			000164081916-A		GAS SERVICES-7/19/2016-8/17/2016	
					1011.45.415.65005	29.65
					Total :	55.55

3 Vouchers for bank code : apbank

Bank total : 13,401.07

3 Vouchers in this report

Total vouchers : 13,401.07

Check List
City of Lynwood

vchlist
09/01/2016 10:07:29AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184886	9/6/2016	008686 ANIMAL CARE CONFERENCE	1695712-90054018		REGI-J.WHITAKER-3/2016 1011.55.515.64015	300.00
Total :						300.00
184887	9/6/2016	006014 CA BLDG.STANDARDS COMMISSION	006014063016		BUILDING STANDARDS PERMITS-4/2016-6/2016 1011.20202	292.00
Total :						292.00
184888	9/6/2016	009302 CHESSER, CHRISTINE	4224		BARTENDER SERVICE-6/2016 1011.60.740.62064	25.00
			4224-A	08-003159	BARTENDER SERVICE-6/2016 1011.60.740.62064	50.00
			4224-B	08-003102	BARTENDER SERVICE-6/2016 1011.60.740.62064	175.00
Total :						250.00
184889	9/6/2016	009508 CONVERGINT TECHNOLOGIES,LLC	601SNE241-1		VIDEO SURVELLANCE CAMERAS/LINEAR PARK-4/2016 3801.40.235.66015	20,907.87
Total :						20,907.87
184890	9/6/2016	000138 DAILY JOURNAL CORPORATION	B2897595		ADVERTISEMENT SERVICES-6/2016 4011.67.993.62025	155.40
			B2897608	06-006455	ADVERTISEMENT SERVICES-6/2016 4011.67.993.62025	285.60
			B2897612	06-006455	ADVERTISEMENT SERVICES-6/2016 4011.67.993.62025	1,113.00
Total :						1,554.00
184891	9/6/2016	003159 DEPARTMENT OF CONSERVATION	003159063016		HAZARD MAPPING FEE PERMITS-4/2016-6/2016 1011.20201	171.90
Total :						171.90
184892	9/6/2016	001757 DISTRICT ATTORNEY'S OFFICE	16-1117		LEGAL SERVICES-6/2016 1011.40.215.62001	775.59
Total :						775.59

Check List
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184893	9/6/2016	001393 FERGUSON ENTERPRISES, INC.	0560001		TRUCK MOUNTED DIFFUSER-6/2016	
				06-006410	6051.45.450.65020	1,663.46
					Total :	1,663.46
184894	9/6/2016	000608 HUB INTERNATIONAL INS.SVCS,INC	000608063016		LIABILITY INSURANCE-6/2016	
				08-003195	1011.60.740.64001	3,512.78
					Total :	3,512.78
184895	9/6/2016	000844 J & G GRAPHICS	05254		PRINTING SERVICES-4/2016	
				07-000719	1011.55.515.62025	2,488.43
					Total :	2,488.43
184896	9/6/2016	003302 KODAMA PLANNING CONSULTANTS,	13		TOD PLANNING GRANT CONSULTING SVCS-4/20116	
				11-000697	2252.75.206.62015	80,135.11
					Total :	80,135.11
184897	9/6/2016	003331 L.A. COUNTY SHERIFF DEPT.	165239NH		HELICOPTER SUPPLEMENTAL SERVICE-6/2016	
				07-000684	1011.40.215.64399	3,290.76
					Total :	3,290.76
184898	9/6/2016	001991 LEGISLATIVE ADVOCACY GROUP	5656		LEGISLATIVE SERVICES-6/2016	
				02-001883	1011.30.275.62015	5,000.00
					Total :	5,000.00
184899	9/6/2016	010057 LOPEZ, ANA	1533402		REFUND-BATEMAN HALL	
					1011.60.33215	400.00
					Total :	400.00
184900	9/6/2016	005254 LYNWOOD DOG & CAT HOSPITAL	110652		VETERINARY CARE FOR ANIMALS-5/2016-6/2016	
				07-000724	1011.55.515.64399	5,258.00
					Total :	5,258.00
184901	9/6/2016	010058 MANDUJANO, JULISSA	000156		REFUND-BATEMAN HALL RENTAL	
					1011.60.33215	250.00
					Total :	250.00
184902	9/6/2016	001425 PACIFIC COAST BOLT	2018690		OPERATING SUPPLIES-6/2016	
				06-006305	6051.45.450.65020	-41.86

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184902	9/6/2016	001425 PACIFIC COAST BOLT	(Continued) 2570-1107		OPERATING SUPPLIES-4/2016 6051.45.450.65020	88.95
				06-006305		Total : 47.09
184903	9/6/2016	010059 PATRIDGE, GAIL	1610302		REFUND-BATEMAN HALL RENTAL 1011.60.33215	100.00
						Total : 100.00
184904	9/6/2016	008876 STATE HUMANE ASSOC. OF CALIF.	2016-022		CALIFORNIA ANIMAL LAW HANDBOOKS-1/2016 1011.55.515.65020	269.00
				07-000720		Total : 269.00
184905	9/6/2016	008890 TAFOYA AND GARCIA, LLP	2016.0401		LEGAL FEES-4/2016 1011.30.265.62007	1,050.00
			2016.0406	02-001847	LEGAL FEES-4/2016 1011.30.265.62009	3,605.00
			2016.0409	02-001847	LEGAL FEES-4/2016 1011.30.265.62011	752.50
				02-001847	1011.30.265.62009	140.00
						Total : 5,547.50
184906	9/6/2016	002938 TAJ OFFICE SUPPLY	0035368-001		OPERATING SUPPLIES-1/2015 1011.55.601.65020	101.69
			0035798-001	07-000721	OPERATING SUPPLIES-5/2015 1011.55.515.65020	212.55
			0036777-001	07-000722	OPERATING SUPPLIES-4/2016 1011.55.601.65020	92.88
			0036870-001	07-000721	OPERATING SUPPLIES-5/2016 1011.55.515.65020	517.75
			0036904-001	07-000722	OPERATING SUPPLIES-5/2016 1011.55.515.65015	409.16
				07-000723		Total : 1,334.03
21 Vouchers for bank code : apbank						Bank total : 133,547.52
21 Vouchers in this report						Total vouchers : 133,547.52

Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184907	9/6/2016	000139 ACE LUMBER, LTD INC	A150032	08-003196	MATERIALS & SUPPLIES-8/2016 1011.60.701.65020	11.98 Total : 11.98
184908	9/6/2016	000743 ADMINISTRATIVE SVCS. CO-OP	330915	08-003176	DIAL-A-TAXI PROGRAM-7/2016 2401.60.725.62015	11,325.21 Total : 11,325.21
184909	9/6/2016	000002 ADP, LLC	13 477847614	02-001905 02-001905 02-001905 02-001905	PAYROLL SERVICES-8/2016 1011.30.270.62015 6051.30.315.62015 PAYROLL SERVICES-8/2016 1011.30.270.62015 6051.30.315.62015	132.00 132.00 244.62 244.62 Total : 753.24
184910	9/6/2016	007551 AFSCME DISTRICT COUNCIL 36	007551081416		GENERAL EMPLOYEE ASSOC DUES-P/E-8/14/2016 1011.20144	2,246.88 Total : 2,246.88
184911	9/6/2016	000370 ALATORRE, SALVADOR	000370093016		ELECTRONIC/MEDIA-AUTO EXPENSES-9/2016 1011.10.101.60025 1011.10.101.60030	250.00 250.00 Total : 500.00
184912	9/6/2016	010049 AMERICAN CANCER SOCIETY, INC.	010049081416		EMPLOYEE CONTRIBUTION-P/E-8/14/2016 1011.20146	55.37 Total : 55.37
184913	9/6/2016	000926 AMERICAN TRANSPORTATION SYSTEM	56406	08-003172	CHARTER BUS TRANSPORTATION-7/2016 1011.60.710.67250	552.75 Total : 552.75
184914	9/6/2016	010052 ANDERSON, TYREE	42883		REFUND-SUMMER DAY CAMP 1011.60.33225	50.00 Total : 50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184915	9/6/2016	000418	AREA "E" DISASTER MANAGEMENT	201716	MEMBERSHIP DUES-FY-2016-2017 1011.55.601.65040	3,549.00
Total :						3,549.00
184916	9/6/2016	001500	ASSOCIATION OF GOVERNMENTS,	001500063017	MEMBERSHIP DUES-FY-2016-2017 1011.25.205.65040	6,772.00
Total :						6,772.00
184917	9/6/2016	006399	AT&T		TELEPHONE SERVICE-7/2016	
			000008444219		6051.45.450.64501	486.98
			000008444220		TELEPHONE SERVICE-7/2016	
					6051.45.450.64501	20.03
			000008445071		TELEPHONE SERVICE-7/2016	
					1011.65.290.64501	289.08
			000008445072		TELEPHONE SERVICE-7/2016	
					1011.65.290.64501	77.86
			000008445073		TELEPHONE SERVICE-7/2016	
					1011.65.290.64501	77.78
			000008445074		TELEPHONE SERVICE-7/2016	
					1011.65.290.64501	380.45
			000008445076		TELEPHONE SERVICE-7/2016	
					6051.45.450.64501	110.86
			000008445079		TELEPHONE SERVICE-7/2016	
					1011.65.290.64501	140.76
			000008445080		TELEPHONE SERVICE-7/2016	
					6051.45.450.64501	94.32
			000008445081		TELEPHONE SERVICE-7/2016	
					1011.65.290.64501	1,787.50
			000008445082		TELEPHONE SERVICE-7/2016	
					6051.45.450.64501	18.47
			000008445084		TELEPHONE SERVICE-7/2016	
					1011.65.290.64501	846.72
Total :						4,330.81
184918	9/6/2016	000448	ATLANTIC CAR WASH	1391	CAR WASH SERVICES-7/2016	
				06-006456	7011.45.420.64399	199.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184918	9/6/2016	000448	000448 ATLANTIC CAR WASH		(Continued)	Total : 199.83
184919	9/6/2016	008496	BATTLE, ELIZABETH ANNE	008496071216	11-000780	PLANNING COMMISSIONER STIPEND-7/2016 1011.51.505.60999 Total : 50.00
184920	9/6/2016	010053	BROWN, LINDA	000181		REFUND-BATEMAN HALL RENTAL 1011.60.33215 Total : 150.00
184921	9/6/2016	000300	BUBBS HARDWARE	10	06-006481	HARDWARE MATERIALS & SUPPLIES-8/2016 2051.45.410.65020 117.50
				11	06-006481	HARDWARE MATERIALS & SUPPLIES-8/2016 2051.45.410.65020 128.83
				12	06-006481	HARDWARE MATERIALS & SUPPLIES-8/2016 2051.45.410.65020 15.61
				13	06-006481	HARDWARE MATERIALS & SUPPLIES-8/2016 2051.45.410.65020 272.17 Total : 534.11
184922	9/6/2016	009175	BUSTAMANTE, BRENDA	000450		REFUND-BATEMAN HALL RENTAL 1011.60.33205 100.00 Total : 100.00
184923	9/6/2016	000086	BYRD INDUSTRIAL ELECTRONICS	416-16	06-006458	REPAIRS & MAINTENANCE TO TELEMETRY-4/2016 6051.45.450.63025 2,587.83 Total : 2,587.83
184924	9/6/2016	000032	CAL ADDISON	549565	06-006459	FLEET REPAIRS & MAINTENANCE-8/2016 7011.45.420.63025 95.00
				549593	06-006459	FLEET REPAIRS & MAINTENANCE-7/2016 7011.45.420.63025 160.00
				549595	06-006459	FLEET REPAIRS & MAINTENANCE-8/2016 7011.45.420.63025 100.00
				549597	06-006459	FLEET REPAIRS & MAINTENANCE-7/2016 7011.45.420.63025 110.00
				549598	06-006459	FLEET REPAIRS & MAINTENANCE-7/2016 7011.45.420.63025 370.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184924	9/6/2016	000032	000032 CAL ADDISON		(Continued)	Total : 835.00
184925	9/6/2016	009769	CAL-CITY CONSTRUCTION, INC	7	HAM PARK COMMUNITY CENTER-7/2016	
				06-006199	4011.67.007.62015	181,618.50
				06-006199	4011.20601	-9,080.93
					Total :	172,537.57
184926	9/6/2016	001249	CASTRO, AIDE	001249093016	ELECTRONIC/MEDIA-AUTO EXPENSES-9/2016	
					1011.10.101.60025	250.00
					1011.10.101.60030	250.00
					Total :	500.00
184927	9/6/2016	000657	CENTURY RADIATORS	018682	FLEET REPAIRS & MAINTENANCE-3/2016	
				06-006463	7011.45.420.63025	153.14
			018694		FLEET REPAIRS & MAINTENANCE-3/2016	
				06-006463	7011.45.420.63025	99.31
			018710		FLEET REPAIRS & MAINTENANCE-3/2016	
				06-006463	7011.45.420.63025	81.70
			018745		FLEET REPAIRS & MAINTENANCE-5/2016	
				06-006463	7011.45.420.63025	714.71
			018747		FLEET REPAIRS & MAINTENANCE-5/2016	
				06-006463	7011.45.420.63025	178.67
			018788		FLEET REPAIRS & MAINTENANCE-7/2016	
				06-006463	7011.45.420.63025	92.51
			018814		FLEET REPAIRS & MAINTENANCE-8/2016	
				06-006463	7011.45.420.63025	521.26
			018818		FLEET REPAIRS & MAINTENANCE-8/2016	
				06-006463	7011.45.420.63025	65.33
					Total :	1,906.63
184928	9/6/2016	010027	CHAIRES, SOILA	010027070716	REIMBURSEMENT-LIVE SCAN	
					1011.35.330.64399	21.00
					Total :	21.00
184929	9/6/2016	009302	CHESSER, CHRISTINE	4093	BARTENDER SERVICE-7/2016	
				08-003191	1011.60.740.62064	200.00
			4132		BARTENDER SERVICE-8/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184929	9/6/2016	009302 CHESSER, CHRISTINE	(Continued)			
			4210	08-003191	1011.60.740.62064 BARTENDER SERVICE-7/2016	250.00
			4215	08-003191	1011.60.740.62064 BARTENDER SERVICE-7/2016	200.00
			4273	08-003191	1011.60.740.62064 BARTENDER SERVICE-7/2016	200.00
				08-003191	1011.60.740.62064	200.00
					Total :	1,050.00
184930	9/6/2016	001168 CINTAS CORPORATION NO. 2	70916		FIRST AID KIT REPLENISHMENT-7/2016	
				08-003177	1011.60.720.65020	175.72
					Total :	175.72
184931	9/6/2016	007552 CITY EMPLOYEES ASSOCIATES	007552081416		MANAGEMENT ASSOC DUES-P/E-8/14/2016	
					1011.20143	287.50
					Total :	287.50
184932	9/6/2016	001594 CITY OF LOS ANGELES	48H-50-3811-17-008		MEMBERSHIP FEES-LARA FY-2016-2017	
					1052.45.440.65040	8,284.66
					Total :	8,284.66
184933	9/6/2016	007129 CODE PUBLISHING COMPANY, INC.	53857		LYNWOOD MUNICIPAL CODE CODIFICATION-7/2016	
			53991	03-000334	1011.15.105.62015	476.00
				03-000334	1011.15.105.62015	51.00
					Total :	527.00
184934	9/6/2016	009670 COMPLIANCE & MONITORING, INC.,	7274		LABOR COMPLIANCE PROGRAM-7/2016	
				06-006091	4011.67.007.62015	1,933.33
					Total :	1,933.33
184935	9/6/2016	009508 CONVERGINT TECHNOLOGIES,LLC	150322		SURVEILLANCE CAMERA MAINTENANCE-5/2016-4.2017	
				11-000776	3381.51.750.62015	10,692.32
					Total :	10,692.32
184936	9/6/2016	005157 CONVERSE CONSULTANTS	06-31121-30-0000003		GEOTECHNICAL OBSERVATION & TESTING-2/2016	
				06-006131	4011.67.007.62015	1,625.50

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184936	9/6/2016	005157	005157 CONVERSE CONSULTANTS		(Continued)	Total : 1,625.50
184937	9/6/2016	005559	CRUSADE-BLACK UNITED FUND INC.,	005559081416	EMPLOYEE CONTRIBUTION-P/E-8/14/2016 1011.20146	3.00 Total : 3.00
184938	9/6/2016	010026	CRUZ, JONATHAN	010026072116	REIMBURSEMENT-LIVE SCAN 1011.35.330.64399	21.00 Total : 21.00
184939	9/6/2016	000138	DAILY JOURNAL CORPORATION	A2896949	PUBLICATION OF PUBLIC NOTICES-7/2016	83.30
				11-000793	1011.51.505.62025	83.30
			A2898103	11-000793	PUBLICATION OF PUBLIC NOTICES-7/2016 1011.51.505.62025	83.30
			A2908878	11-000793	PUBLICATION OF PUBLIC NOTICES-8/2016 1011.51.505.62025	85.00
			A2914437	11-000791	PUBLICATION OF PUBLIC NOTICES-8/2016 1011.51.815.62025	137.70
					Total : 389.30	
184940	9/6/2016	000066	DAPEER, ROSENBLIT & LITVAK,LLP	11537	LEGAL SERVICES-7/2016	2,223.30
				11-000777	1011.51.605.62001	2,223.30
					Total : 2,223.30	
184941	9/6/2016	003349	DELTA DENTAL OF CALIFORNIA	BE001786873	DENTAL PREMIUM-9/2016	5,156.87
					7151.35.355.64012	14,427.23
					1011.20140	Total : 19,584.10
184942	9/6/2016	010051	DIAZ, RICARDO	42623	REFUND-FIELD RENTAL DEPOSIT	100.00
					1011.60.33201	Total : 100.00
184943	9/6/2016	006088	DIESEL MOBIL SERVICE	17728	FLEET & SPECIALTY EQUIPMENT REPAIRS-5/2016	1,333.21
				06-006465	7011.45.420.63025	1,323.81
			17874	06-006465	FLEET & SPECIALTY EQUIPMENT REPAIRS-7/2016 7011.45.420.63025	1,323.81

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184943	9/6/2016	006088	006088 DIESEL MOBIL SERVICE		(Continued)	Total : 2,657.02
184944	9/6/2016	001898	EBS GENERAL ENGINEERING, INC.	52762	BUS SHELTER SIDEWALK-8/2016	
				06-006434	4011.68.013.62015	28,439.00
				06-006434	4011.20601	-1,421.95
					Total :	27,017.05
184945	9/6/2016	000080	ESPINOZA, JOSE LUIS	0011	PHOTOGRAPHY SERVICES-8/2016	
				01-001148	1011.10.101.64399	300.00
					Total :	300.00
184946	9/6/2016	003334	FED EX	5-504-50011	COURIER SERVICE-7/2016	
				02-001901	1011.30.270.64399	3.20
				02-001901	1011.30.275.64399	3.19
			5-511-26709		COURIER SERVICE-8/2016	
				06-006466	7011.45.420.64399	6.75
			5-518-87074		COURIER SERVICE-8/2016	
				02-001901	1011.30.270.64399	7.10
				02-001901	1011.30.275.64399	7.10
					Total :	27.34
184947	9/6/2016	001393	FERGUSON ENTERPRISES, INC.	3359471	MATERIAL AND SUPPLIES-8/2016	
				06-006473	1011.45.415.65020	220.98
			3530706		MATERIAL AND SUPPLIES-7/2016	
				06-006473	1011.45.415.65020	30.62
			3620975		MATERIAL AND SUPPLIES-8/2016	
				06-006473	1011.45.415.65020	326.19
					Total :	577.79
184948	9/6/2016	000372	FIRE DEPARTMENT, LOS ANGELES	C0007468	FIRE PROTECTION SERVICES-8/2016	
				01-001157	1011.40.245.62015	500,686.19
			C0007510		FIRE PROTECTION SERVICES-9/2016	
				01-001157	1011.40.245.62015	501,031.86
			F0010193		FIRE PROTECTION SERVICES-5/2016	
				01-001157	1011.40.245.62015	1,181.92
					Total :	1,002,899.97
184949	9/6/2016	000003	FIRST CHOICE SERVICES	539089	COFFEE AND WATER SERVICES-7/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184949	9/6/2016	000003	FIRST CHOICE SERVICES		(Continued)	
				01-001144	1011.10.101.67950	13.48
				01-001144	1011.25.205.67950	13.49
			539471		COFFEE AND WATER SERVICES-7/2016	
				01-001144	1011.10.101.67950	46.67
				01-001144	1011.25.205.67950	46.68
			943056		COFFEE AND WATER SERVICES-8/2016	
				01-001144	1011.10.101.67950	112.88
				01-001144	1011.25.205.67950	112.88
					Total :	346.08
184950	9/6/2016	003335	FIRST LEGAL SUPPORT SERVICE	124875	COURIER SERVICES-7/2016	
				01-001158	1011.25.205.64399	60.77
					Total :	60.77
184951	9/6/2016	009082	FLOYD, LATASIA	009082072816	ZUMBA / INSTRUCTOR/YOUTH CENTER-8/2016	
				08-003189	1011.60.715.62015	624.00
			009082072816-A		ZUMBA / INSTRUCTOR/COMM CENTER-8/2016	
				08-003189	1011.60.705.62015	293.24
					Total :	917.24
184952	9/6/2016	006902	FULMORE, DENNIS	004252	BARTENDER SERVICE-7/2016	
				08-003192	1011.60.740.62064	200.00
			4093		BARTENDER SERVICE-7/2016	
				08-003192	1011.60.740.62064	200.00
			4294		BARTENDER SERVICE-8/2016	
				08-003192	1011.60.740.62064	250.00
					Total :	650.00
184953	9/6/2016	003983	GALLS QUARTERMASTER	005650425	UNIFORMSPURCHASE-7/2016	
				11-000794	1011.51.605.60040	610.39
					Total :	610.39
184954	9/6/2016	010028	GARNER, RANDY	010028070216	REIMBURSEMENT-LIVE SCAN	
					1011.35.330.64399	15.00
					Total :	15.00

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184955	9/6/2016	010054 GASCA, CRISTINA	004215		REFUND-BATEMAN HALL RENTAL 1011.60.33215	335.00
Total :						335.00
184956	9/6/2016	000298 GATEWAY CITIES	000298093017		MEMBERSHIP DUES-FY-2016-2017 1011.25.205.65040	20,000.00
Total :						20,000.00
184957	9/6/2016	009599 GKK WORKS	17-1016	06-006030	HAM PARK COMMUNITY CTR. CONSTRUCTION-7/2016 4011.67.007.62015	25,600.00
Total :						25,600.00
184958	9/6/2016	001510 GRAINGER, INC.	9176770080	06-006482	MATERIAL & SUPPILES-7/2016 2051.45.430.65020	258.46
Total :						258.46
184959	9/6/2016	010055 GREEN, INESHIA	000446		REFUND-BATEMAN HALL RENTAL 1011.60.33205	10.00
Total :						10.00
184960	9/6/2016	000993 GRM INFORMATION MANAGEMENT	0302593-0302606	01-001156	OFF-SITE RECORDS STORAGE-7/2016 1011.25.205.62015	567.16
Total :						567.16
184961	9/6/2016	010056 HARRELL, ALISHA	000449		REFUND-BATEMAN HALL RENTAL 1011.60.33205	50.00
Total :						50.00
184962	9/6/2016	007566 HERNANDEZ, EDWIN	007566093016		ELECTRONIC/MEDIA-AUTO EXPENSES-9/2016 1011.10.101.60025 1011.10.101.60030	250.00 250.00
Total :						500.00
184963	9/6/2016	003338 HILLYARD-LOS ANGELES	602145161	06-006474	JANITORIAL SUPPLIES-7/2016 1011.45.415.65020	96.31
			602168889	06-006474	JANITORIAL SUPPLIES-7/2016 1011.45.415.65020	456.47
			602176986		JANITORIAL SUPPLIES-8/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184963	9/6/2016	003338 HILLYARD-LOS ANGELES	(Continued)			
			602182627	06-006474	1011.45.415.65020 JANITORIAL SUPPLIES-8/2016	485.34
			602182628	06-006474	1011.45.415.65020 JANITORIAL SUPPLIES-8/2016	459.19
			602182629	06-006474	1011.45.415.65020 JANITORIAL SUPPLIES-8/2016	478.98
			602188440	06-006474	1011.45.415.65020 JANITORIAL SUPPLIES-8/2016	481.01
			602188441	06-006474	1011.45.415.65020 JANITORIAL SUPPLIES-8/2016	488.64
			602188442	06-006474	1011.45.415.65020 JANITORIAL SUPPLIES-8/2016	476.35
			602191204	06-006474	1011.45.415.65020 JANITORIAL SUPPLIES-8/2016	484.05
				06-006474	1011.45.415.65020	456.77
					Total :	4,363.11
184964	9/6/2016	000367 HINDERLITER DELLAMAS & ASSOC.	0025832-IN		SALES TAX AUDIT SERVICE-8/2016	
				02-001913	1011.30.30145	63.76
					Total :	63.76
184965	9/6/2016	004577 HOOPER, CHERYL L.	073016		ADULT BASKETBALL REFEREE-8/2016	
				08-003200	1011.60.705.64399	54.00
					Total :	54.00
184966	9/6/2016	000676 IDEAL LIGHTING SUPPLY, INC.	108541		ELECTRICAL MATERIALS-7/2016	
			108566	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-7/2016	205.74
			108587	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-7/2016	106.28
			108689	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-7/2016	414.20
			108707	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-8/2016	387.50
			108709	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-8/2016	39.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184966	9/6/2016	000676 IDEAL LIGHTING SUPPLY, INC.	(Continued)			
			108731	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-8/2016	279.04
			108742	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-8/2016	80.39
			108825	06-006486	1011.45.415.65020 ELECTRICAL MATERIALS-8/20164	158.05
				06-006486	1011.45.415.65020	424.23
					Total :	2,094.67
184967	9/6/2016	002051 IPMA-HR	0020512017		MEMBERSHIP-PUBLIC MANAGEMENT ASSOC-2016-2017	
					1011.35.335.65040	393.00
					Total :	393.00
184968	9/6/2016	009103 JHM SUPPLY, INC.	6186/3		LANDSCAPING & IRRIGATION SUPPLIES-8/2016	
				06-006487	2701.45.610.65020	17.27
					Total :	17.27
184969	9/6/2016	005457 KAMRAN AND COMPANY, INC.	563749		AIR HOOD FOR HAM PARK BUILDING-8/2016	
				06-006449	4011.67.007.66015	1,055.65
					Total :	1,055.65
184970	9/6/2016	009873 L.A. DUPLEXES, LLC	1510401-1		REFUNDABLE DEPOSIT	
					1011.26101	16,640.00
					Total :	16,640.00
184971	9/6/2016	005098 LANDEROS, ALEX	005098071216		PLANNING COMMISSIONER STIPEND-7/2016	
				11-000783	1011.51.505.60999	50.00
					Total :	50.00
184972	9/6/2016	006904 LATOUR, ANGELIQUE	000156		BARTENDER SERVICE-7/2016	
			04273	08-003193	1011.60.740.62064	200.00
			4210	08-003193	1011.60.740.62064	200.00
			4278	08-003193	1011.60.740.62064	200.00
					BARTENDER SERVICE-7/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184972	9/6/2016	006904 LATOUR, ANGELIQUE	(Continued)			
				08-003193	1011.60.740.62064	200.00
					Total :	800.00
184973	9/6/2016	000866 LEAD TECH ENVIRONMENTAL	10265		LEAD TESTING FOR HOUSING REHAB-7/2016	
			10285	11-000796	2961.51.865.62015	188.00
				11-000796	LEAD TESTING FOR HOUSING REHAB-7/2016	
					2941.51.286.62015	162.00
					Total :	350.00
184974	9/6/2016	001612 LEAGUE OF CALIFORNIA CITIES	3290		MEMBERSHIP DUES-FY-2016-2017	
					1011.25.205.65040	1,181.25
					Total :	1,181.25
184975	9/6/2016	009236 LEAK, DEITRA	4132		BARTENDER SERVICE-8/2016	
			4238	08-003197	1011.60.740.62064	200.00
				08-003197	BARTENDER SERVICE-7/2016	
					1011.60.740.62064	225.00
					Total :	425.00
184976	9/6/2016	010048 LEGAL SHIELD	010048081416		EMPLOYEE CONTRIBUTION-P/E-8/14/2016	
					1011.20146	107.19
					Total :	107.19
184977	9/6/2016	008480 LOPEZ AUTO SERVICE & TIRES INC	24252		FLEET REPAIRS & MAINTENANCE-7/2016	
			24268	06-006467	7011.45.420.63025	150.90
				06-006467	FLEET REPAIRS & MAINTENANCE-7/2016	
					7011.45.420.63025	334.30
					Total :	485.20
184978	9/6/2016	010064 MARTIN, CHARLETTE	000433		REFUND-BATEMAN HALL RENTAL	
					1011.60.33205	72.00
					Total :	72.00
184979	9/6/2016	002598 MAYFIELD BUS LINES	70616		BUS TRANSPORTATION SERVICE-7/2016	
			70916	08-003181	1011.60.710.67250	500.00
				08-003181	BUS TRANSPORTATION SERVICE-7/2016	
					1011.60.710.67250	600.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184979	9/6/2016	002598 MAYFIELD BUS LINES	(Continued) 71316		BUS TRANSPORTATION SERVICE-7/2016 1011.60.710.67250	850.00
			72016	08-003181	BUS TRANSPORTATION SERVICE-7/2016 1011.60.710.67250	650.00
			72716	08-003181	BUS TRANSPORTATION SERVICE-7/2016 1011.60.710.67250	350.00
			81716	08-003181	BUS TRANSPORTATION SERVICE-8/2016 1011.60.710.67250	430.00
					Total :	3,380.00
184980	9/6/2016	006145 METLIFE	006145093016		DENTAL PREMIUM-9/2016 7151.35.355.64012	57.87
					Total :	57.87
184981	9/6/2016	009012 MUNICIPAL WASTE SOLUTIONS	215		REFUSE CONTRACT OVERSIGHT-7/2016 1052.45.440.62061	3,937.50
				06-006509	Total :	3,937.50
184982	9/6/2016	006289 MUNISERVICES, LLC.	00000042436		SALES TAX REPORTING SERVICE-7/2016 1011.30.275.62015	1,000.00
				02-001914	Total :	1,000.00
184983	9/6/2016	000475 NATIONWIDE ENVIRONMENTAL SVCS.	27697		SIDEWALK CLEANING SERVICES-7/2016 3381.51.750.62015	2,272.87
				11-000778	Total :	2,272.87
184984	9/6/2016	010069 NATIONWIDE RETIREMENT SOLUTION	010069090116		EMPLOYEE DEDUCTION-8/2016 1011.20146	15,925.00
					Total :	15,925.00
184985	9/6/2016	010029 NEXTG NETWORKS	184467		REFUNDABLE DEPOSIT 1011.26101	640.00
			184468		REFUNDABLE DEPOSIT 1011.26101	700.00
			184470		REFUNDABLE DEPOSIT 1011.26101	3,000.00

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184985	9/6/2016	010029	NEXTG NETWORKS (Continued) 25778		REFUNDABLE DEPOSIT 1011.26101	7,914.00 Total : 12,254.00
184986	9/6/2016	009059	OMNI APPRAISAL SERVICES OA160733	11-000784	APPRAISAL SERVICES FOR HOME REHAB-7/2016 2961.51.865.62015	275.00 Total : 275.00
184987	9/6/2016	005562	ORKIN PEST CONTROL 96624646 96624647	08-003182 08-003185	SENIOR CENTER PEST CONTROL SERVICE-7/2016 1011.60.720.64399 PEST CONTROL SERVICE FOR BATEMAN HALL-7/2016 1011.60.740.64399	134.64 142.10 Total : 276.74
184988	9/6/2016	002910	PUBLIC SECTOR EXCELLENCE 002910092116		REG-N.MEDINA 1011.60.701.64015	155.00 Total : 155.00
184989	9/6/2016	007435	READY REFRESH 06H0031568785 06H0031568967	08-003167 02-001904 02-001904 02-001904 02-001904 02-001904	WATER & COOLER RENTAL-8/2016 1011.60.701.67950 WATER & COOLER RENTAL-8/2016 1011.30.270.67950 1011.30.275.67950 1052.30.315.67950 6051.30.315.67950 6401.30.315.67950	57.70 9.73 9.72 9.73 9.73 9.73 Total : 106.34
184990	9/6/2016	004115	RICHARDS, JURAY 42958		REFUND-SUMMER DAY 1011.60.33225	162.75 Total : 162.75
184991	9/6/2016	009977	ROMERO, BRENDA 42745-A		REFUND-SUMMER DAY 1011.60.33225	322.50 Total : 322.50
184992	9/6/2016	008036	RUBIO'S TIRE SHOP 1423		FLEET REPAIRS & MAINTENANCE-7/2016	

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184992	9/6/2016	008036 RUBIO'S TIRE SHOP	(Continued)			
			1426	06-006468	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-7/2016	15.00
			1427	06-006468	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-7/2016	15.00
				06-006468	7011.45.420.63025	15.00
					Total :	45.00
184993	9/6/2016	010060 RUSSELL, ABRAHAM	1620902		REFUND-BATEMAN HALL RENTAL 1011.60.33215	100.00
					Total :	100.00
184994	9/6/2016	010030 RUTHACKER, JR., WILLIAM	190833		REFUNDABLE DEPOSIT 1011.26101	5,125.00
					Total :	5,125.00
184995	9/6/2016	010061 SAINZ, YAJAIRA	004294		REFUND-BATEMAN HALL RENTAL 1011.60.33215	360.00
					Total :	360.00
184996	9/6/2016	007205 SANCHEZ AWARDS	850		PLAQUE AND ENGRAVING SERVICES-7/2016 1011.10.101.64399	86.66
			851	01-001145	PLAQUE AND ENGRAVING SERVICES-7/2016 1011.10.101.64399	86.66
			863	01-001145	PLAQUE AND ENGRAVING SERVICES-7/2016 1011.10.101.64399	86.66
			873	01-001145	PLAQUE AND ENGRAVING SERVICES-8/2016 1011.10.101.64399	86.66
			875	01-001145	PLAQUE AND ENGRAVING SERVICES-8/2016 1011.10.101.64399	86.66
				01-001145	1011.10.101.64399	64.85
					Total :	411.49
184997	9/6/2016	000779 SANTILLAN-BEAS, MARIA	000779093016		ELECTRONIC/MEDIA-AUTO EXPENSES-9/2016 1011.10.101.60025	250.00
					1011.10.101.60030	250.00
					Total :	500.00

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184998	9/6/2016	006568 SCHOOL OUTFITTERS, LLC	INV12047034		STACK CHAIR TRUCK-8/2016	
				08-003168	1011.60.715.65020	409.74
					Total :	409.74
184999	9/6/2016	006215 SELBOR BUILDERS, INC.	1-C		HUD ACT#941-CDBG REHAB GRANT-8/2016	
				11-000766	2941.51.286.67240	9,000.00
			2-C		HUD ACT#941-CDBG REHAB GRANT-8/2016	
				11-000766	2941.51.286.67240	1,000.00
			2-D		HUD ACT#938-HOME REHAB GRANT-7/2016	
				11-000761	2961.51.865.67235	12,745.80
					Total :	22,745.80
185000	9/6/2016	010062 SMITH, DEMEKA	000178		REFUND-BATEMAN HALL RENTAL	
					1011.60.33215	150.00
					Total :	150.00
185001	9/6/2016	005397 SO CAL CONSTRUCTION SVCS.	1 OF 2 SC1542		HUD ACT#936-HOME REHAB PROGRAM-8/2016	
				11-000756	2961.75.865.67240	10,000.00
				11-000756	2961.75.865.67235	12,720.00
				11-000756	2961.51.865.67235	17,780.00
					Total :	40,500.00
185002	9/6/2016	008668 SOLACHE, JOSE LUIS	008668093016		ELECTRONIC/MEDIA-AUTO EXPENSES-9/2016	
					1011.10.101.60025	250.00
					1011.10.101.60030	250.00
					Total :	500.00
185003	9/6/2016	000312 SPARKLETTS	14624693070816		WATER SERVICE & SUPPLIES-7/2016	
				11-000800	1011.51.501.65999	4.66
				11-000800	1011.51.505.65999	4.66
				11-000800	1011.51.605.65999	4.67
			14624693080516		WATER SERVICE & SUPPLIES-8/2016	
				11-000800	1011.51.501.65999	12.85
				11-000800	1011.51.505.65999	12.85
				11-000800	1011.51.605.65999	12.84
					Total :	52.53

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185004	9/6/2016	008956 SPCALA	2016-0731	11-000779	ANIMAL SHELTER SERVICES-7/2016 1011.51.445.62015	8,916.00 Total : 8,916.00
185005	9/6/2016	001224 STANDARD INSURANCE COMPANY	001224093016		LIFE INSURANCE PREMIUM-9/2016 1011.20140 7151.35.355.64012	2,050.00 577.00 Total : 2,627.00
185006	9/6/2016	000089 STAPLES OFFICE WAREHOUSE	3310758308 3310758309 8040012598 8040164936	03-000339 03-000339 06-006490 06-006490	OFFICE SUPPLIES-8/2016 1011.15.105.65020 OFFICE SUPPLIES-8/2016 1011.15.105.65020 OFFICE SUPPLIES-7/2016 1011.45.415.65020 OFFICE SUPPLIES-7/2016 1011.45.415.65020	171.38 15.43 35.63 119.89 Total : 342.33
185007	9/6/2016	002938 TAJ OFFICE SUPPLY	0037079-001	01-001146	OFFICE SUPPLIES-7/2016 1011.10.101.65015	195.11 Total : 195.11
185008	9/6/2016	000007 TAYLOR, WOODROW	16-173	11-000789	HEARING ADMINISTRATIVE OFFICER-8/2016 1011.51.515.62015	400.00 Total : 400.00
185009	9/6/2016	009401 THE 2ND COMING SILK SCREEN	1808160804	08-003201	ADULT BASKETBALL/CHAMPIONS SWEATERS-8/2016 1011.60.705.65020	259.42 Total : 259.42
185010	9/6/2016	000067 THYSSEN KRUPP ELEVATOR CORP	3002664286	06-006479	ELEVATOR MAINTENANCE -7/2016-9/2016 1011.45.415.63025	1,052.40 Total : 1,052.40
185011	9/6/2016	003314 TYCO INTERGRATED SECURITY LLC	27014231	08-003175	YOUTH CTR. & TRAIN DEPOT ALARM -9/2016 1011.60.715.64399	729.42

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185011	9/6/2016	003314	003314 TYCO INTERGRATED SECURITY LLC (Continued)			Total : 729.42
185012	9/6/2016	003314	TYCO INTERGRATED SECURITY LLC	26857395	SECURITY ALARM SERVICE-8/2016-10/2016 1011.45.415.64399	202.44
				06-006480		Total : 202.44
185014	9/6/2016	009742	UNIFIRST CORPORATION	3241810029	UNIFORM SERVICE-7/2016	
				06-006492	2051.45.430.60040	12.72
			3241810030	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	6051.45.450.60040	25.58
			3241810031	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	1011.45.415.60040	27.56
			3241810032	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	2701.45.610.60040	43.54
			3241810033	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	2051.45.410.60040	32.24
			3241810034	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	1011.45.415.64399	37.70
			3241812560	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	6051.45.450.60040	25.58
			3241812561	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	1011.45.415.60040	27.56
			3241812563	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	2051.45.410.60040	55.50
			3241812564	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	1011.45.415.64399	37.70
			3241815144	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	2051.45.430.60040	12.72
			3241815145	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	6051.45.450.60040	25.58
			3241815146	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	1011.45.415.60040	27.56
			3241815147	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	2701.45.610.60040	71.38
			3241815148	06-006492	UNIFORM SERVICE-7/2016	
				06-006492	2051.45.410.60040	32.24
			3241815149		UNIFORM SERVICE-7/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185014	9/6/2016	009742 UNIFIRST CORPORATION	(Continued)			
			3241817714	06-006492	1011.45.415.64399 UNIFORM SERVICE-8/2016	37.70
			3241817715	06-006492	2051.45.430.60040 UNIFORM SERVICE-8/2016	12.72
			3241817716	06-006492	6051.45.450.60040 UNIFORM SERVICE-8/2016	25.58
			3241817717	06-006492	1011.45.415.64399 UNIFORM SERVICE-8/2016	27.56
			3241817718	06-006492	2701.45.610.60040 UNIFORM SERVICE-8/2016	43.54
			3241817719	06-006492	2051.45.410.60040 UNIFORM SERVICE-8/2016	32.24
			3241820309	06-006492	1011.45.415.64399 UNIFORM SERVICE-8/2016	37.70
			3241820310	06-006492	2051.45.430.60040 UNIFORM SERVICE-8/2016	12.72
			3241820311	06-006492	6051.45.450.60040 UNIFORM SERVICE-8/2016	25.58
			3241820312	06-006492	1011.45.415.60040 UNIFORM SERVICE-8/2016	27.56
			3241820313	06-006492	2701.45.610.60040 UNIFORM SERVICE-8/2016	43.54
			3241820314	06-006492	2051.45.410.60040 UNIFORM SERVICE-8/2016	32.24
			3241822873	06-006492	1011.45.415.64399 UNIFORM SERVICE-8/2016	40.70
			3241822874	06-006492	2051.45.430.60040 UNIFORM SERVICE-8/2016	14.06
			3241822875	06-006492	6051.45.450.60040 UNIFORM SERVICE-8/2016	28.65
			3241822876	06-006492	1011.45.415.60040 UNIFORM SERVICE-8/2016	30.46
			3241822877	06-006492	2701.45.610.60040 UNIFORM SERVICE-8/2016	48.63
			3241822878	06-006492	2051.45.410.60040 UNIFORM SERVICE-8/2016	36.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185014	9/6/2016	009742 UNIFIRST CORPORATION	(Continued)			
			3241825502	06-006492	1011.45.415.64399 UNIFORM SERVICE-8/2016	41.82
			3241825503	06-006492	2051.45.430.60040 UNIFORM SERVICE-8/2016	14.06
			3241825504	06-006492	6051.45.450.60040 UNIFORM SERVICE-8/2016	28.65
			3241825505	06-006492	1011.45.415.60040 UNIFORM SERVICE-8/2016	30.46
			3241825506	06-006492	2701.45.610.60040 UNIFORM SERVICE-8/2016	48.63
			3241825507	06-006492	2051.45.410.60040 UNIFORM SERVICE-8/2016	37.80
			3241825509	06-006492	1011.45.415.64399 UNIFORM SERVICE-7/2016	41.82
			324182562	06-006492	2051.45.430.60040 UNIFORM SERVICE-7/2016	12.72
				06-006492	2701.45.610.60040	43.54
					Total :	1,351.84
185015	9/6/2016	005357 URBAN ASSOCIATES, INC.	200.03A		INTERIM DIRECTOR & HOUSING SVCS-7/2016	
				11-000787	1011.51.501.62015	3,757.50
				11-000787	1011.51.505.62015	3,757.50
				11-000787	1011.51.605.62015	3,757.50
			200.03B		INTERIM DIRECTOR & HOUSING SVCS-7/2016	
				11-000787	2961.51.865.62015	422.50
					Total :	11,695.00
185016	9/6/2016	010063 WAGE WORKS	010063081816		EMPLOYEE DEDUCTIONS-8/18/2016	
					1011.20146	518.75
					Total :	518.75
185017	9/6/2016	001131 WALKER, BERTHA A.	001131073116		COM. CTR ZUMBA CLASS INSTRUCTOR-7/2016	
				08-003190	1011.60.705.62015	150.04
					Total :	150.04
185018	9/6/2016	000802 WEST, KENNETH	000802071216		PLANNING COMMISSIONER STIPEND-7/2016	

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
185018	9/6/2016	000802 WEST, KENNETH	(Continued)			
				11-000785	1011.51.505.60999	50.00
					Total :	50.00
185019	9/6/2016	004157 YOUNGER, BILLY	004157071216		PLANNING COMMISSIONER STIPEND-7/2016	
				11-000786	1011.51.505.60999	50.00
					Total :	50.00
112 Vouchers for bank code : apbank						Bank total : 1,507,582.19
112 Vouchers in this report						Total vouchers : 1,507,582.19

Check List
City of Lynwood

vchlist
 09/01/2016 2:34:16PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185020	9/6/2016	010047 1 IH BORROWER L.P., 2014-	Ref000096549		UB Refund Cst #055571 6051.20103	35.30 Total : 35.30
185021	9/6/2016	010045 ALLIANCE LLC, BENISON	Ref000096547		UB Refund Cst #055463 6051.20103	101.82 Total : 101.82
185022	9/6/2016	010031 BARAJAS, PEDRO	Ref000096532		UB Refund Cst #042459 6051.20103	481.80 Total : 481.80
185023	9/6/2016	010039 CARRIZOZA, HERMINIA	Ref000096541		UB Refund Cst #055192 6051.20103	23.62 Total : 23.62
185024	9/6/2016	010038 DOSHI, SUDHDR	Ref000096540		UB Refund Cst #055100 6051.20103	20.44 Total : 20.44
185025	9/6/2016	010040 EQUITIES, LLC., EAGLE VISTA	Ref000096542		UB Refund Cst #055223 6051.20103	51.58 Total : 51.58
185026	9/6/2016	010033 ESPEJO, JOSE RODRIGUEZ	Ref000096534		UB Refund Cst #046941 6051.20103	119.27 Total : 119.27
185027	9/6/2016	010035 GOMEZ, JUAN J.	Ref000096537		UB Refund Cst #049867 6051.20103	152.09 Total : 152.09
185028	9/6/2016	010050 GUTIERREZ, JORGE	Ref000096620		UB Refund Cst #051884 6051.20103	17.10 Total : 17.10
185029	9/6/2016	010032 HELEN GRACE CHOCOLATES	Ref000096533		UB Refund Cst #043141	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185029	9/6/2016	010032 HELEN GRACE CHOCOLATES	(Continued)		6051.20103	91.38
					Total :	91.38
185030	9/6/2016	010042 INBANET INVESTMENTS LLC	Ref000096544		UB Refund Cst #055254 6051.20103	264.09
					Total :	264.09
185031	9/6/2016	010037 INVESTMENTS LLC, MCDRAGS	Ref000096539		UB Refund Cst #053690 6051.20103	26.97
					Total :	26.97
185032	9/6/2016	010044 LLC, 11207 LYNWOOD	Ref000096546		UB Refund Cst #055434 6051.20103	101.82
					Total :	101.82
185033	9/6/2016	010043 MIDDIE, MELANIE	Ref000096545		UB Refund Cst #055305 6051.20103	95.45
					Total :	95.45
185034	9/6/2016	010046 NGO, JOANNA	Ref000096548		UB Refund Cst #055506 6051.20103	48.26
					Total :	48.26
185035	9/6/2016	010034 QUEVEDO, JOSE M.	Ref000096536		UB Refund Cst #048366 6051.20103	56.04
					Total :	56.04
185036	9/6/2016	009859 SORIA, SOCORRO	Ref000096535		UB Refund Cst #047517 6051.20103	49.58
					Total :	49.58
185037	9/6/2016	010041 SPICER TRUST, MELZERIA ALTHENA	Ref000096543		UB Refund Cst #055246 6051.20103	20.44
					Total :	20.44
185038	9/6/2016	010036 VASQUEZ, JAIME	Ref000096538		UB Refund Cst #052625 6051.20103	213.80

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
185038	9/6/2016	010036	010036 VASQUEZ, JAIME		(Continued)	Total : 213.80
19 Vouchers for bank code : apbank						Bank total : 1,970.85
19 Vouchers in this report						Total vouchers : 1,970.85



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltran, City Manager *JAB*

PREPARED BY: Amanda Hall, Finance Director *AH*
Deborah Barrios, Accounting Technician *DB*

SUBJECT: Purchases and Service Agreements Executed under the City Manager's \$15,000 Purchasing Authority for the Period of April 1, 2016 through June 30, 2016

Recommendation:

Staff recommends that the City Council receive and file this report.

Background:

The City of Lynwood's Purchasing Procedures (established by Ordinance No. 1571, Section 6-3.10) gives the City Manager (the City's Purchasing Officer) authority to sign on behalf of the City of Lynwood, all purchase orders and/or contracts for procuring supplies, equipment, routine services, and professional services which do not exceed a total of Fifteen Thousand Dollars (\$15,000.00).

Discussion & Analysis:

Per the Purchasing Procedures (Ordinance No. 1571, Section 6-3.11, a-b) the City Manager must prepare and submit a report on a semi-annual basis, to the City Council. This report shall account for all purchases of supplies, equipment, or routine services, and all contracts for professional services exceeding Five Thousand Dollars (\$5,000.00) which were made without prior City Council approval during the preceding six months. Per Council's request, this report is for the preceding three months and will continue to be reported every three months.



Attachment "A" provides a listing of purchases of supplies, equipment or routine services and contracts over \$5,000, but not exceeding \$15,000, which were executed during the period of April 1, 2016 through June 30, 2016. This report includes:

- Vendor Number
- Vendor Name
- Description
- PO Total
- Outstanding Balance
- Department
- Purchase Order or Contract

Fiscal Impact:

All purchases are within the budgeted amount for each department.

Coordinated With:

City Manager's Office
City Attorney's Office
All City Departments

Attachment:

"A" – List of purchases for supplies, equipment, services, and contracts totaling over \$5,000.

Attachment A

PURCHASE ORDERS AND CONTRACTS ABOVE \$5,000 - ISSUED APRIL 1, 2016 THROUGH JUNE 30, 2016

VENDOR NO.	DATE	VENDOR NAME	DESCRIPTION	PURCHASE ORDER TOTAL	OUTSTANDING BALANCE	DEPARTMENT	PURCHASE ORDERS AND CONTRACTS
009203	5/9/2016	ACCELA, INC.	CODE ENFORCEMENT & CITIZEN RELATIONSHIP PROGRAMS	\$ 8,400.00	\$ -	DEVELOPMENT COMPLIANCE & ENFORCEMENT SERVICES	CONTRACT
000432	4/26/2016	ALTEC INDUSTRIES, INC.	AERIAL LIFT REPAIRS	10,861.73	-	PUBLIC WORKS	PURCHASE ORDER
003061	6/8/2016	ALVAREZ ASSOCIATES	VIOLENCE PREVENTION TRAINING	5,309.76	5,309.76	HUMAN RESOURCES	CONTRACT
008217	5/31/2016	AMAZON.COM	COMPUTER NETWORK MATERIALS & SUPPLIES	8,146.50	460.63	VARIOUS	PURCHASE ORDER
003312	5/11/2016	AMERICAN RENTALS	EQUIPMENT RENTAL & SUPPLIES	7,200.00	2,427.75	PUBLIC WORKS	PURCHASE ORDER
000012	5/13/2016	AQUA METRIC SALES	HAND HELD READERS & SOFTWARE	11,689.78	11,689.78	PUBLIC WORKS	PURCHASE ORDER
008172	3/22/2016	BLACK & VEATCH CONSULTING	UPDATE SEWER & WATER RATE STUDY	6,000.00	6,000.00	PUBLIC WORKS	CONTRACT
000560	5/3/2016	CASANOVA TOWING EQUIPMENT	HEAVY DUTY EQUIPMENT REPAIRS	6,000.00	4,413.09	PUBLIC WORKS	PURCHASE ORDER
000315	6/1/2016	COST RECOVERY SYSTEMS	CLAIM PREPARATION SERVICE	8,500.00	-	FINANCE	CONTRACT
005276	5/10/2016	ORANGE COUNTY WATER WORKS	FIRE HYDRANTS	14,008.72	14,008.72	PUBLIC WORKS	PURCHASE ORDER
000285	4/4/2016	DELL COMPUTER	COMPUTERS, MICROSOFT LICENSES & SERVER	8,707.71	-	TECHNOLOGY	PURCHASE ORDER
002799	4/13/2016	ECS IMAGING	LASER FICHE LICENSING RENEWAL & SCANNER	12,000.00	1,046.00	TECHNOLOGY	PURCHASE ORDER
002442	4/25/2016	FRASCO INVESTIGATION SERVICES	PERSONNEL INVESTIGATION SERVICE	10,613.36	3,699.64	HUMAN RESOURCES	CONTRACT
000608	6/7/2016	HUB INTERNATIONAL	PRIVATE RENTALS LIABILITY INSURANCE PAID BY CLIENTS	6,027.00	3,466.93	RECREATION	PURCHASE ORDER
000676	4/19/2016	IDEAL LIGHTING	LIGHT FIXTURES & MATERIALS	5,143.71	-	PUBLIC WORKS	PURCHASE ORDER
009103	5/24/2016	JHM SUPPLY, INC.	PARK IRRIGATION SUPPLIES	5,000.00	5,000.00	PUBLIC WORKS	PURCHASE ORDER
006980	4/14/2016	KOHLER & SONS	FLASHING BEACON STOP SIGN UPGRADE	14,980.00	-	PUBLIC WORKS	PURCHASE ORDER
002683	5/9/2016	MAY TOOLS	MATERIALS & REPAIRS	7,865.73	135.98	PUBLIC WORKS	PURCHASE ORDER
004297	5/9/2016	NORTHERN SAFETY CO.	MATERIALS & SUPPLIES	5,000.00	4,034.17	PUBLIC WORKS	PURCHASE ORDER
009815	6/29/2016	PLAYMAX SURFACING	REPAIR PLAYGROUND SURFACE	14,970.00	14,970.00	PUBLIC WORKS	PURCHASE ORDER
008805	6/30/2016	PRW SERVICES	GOPHER CONTROL SERVICE	6,100.00	6,100.00	PUBLIC WORKS	PURCHASE ORDER
009888	4/25/2016	SARRIS INTERIORS	RECTANGLE SAIL SHADES	7,271.78	-	RECREATION	PURCHASE ORDER
008956	6/21/2016	SPCALA	ANIMAL SHELTER SERVICE	7,290.00	7,290.00	DEVELOPMENT COMPLIANCE & ENFORCEMENT SERVICES	CONTRACT
002912	4/14/2016	WATERLINE TECHNOLOGIES	CHEMICAL SOLUTIONS FOR WATER TREATMENT	10,300.00	626.78	PUBLIC WORKS	PURCHASE ORDER

Attachment A

ACTUAL PAYMENTS ABOVE \$5,000 - APRIL 1, 2016 THROUGH JUNE 30, 2016

VENDOR NO.	VENDOR NAME	DESCRIPTION	AMOUNT PAID	DEPARTMENT
009203	ACCELA, INC.	CODE ENFORCEMENT & CITIZEN RELATIONSHIP PROGRAMS	\$ 8,400.00	DEVELOPMENT COMPLIANCE & ENFORCEMENT SERVICES
000432	ALTEC INDUSTRIES, INC.	AERIAL LIFT REPAIRS	10,861.73	PUBLIC WORKS
008217	AMAZON.COM	COMPUTER NETWORK MATERIALS & SUPPLIES	12,944.22	VARIOUS
003312	AMERICAN RENTALS	EQUIPMENT RENTAL & SUPPLIES	9,870.35	PUBLIC WORKS
000315	COST RECOVERY SYSTEMS	CLAIM PREPARATION SERVICE	8,500.00	FINANCE
000285	DELL COMPUTER	COMPUTERS, MICROSOFT LICENSES & SERVER	8,541.66	TECHNOLOGY
008526	STEPHEN DORECK EQUIPMENT RENTALS	EMERGENCY WATERLINE REPAIRS	168,793.38	PUBLIC WORKS
002799	ECS IMAGING	LASER FICHE LICENSING RENEWAL & SCANNER	12,038.55	TECHNOLOGY
002442	FRASCO INVESTIGATION SERVICE	PERSONNEL INVESTIGATION SERVICE	6,913.72	HUMAN RESOURCES
000608	HUB INTERNATIONAL	PRIVATE RENTALS LIABILITY INSURANCE PAID BY CLIENTS	8,904.88	RECREATION
000676	IDEAL LIGHTING SUPPLY	LIGHT FIXTURES & MATERIALS	6,714.24	PUBLIC WORKS
006980	KOHLER & SONS	FLASHING BEACAN STOP SIGN UPGRADE	14,980.00	PUBLIC WORKS
002683	MAY TOOLS	MATERIALS & REPAIRS	7,729.75	PUBLIC WORKS
002835	MEYERS POWER PRODUCTS	CONTROLLER BOX	5,900.20	PUBLIC WORKS
003304	NATIONAL PLANT SERVICES	INSPECTION - LONG BEACH BLVD.	11,540.64	PUBLIC WORKS
009888	SARRIS INTERIORS	RECTANGLE SAIL SHADES	7,271.78	RECREATION
008956	SPCALA	ANIMAL SHELTER SERVICE	7,290.00	DEVELOPMENT COMPLIANCE & ENFORCEMENT SERVICES
007627	TIGER DIRECT	COMPUTERS AND MATERIAS	9,766.28	VARIOUS
000618	TOMARK SPORTS	SPORTS EQUIPMENT	5,962.73	RECREATION
009135	UNITED WATER WORKS	MATERIALS & REPAIR SERVICES	8,771.42	PUBLIC WORKS
000181	WHITTIER FERTILIZER	LANDSCAPE MATERIALS	5,271.17	PUBLIC WORKS

The above may include payments made against a purchase order or contract issued in a prior quarter.



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JNB*

PREPARED BY: Erika Ramirez, Interim Director Development, Compliance & Enforcement Services *ER*

SUBJECT: Special Event Permit for Jalisco y Amigos
3100 E. Imperial Highway (Plaza Mexico)

Recommendation:

Staff recommends that the City Council receive and file Special Event Permit for Jalisco y Amigos event.

Background:

Lynwood Municipal Code Section 4-8. outlines the administrative process to consider certain types of small scale, short term entertainment and events. In addition, criteria is provided to qualify a special permit or event for the streamlined processed. In accordance with said criteria, the Special Event Application submitted by Maximilian Flores, Chief Officer for Fundación Jalisco USA, on August 5, 2016, qualified for the administrative streamline special permit process. The applicant has proposed to conduct a six (6) day event, "Fiestas Patrias" at 3100 E. Imperial Highway in the Plaza Mexico main court yard. The application was administratively approved on August 25, 2016. The event is to take place from Thursday, September 8, 2016 to September 15, 2016. Festivities will begin each day at noon and conclude at 10:00 pm. Because of the size and duration of the event, the application is being presented to the City Council for informational purposes.

Discussion & Analysis:

"Fiestas Patrias" is an annual event that has taken place for over 10 years. The event will have a total of thirteen (13) booths, ten (10) will showcase regional artisanal goods for sale from Jalisco and the remaining three (3) booths will be occupied by Plaza Mexico tenants. There will be three (3) daily stage performances consisting of a Mariachi band, a folkloric ballet group, and a signer that has yet to be determined. The applicant is expecting an attendance of up to 1500 people daily and the event will be free to the public.



The submitted application was reviewed by the Los Angeles County Fire Department, Los Angeles County Sherriff's Department, the City of Lynwood Public Works Department, the City of Lynwood Planning/Building Divisions and the City of Lynwood Parking Enforcement Division. Each department recommended approval of the application with specific conditions. These conditions are summarized below:

Department	Conditions
LAC Fire Department	Temporary permit required, generator is to be grounded and have a fire extinguisher near the stage.
LAC Sherriff's Department	No illegal activity, no road closures, obey all laws.
Public Works	Do not block driveways/sidewalks; all activities are to be kept on site; contact Sherriff's Dept. if crowd control becomes an issue; clean up after the event.
Planning/Building Division	Stage and electrical permit are required.
Parking	All patrons should park on-site to avoid residential impacts. Abide by all standing parking and traffic regulations.

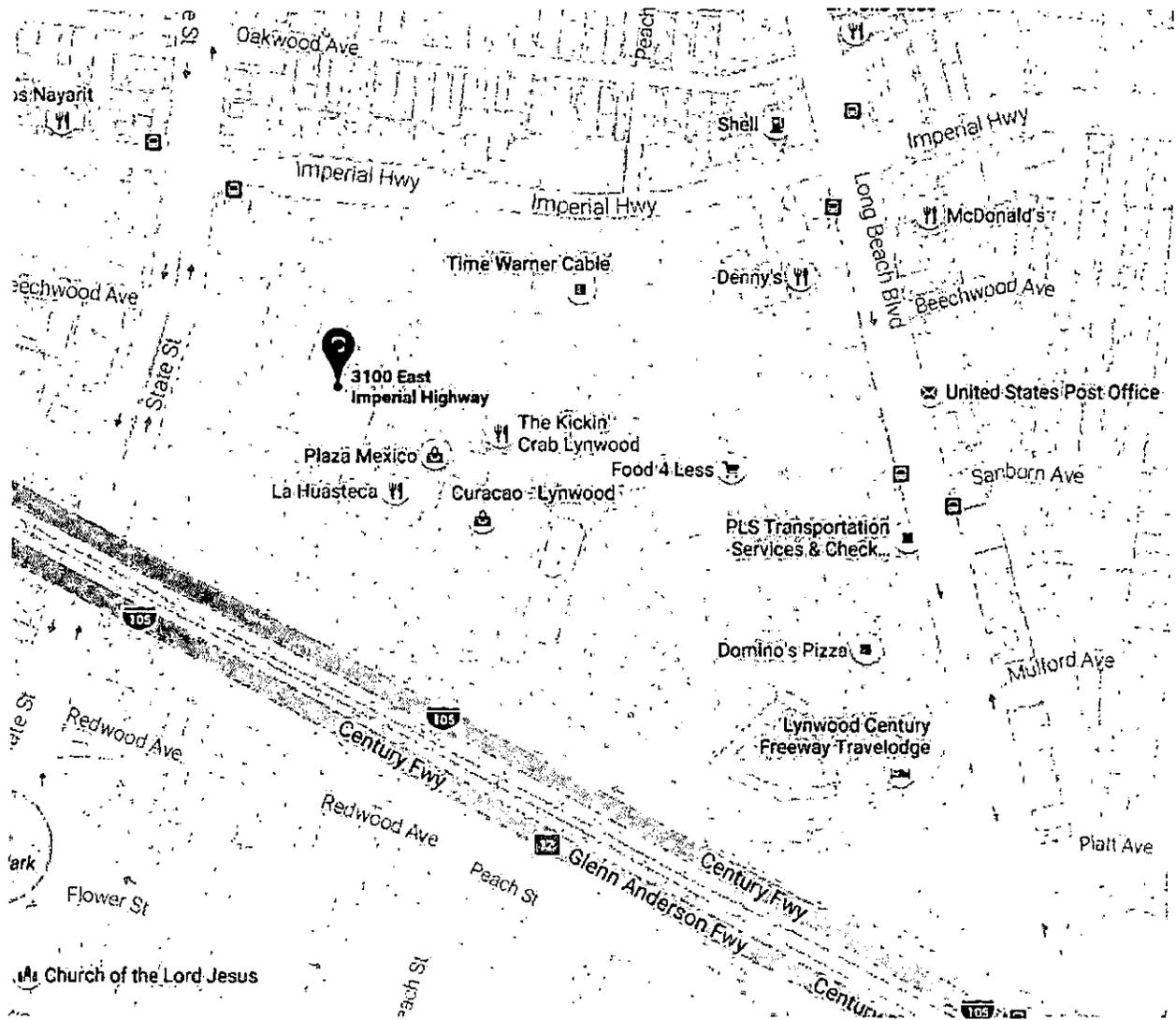
Fiscal Impact:

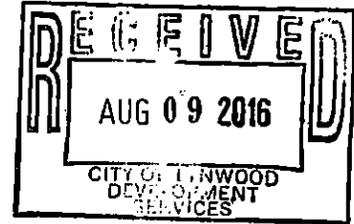
The cost of reviewing and processing this Live Entertainment Permit was paid for by the applicant.

Attachments:

- Location Map
- Application
- Plot Plan

Location Map





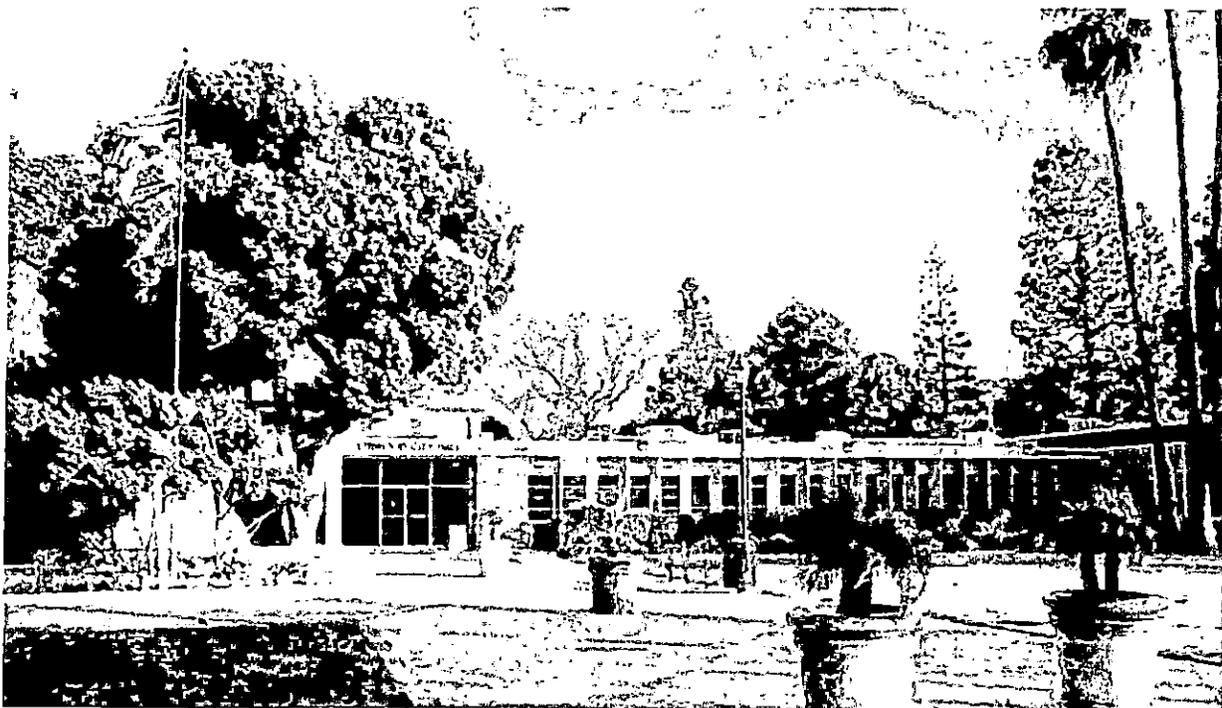
The City of Lynwood

SPECIAL EVENT PERMIT APPLICATION

Department of Development, Compliance & Enforcement Services

Before submitting application for review:

- **Application must be submitted *no less than 30 calendar days* prior to event date.**
- **Application must be deemed complete by staff before accepted for review.**
- **Generator/Stage permits must be obtained one week prior to event, given event has been approved by the City of Lynwood.**
- **Building inspections must be scheduled one week prior to the event.**



SUMMARY OF EVENT

DESCRIPTION

Event Title Jalisco y Amigos

Description (This should be promotional in nature). Jalisco y Amigos is a cultural event where artisans from the state of Jalisco, Mexico, come to exhibit their hand made crafts that range from materials of Corn Husk, Clay, Palm, leather etc and are part of the Nuestra Cultura y Belleza Jalisco USA that ensembles our culture and traditions to younger generations.

Admission Admission is FREE

- Event Category
- | | | |
|--|--|-----------------------------------|
| <input type="checkbox"/> Athletic/Recreation | <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Circus |
| <input type="checkbox"/> Exhibits/Misc. | <input type="checkbox"/> Farmer/Outdoor Market | <input type="checkbox"/> Carnival |
| <input checked="" type="checkbox"/> Festival/Celebration | <input type="checkbox"/> Museum Special Attraction | <input type="checkbox"/> Dance |
| <input type="checkbox"/> Parade/Procession/March | <input type="checkbox"/> Other: _____ | |

Anticipated Attendance Total _____ Per Day 1500

Anticipated Participants Total 15 Per Day _____

DATE/TIME

Setup	Date <u>9/8/16</u>	Time <u>8am</u>	Day of Week <u>Thursday</u>
Event Starts	Date <u>9/9/16</u>	Time <u>12pm</u>	Day of Week <u>Friday</u>
Event Ends	Date <u>9/15/16</u>	Time <u>10pm</u>	Day of Week <u>Thursday</u>
Dismantle	Date <u>9/15/16</u>	Time <u>10pm</u>	Day of Week <u>Thursday</u>

LOCATION

Location 3100 E IMPERIAL HWY LENWOOD, CA.

Description Esplanade of Plaza Mexico

CONTACTS

Host Organization FUNDACION Jalisco USA

Professional Organizer MAXIMILIANO FLORES

Public Contact (Required) Name: MAXIMILIANO FLORES
 Telephone: 714 814-2270

Non-Public Contact (Required for internal use only) Name: MAXIMILIANO FLORES
 Telephone: 714 814-2270

Media Contact (If different than Public Contact) Name: Same as above
 Telephone: () _____

Vendor Contact (If different than Public Contact) Name: Same as above
 Telephone: () _____

Web Address WWW.FUNDACIONJALISCOUS.ORG

- | | |
|-------------------------------------|--------------------------|
| yes | no |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Is this an annual event/ How many years have you been holding this event 2

Is your event part of a larger marketing campaign NO

If yes, please list _____

APPLICANT AND HOST ORGANIZATION INFORMATION

A written communication from the Chief Officer of the Host Organization authorizing the applicant and/or professional event organizer to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Host Organization FUNDACION TELISCO USA

Chief Officer of Host Organization MAXIMILIANO FLORES

Applicant Name MAXIMILIANO FLORES

Address Street 14342 Hope St.

City Garden Grove, State CA. Zip 92843

Telephone Day (714) 814-2270 Evening (714) 814-2270 Cellular (714) 814-2270

Please list any professional event organizer, event service provider, or commercial fund-raiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event.

Applicant Name N/A

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Cellular _____

ORGANIZATION STATUS/PROCEEDS/REPORTING APPLICANT

Is the Host Organization a commercial entity?
 Is the Host Organization a bona fide tax exempt, nonprofit entity? If yes, you must attach to this application a copy of your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.

Are patron admission, entry or participant fees required?
 If yes please provide amounts: _____

Are vendor or other fees required?
 If yes please provide amounts: _____

\$ _____ Estimated gross receipts including ticket, entry, vendor, product and sponsorship sales from this event.
 Please explain how this amount was computed: N/A

\$ _____ Estimated expenses for this event. \$1,000⁰⁰

\$ _____ What is the projected distribution or net dollar amount the Host Organization will receive from this event? 0

SECURITY PLAN

Yes No

Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Provided by:
Plaza Mexico Security

Security Organization _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Cellular _____

Private Patrol Operator License # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. _____

MEDICAL PLAN

Yes No

Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Cellular _____

Private Patrol Operator License # _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary. _____

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

Yes No

Will there be a Clear Path of Travel throughout your event venue? Please describe _____

Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe _____

Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe _____

Will all food, beverage and vending areas be accessible? Please describe N/A

Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe _____

If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe N/A

If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe N/A

If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe _____

PARKING AND SHUTTLE PLAN

Will your event involve the use of a parking and/or shuttle plan?
If yes, please describe or provide an attachment of your plan _____

SAFETY AND EQUIPMENT PLAN

Yes No

Will your event involve the use of traffic safety equipment?

If yes, please list: _____

Equipment Company _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Cellular _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

ENTERTAINMENT AND RELATED ACTIVITIES

Yes No

Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands 3

Performer/Band name and music type Marsachi, Ballet folk and Singer

Will sound checks be conducted prior to the event?

If yes, Start time 4:00 PM Finish time 5:00 PM

Will sound amplification be used?

If yes, Start time 5:00 PM Finish time 7:00 PM

Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe _____

Please describe the sound equipment that will be used for your event PA System

Will inflatables, hot air balloons or similar devices be used at your event?

If yes, please describe _____

Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please describe _____

Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe _____

Will there be massage activities at your event?

If yes, please describe _____

Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

If yes, please describe _____

ALCOHOL

Yes No

Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- Free/Host Alcohol
- Alcohol Sales
- Host and Sale Alcohol
- Beer
- Beer and Wine
- Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event _____

FOOD CONCESSIONS OR PREPARATION

Yes No

Does your event include food concession and/or preparation areas?

If yes, please describe how food will be served and/or prepared _____

Do you intend to cook food in the event area?

If yes, please specify method:

- Gas
- Electric
- Charcoal
- Other (specify) _____

CONCESSIONAIRES

Yes No

Will items or services be sold at your event?

If yes, please describe or attach a complete list of vendors and include a sample of the vendor pass that will be used. _____

Will items or services be sold at your event present unique liability issues (e.g. body piercing, massage, animal rides, etc.)?

If yes, please describe or attach a complete list of vendors. _____

PORTABLE RESTROOMS

You are required to provide portable restroom facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and nonaccessible facilities in the immediate area of the event site which will be available to the public during your event.

Yes No

Do you plan to provide portable restroom facilities at your event?

If yes: Total number of portable toilets _____

Number of ADA accessible portable toilets _____

If no: Please explain: _____

Restroom Company Onsite Public Restrooms

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Cellular _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

SANITATION AND RECYCLING

Number of Trash Cans _____

Number of Trash Cans with Lids _____

Number of Dumpsters with Lids _____
(One for every increment of 400 people)

Number of Recycling Containers _____

Sanitation Company B & B Services

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Cellular _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event. _____

MITIGATION OF IMPACT

Yes No

Have you presented your event concept to the officially recognized community groups that represent the venue area?
If yes, please attach letters of endorsement or support from each of these groups.

If no, please explain _____

Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain _____

Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain _____

Yes No

Will this event be marketed, promoted, or advertised in any manner?

If yes, please describe _____

Will there be live media coverage during the event?

If yes, please describe _____

Will media vehicles be parked within the event venue?

If yes, please describe safety plan _____

Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

If yes, please describe _____

INSURANCE REQUIREMENTS

Name of Insurance Agency Philadelphia

Address Street P.O. Box 3309

City Torrance State CA Zip 90510

Telephone Day (310) 618-6983 Evening (800) 491-7655 Fax _____ Cellular _____

Contact Name Valerie Hiltzenderger

Policy Type Commercial

Policy Amount 2,000,000.⁰⁰

Policy Number ~~PHPR~~ PHPR 1493134

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Lynwood Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Lynwood.

Print Name of Applicant/Host Organization MAXIMILIANO FLORES

Title President

Signature Max Flores

Date 8/5/2016

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

NOTE: Prior to submitting a Special Event Permit Application, the applicant must obtain approval signatures from both Fire and Sherriff's Department.

FIRE DEPARTMENT

[] APPROVED WITH CONDITIONS:

Tent Permit
Generator must be grounded and have an fire extinguisher.
Fire Extinguisher on stage

[] APPROVED WITH NO CONDITIONS

David R. [Signature] 8/10/2016
SIGNATURE DATE

SHERIFF'S DEPARTMENT

[] APPROVED WITH CONDITIONS:

NO ILLEGAL ACTIVITY, NO ROAD CLOSURES,
OBEY ALL LAWS.

[] APPROVED WITH NO CONDITIONS

[Signature] 8/10/16
SIGNATURE DATE

POLICE DEPARTMENT

[X] APPROVED WITH CONDITIONS:

1. DO NOT BLOCK DRIVEWAY / SIDEWALK
2. ALL ACTIVITIES TO BE KEPT ON SITE.
3. CONTACT SHERIFF'S DEPT. IF TRAFFIC CONTROL BEFORE NECESSARY
4. CLEAN-UP AFTER EVENT.

[] APPROVED WITH NO CONDITIONS

[Signature] [Date]
SIGNATURE DATE

DEPARTMENT OF DEVELOPMENT COMPLIANCE SERVICES

DEPARTMENT OF DEVELOPMENT COMPLIANCE SERVICES

[X] APPROVED WITH CONDITIONS:

STRIP & ELEC PERM PERMIT req: (if applicable)

[] APPROVED WITH NO CONDITIONS

FIGUEROA 8/15/16
SIGNATURE DATE

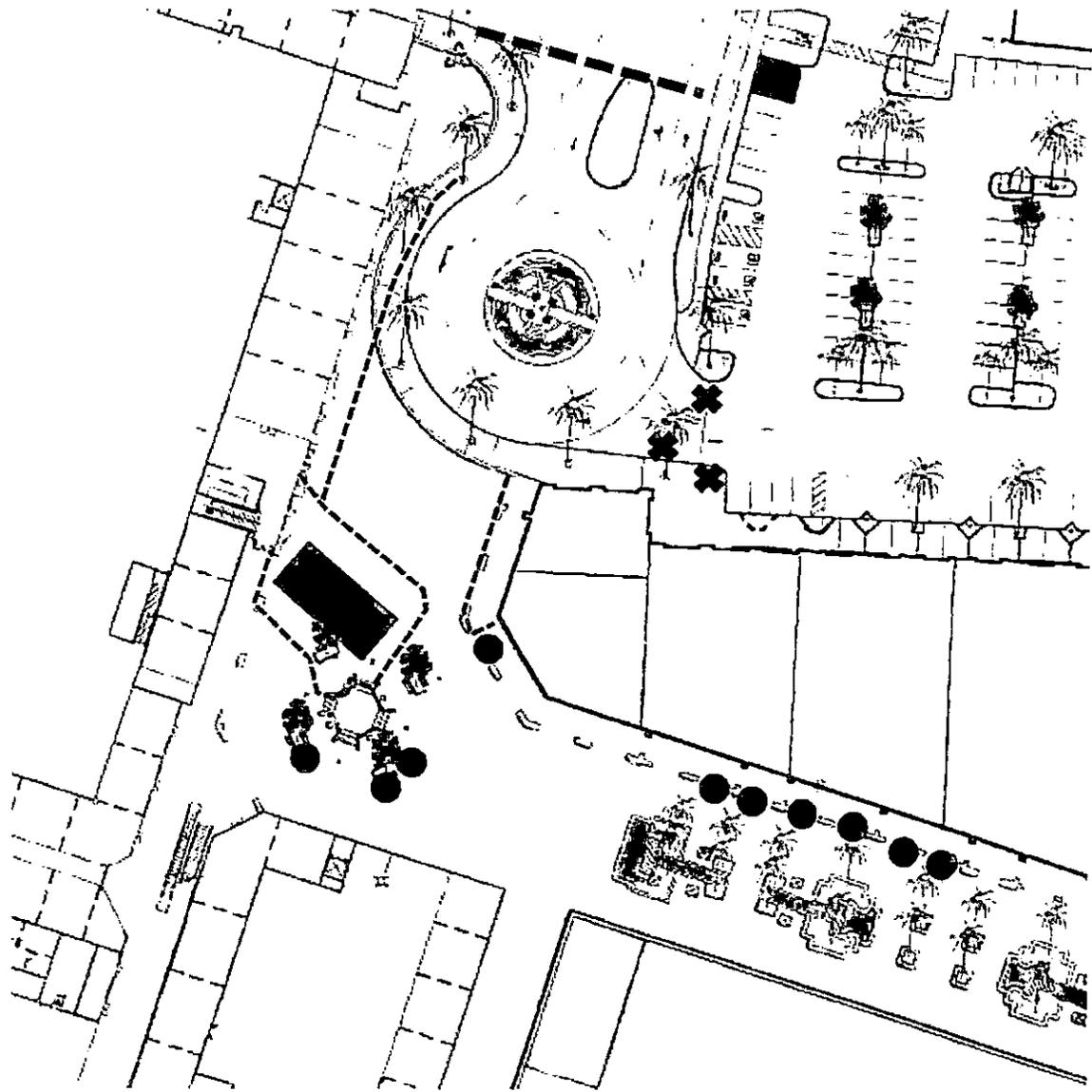
PARKING ENFORCEMENT

[X] APPROVED WITH CONDITIONS:

ENSURE THAT ALL PATRONS PARK-ON-SITE TO AVOID RESIDENTIAL IMPACTS. ALL STANDING PARKING & TRAFFIC REGULATIONS.

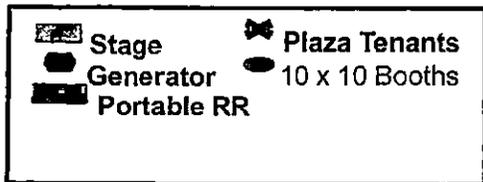
[] APPROVED WITH NO CONDITIONS

[Signature] 8-18-06
SIGNATURE DATE



Jalisco y Amigos

9/9/2016 - 9/15/16





AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JNB*

PREPARED BY: Erika Ramirez, Interim Director of Development, Compliance and Enforcement Services *ER*
Mike Poland, Planning Manager

SUBJECT: Special Permit for Live Entertainment
10700 Alameda Street
Alameda Banquet Hall

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE LYNWOOD CITY COUNCIL CONDITIONALLY APPROVING LIVE ENTERTAINMENT TO INCLUDE A DJ AND ACCOUSTICAL MUSIC AT THE ALAMEDA BANQUET HALL LOCATED AT 10700 ALAMEDA STREET IN THE C-3 (HEAVY COMMERCIAL) ZONING DISTRICT, CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA ". (Attachment A).

Background:

Ms. Ofelia Franco has submitted a request (Attachment B) to conduct live entertainment at 10700 Alameda Street consisting of a DJ and live acoustical in a previously approved banquet hall room from 9:00 a.m.to 2:00 a.m. seven days a week.

The subject property is located on the south-east corner of Alameda Avenue and Martin Luther King, Jr. Boulevard. The property is approximately 3.03 acres in size (Attachment C).

The Live Entertainment Permit Application request is in accordance with Condition of Approval No. 15 of Planning Commission Resolution No. 3328, approved on February 11, 2014 Attachment D). Planning Commission Resolution No. 3328 approved a modification to previously approved Conditional Use Permit No. 2012-04 thereby modifying the hours of operation of the facility as follows:



Condition of Approval No. 12/Planning Commission Resolution No. 3328

12. There shall be no 24 hour operation of the restaurant or banquet facility. The hours of operation for the restaurant and banquet facility shall be 6:00 a.m. to 2:00 a.m., every day of the week.

Discussion & Analysis:

The banquet facility and the restaurant have a Type 47 license from the State Department of Alcoholic Beverage Control. A Type 47 license permits authorizes the sale of beer, wine and distilled spirits for consumption on the licensed premises. It also authorizes the sale of beer and wine for consumption off the licensed premises. The licensed premises must be operated and maintained as a bona fide eating place and have suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.

A Conditional Use Permit runs with the land provided compliance with all conditions are maintained. Lynwood Municipal Code (LMC) Section 4-8 sets forth process and procedure for a special permit to be approved by the City Council. LMC Section 4-19.2 requires establishments that provide live entertainment also receive approval of a special permit from the City Council.

LMC Section 4 -8.7 states "no permit issued pursuant to this section or other provision of this Code or other ordinance of the City shall be transferable." Unlike a conditional use permit that runs with the land and may be transferred from person to person, special permits are person specific and not transferable.

Staff has concerns with the level of noise as well as the frequency and the duration of the events if live entertainment is permitted from 6:00 a.m. to 2:00 a.m., every day of the week. Therefore, Staff is recommending approval of the live entertainment permit, however, that live entertainment be restricted to the banquet and that the hours which live entertainment is permitted in the banquet room facility shall be restricted to Fridays from 5:00 p.m. to 12:00 a.m., Saturdays from 9:00 a.m. to 12:00 a.m., and Sundays and holidays from 9:00 a.m. to 10:00 p.m.

The purpose of a special permit is to protect the peace, health, safety and general welfare of persons living and working in the vicinity. Establishments offering live entertainment may be intensive land uses that may have impacts on adjacent properties to include parking, traffic circulation, noise, light, glare, and public services. Conditions of approval set forth in the attached resolution would mitigate potential impacts to a level of insignificance.

Fiscal Impact:

The cost of reviewing and processing this Live Entertainment Permit was paid for by the applicant.

Coordinated With:

None

Attachments:

- A. City Council Resolution Conditionally Approving the Live Entertainment Permit Application.
- B. Submitted Live Entertainment Application
- C. Aerial photograph of site
- D. Planning Commission Resolution No. 3328

RESOLUTION NO. _____

A RESOLUTION OF THE LYNWOOD CITY COUNCIL CONDITIONALLY APPROVING LIVE ENTERTAINMENT TO INCLUDE A DJ AND ACCOUSTICAL MUSIC AT THE ALAMEDA BANQUET HALL LOCATED AT 10700 ALAMEDA STREET IN THE C-3 (HEAVY COMMERCIAL) ZONING DISTRICT, CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

WHEREAS, the Lynwood City Council promotes protecting the health, safety and general welfare of citizens working and residing in the City of Lynwood; and

WHEREAS, live entertainment requires approval of Live Entertainment Permit Application by the Lynwood City Council pursuant to Lynwood Municipal Code Sections 4-8 and 4-19; and

WHEREAS, the Lynwood City Council finds and determines the necessity to set forth relevant and applicable conditions, standards and requirements, and

WHEREAS, the Lynwood City Council reviewed this application and considered all oral and written testimony offered at a regular meeting of the Lynwood City Council held on September 6, 2016.

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

Section 1. The Lynwood City Council hereby conditionally approve a Live Entertainment Permit to conduct live entertainment to include a DJ and acoustical music at for 10700 Alameda Street provided the following standards and conditions are complied with an maintained at all times:

1. The applicant shall obtain and keep current business licenses for the restaurant and live entertainment. Fees shall be paid annually pursuant to a Resolution of the City Council that may be amended from time to time.
2. All entertainment shall be conducted inside the building's banquet facility area. No outside entertainment or sound equipment shall be permitted.

3. The days and hours of live entertainment shall be restricted to Fridays from 5:00 p.m. to 12:00 a.m., Saturdays from 9:00 a.m. to 12:00 a.m., and Sundays and holidays from 9:00 a.m. to 10:00 p.m.
4. The business and property shall be maintained in a neat, clean and orderly manner at all times. No outside storage of supplies or materials is permitted at any time.
5. Live Entertainment shall comply with the City's Noise Ordinance referenced in Lynwood Municipal Code Section 3-12 to protect the public peace, safety and welfare.
6. The applicant shall make reasonable efforts to prevent the admittance of any person whose conduct is described in Penal Code Section 415 (fighting, loud noise, offensive words in public places) or 647 (disorderly conduct), or who exhibits disorderly conduct at the premises or on any parking lot or similar facility used by the establishment. The applicant shall make reasonable efforts to remove any persons exhibiting such conduct from the establishment and the vicinity.
7. The applicant shall make reasonable efforts to prevent the admittance of any intoxicated person. For these purposes, a person is "intoxicated" when he or she exhibits readily apparent outward manifestations of drug or alcohol intoxication, including, but not limited to, inability to walk or stand in a normal manner, bloodshot or glassy eyes, flushed face, incoherent or slurred speech, alcoholic breath, belligerence or other loud or boisterous conduct, extreme agitation or nervousness or mental confusion, where such manifestations lack other apparent cause.
8. The applicant shall make reasonable efforts to control the conduct of patrons so as to prevent or minimize disorderly or unlawful conduct within the establishment and within fifty feet of the property lines of the establishment.
9. The applicant shall use reasonable efforts to cause the orderly dispersal of individuals from the vicinity of the establishment at closing time, and shall not allow them to congregate within twenty feet of the property lines of the establishment in a disorderly fashion.
10. The Los County Sheriff's Department may suspend an live entertainment permit and require a permittee or responsible person to suspend operations and disperse all persons for the remainder of its daily operation whenever conduct by disorderly patrons reaches a magnitude that presents an immediate and ongoing threat to the public safety or well-

being of the patrons and/or the general public in the vicinity. Circumstances constituting an immediate threat to the public safety include, but are not limited to, the following:

- a) There is an immediate ongoing and likely to continue threat of bodily harm or injury to a person or persons.
- b) There is a clear and present danger of riot, disorder or unlawful interference with traffic upon the public streets.
- c) When the occupancy rules are being violated.

11. The applicant shall sign a Statement of Acceptance acknowledging that they have read, understand and will comply with all conditions of approval set forth in this Resolution at all times. The signed Statement of Acceptance shall be submitted to the City within ten (10) business days of the approval of this Resolution by the Lynwood City Council.

Section 2. This Resolution shall become effective upon its adoption.

Section 3. A signed copy of this Resolution shall be forwarded to the applicant.

Section 4. The applicant and tenants shall comply with all of the conditions of approval set forth in this Resolution at all times. Failure to comply with such conditions may result in the approval being revoked or modified at the discretion of the City Council.

Edwin Hernandez, Mayor

ATTEST:

Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

J. Arnoldo Beltrán, City Manager

STATE OF CALIFORNIA)
)
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 6th day of September 2016, and passed by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maria Quiñonez, City Clerk

STATE OF CALIFORNIA)
)
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-__ is on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this 6th day of September 2016.

Maria Quiñonez, City Clerk



CITY OF LYNWOOD
 PLANNING DIVISION
 11330 Bullis Road
 Lynwood, CA 90262
 (310)603-0220

OFFICE USE ONLY
Permit Number

LIVE ENTERTAINMENT PERMIT APPLICATION

\$450.00 annual application fee due upon submission

ENTERTAINMENT ENTERPRISE INFORMATION

Name: Alameda Banquet Hall
 Address: 10700 Alameda St Suite: _____
 City: Lynwood State: CA Zip: 90262 Phone: 562 381-5272
 Assessor's Parcel Number: 6170-002-045

* Attach a Site Plan describing the building and/or unit proposed for the entertainment establishment and a fully dimensioned interior Floor Plan.

Describe all proposed entertainment activities. Attach additional sheets if necessary.
Sit down family Restaurant and Banquet facility of all ages with Live entertainment and Dancing

Indicate anticipated occupancy _____
 What are the hours live entertainment is conducted? 9am - 2am
 Does entertainment include dancing? No _____ Yes
 Is there a cover charge or door entry fee? No Yes _____

OWNER(S) OR PRINCIPALS

Attach information about the owners or principals. If the enterprise is a corporation or LLC, list all officers. If this is a partnership, list all general partners and if it is a sole proprietorship, list the owner information. If required, attach information about additional owners on a separate sheet.

Name Ofelia Franco Alias (es) _____ DL# D2545922
 Address: 1321 Old ranch Rd Suite: _____
 City: Corona State: CA Zip: 92882 Phone: 562 381-5272

Name _____ Alias (es) _____ DL# _____
 Address: _____ Suite: _____
 City: _____ State: _____ Zip: _____ Phone: _____

Have any of the owners previously operated any similar business under a permit or license? No _____ Yes
 If Yes, has any owner ever had the license or permit revoked or suspended? No Yes _____
 If Yes, explain _____

Provide the name under which the owner operated that was subject to the action. _____
 Is the Premises rented, leased, or being purchased under contract? No _____ Yes _____
 If Yes, attach a copy of the lease or contract.

DECLARATION

I HEREBY CERTIFY THAT I INTEND TO AND THAT I WILL COMPLY WITH ALL THE OPERATIONAL REQUIREMENTS OF THE LYNWOOD MUNICIPAL CODE AND ANY CONDITIONS PLACED UPON THIS APPLICATION.

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE PERSONAL KNOWLEDGE OF THE INFORMATION CONTAINED IN THIS APPLICATION AND THAT IT IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I HAVE READ AND UNDERSTAND THE APPLICABLE PROVISIONS OF THE LYNWOOD MUNICIPAL CODE.

Ofelia Franco

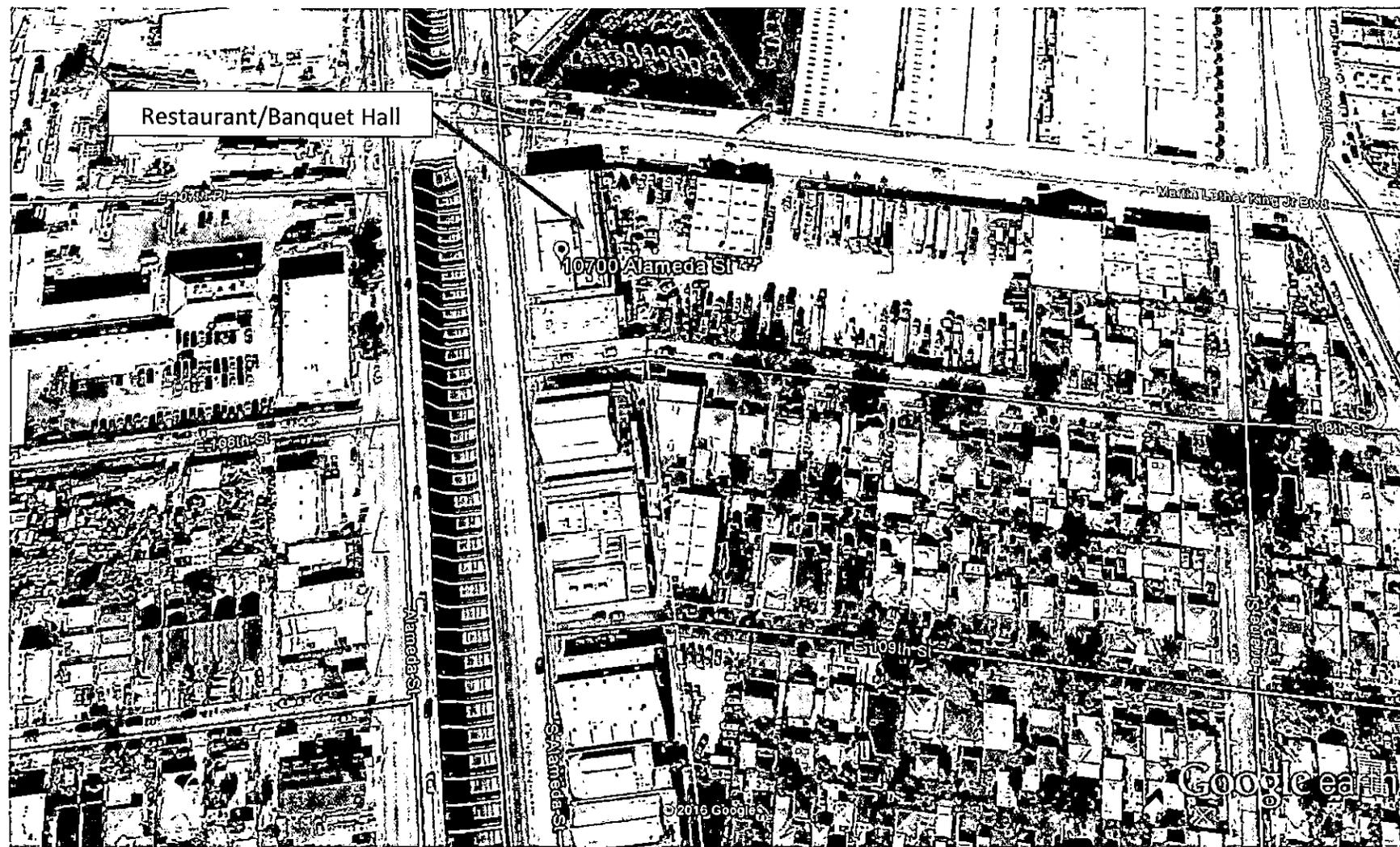
Name (Printed)



Signature

7-28-2016

Date



RESOLUTION No. 3328

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LYNWOOD APPROVING CONDITIONAL USE PERMIT NO. 2012-04 MODIFICATION TO MODIFY EXISTING CONDITIONAL USE PERMIT NO. 2012-04 TO EXPAND TIME RESTRICTIONS THAT LIMIT SALE HOURS OF OPERATIONS, MODIFY RESTRICTIONS ON THE OPERATION OF THE FACILITY, MODIFY THE CONFIGURATION OF THE PARKING LOT AND BANQUET HALL LAYOUT IN CONJUNCTION WITH THE OPERATION OF AN EXISTING TYPE 47 ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE FOR THE ON-SITE SALE OF ALCOHOL AT A GENERAL BONA FIDE PUBLIC EATING PLACE; THE PROPERTY IS LOCATED AT 10700 ALAMEDA AVENUE, FURTHER DESCRIBED AS ASSESSOR PARCEL NUMBER 6170-002-045 IN THE C-3 (HEAVY COMMERCIAL) ZONE.

WHEREAS, the Lynwood Planning Commission, pursuant to law, on December 11, 2012, conducted a public hearing and collected all comments, recommendations and suggestions and continued the item until; and

WHEREAS, the Lynwood Planning Commission, pursuant to law, on January 2, 2013, approved Resolution No. 3298 to establish a restaurant and banquet facility with a type 47 (on sale general for bona fide public eating place) alcohol beverage control license at 10700 Alameda Avenue (Property); and

WHEREAS, the Lynwood Planning Commission, pursuant to law, on February 11, 2014, conducted a public hearing and collected all comments, recommendations and suggestions; and

WHEREAS, the applicant is proposing to expand time restrictions that limit sale hours of operations, modify restrictions on the operation of the facility, modify the configuration of the parking lot and banquet hall layout in conjunction with the operation of an existing type 47 alcoholic beverage control (ABC) license for the on-site sale at a general bona fide public eating place; the property is located at 10700 Alameda Avenue; and

WHEREAS, the establishment and licensing of a sit-down restaurant and banquet facility with a Type 47 ABC requires a Conditional Use Permit in the Heavy Commercial (C-3) Zone; and

WHEREAS, the applicant seeks to provide the City's residents, businesses and civic groups with additional dining and public assembly options as well as to eliminate blight in the community; and

WHEREAS, the Development Services Department conducted an Initial Study and has determined that the project may have potentially significant impacts pertaining to Land Use and Planning, Transportation and Circulation, Public Services, Water, Hazards, Noise and Mandatory Findings of Significance; and

WHEREAS, mitigation measures and conditions of approval have been incorporated into the project that would reduce potential impacts to a level of insignificance and therefore a Mitigated Negative Declaration was prepared.

ATTACHMENT D

Section 1. The Planning Commission hereby finds and determines as follows:

- A. **That the proposed Conditional Use is consistent with the General Plan;**
The proposed restaurant and banquet facility are uses that are consistent with the City's General Plan. Goal LU-2 of the General Plan encourages land use planning that accommodates the City's needs for goods and services. A restaurant and banquet facility with an ancillary alcohol license provides a dining option to the City's business and manufacturing communities along the Alameda Corridor, which currently lacks viable restaurant establishments. Additionally, the proposed project provides a dining option to all City residents, particularly in the vicinity of the project site, as the restaurant and banquet facility will be family-oriented and open to all age groups.
- B. **That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;**
The proposed CUP Modification will not have an adverse affect on surrounding properties as a detailed list of Conditions of Approval have been prepared in conjunction with City Departments including Public Works, Development Services and the Fire Department. Proposed conditions of approval include requirements for the implementation of a security and on-site traffic plan, providing additional on-site lighting, and the installation and placement of anti-loitering signage throughout the subject property. Additionally, the subject property currently has a (10') masonry wall around the perimeter of the site in order to minimize impacts to adjacent uses.
- C. **That the site for the proposed conditional use is of adequate size and shape to accommodate the use and buildings proposed;**
The subject property is approximately 3.03 acres in size, which is adequately sized to allow the operation of a restaurant and banquets facilities with an ancillary ABC license. The applicant is proposing to renovate and remodel the vacant and abandoned 35,357 sq. ft. 2 story building as well as provide overall site improvements including increased lighting and landscaping.
- D. **That the proposed conditional use complies with all applicable development standards of the zoning district;**
Zone Change from M (Manufacturing) to C-3 (Heavy Commercial) zone was approved by the Planning Commission on January 2, 2013, the subject property's zoning designation and development standards are consistent with the proposed conditional use.
- E. **That the proposed conditional use observes the spirit and intent of this Zoning Code.**
The Heavy Commercial zone provides for a variety of food related uses including sit-down restaurants, as well as places of public assembly. The LMC permits restaurants within the Heavy Commercial zone with alcohol sales subject to the issuance of a Conditional Use Permit.

Section 2. The Planning Commission of the City of Lynwood hereby recommends approval of Conditional Use Permit No. 2012-04 Modification, subject to all conditions, restrictions and limitations set forth as follows:

CONDITIONS OF APPROVAL

DEVELOPMENT SERVICES DEPARTMENT

1. The project shall comply with all regulations of the Lynwood Municipal Code, the California Building Code, the Los Angeles County Fire Code, other City Departments and applicable State and Federal regulations.
2. Any subsequent modification of the subject site or structures thereon shall be first reported to the Development Services Department, Planning Division, for review.
3. The applicant shall sign a Statement of Acceptance stating that they have read, understand, and agree to all conditions of this approval prior to issuance of any building permits.
4. **The Conditional Use Permit approval shall lapse and become void one (1) year from the date (February 11, 2015) of this document unless all conditions of said permit are met and a building permit is issued or substantial progress has been made toward establishing this use.**
5. **All appeals must be brought within ten (10) working days of the date of the final action by the Planning Commission. An appeal will be scheduled for public hearing before the Lynwood City Council. Persons filing the appeal must submit application and pay a fee of \$1,154.62**
6. **The Applicant shall agree to defend at his sole expense any action brought against the City, its agents, officers, or employees, because of the issuance of this approval. The Applicant shall reimburse and indemnify the City, its agents, officers or employees for any award, court costs, and attorney's fees which the City, its agents, officers, or employees may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve Applicant of his obligations under this condition.**

PLANNING DIVISION

7. The applicant shall comply with all established mitigation measures identified in the project's Mitigated Negative Declaration, including security and traffic plans. Any modifications or alterations to established mitigation measures must be presented to the Planning Division for review and consideration.
8. The existing Truck Storage as approved by Ordinance No. 1607 shall be terminated before a Certificate of Occupancy is issued for the proposed restaurant and banquet facility.
9. All banquet events and activities shall be limited to a total area of 14,176 square feet (Banquet Hall No. 1 is 5,976 square feet and Banquet Hall No. 2 is 8,200 square feet) and the restaurant area of 2,312 square feet is comprised of the restaurant area which is 1,031 square feet, and kitchen area is 1,281 square feet as identified on the approved plans.
10. The parking lot layout will consist of 171 regular parking stalls, 6 handicapped parking stalls and 146 stalls that are designated for a vehicle admission management system, to be implemented free of charge, for a total of 323 parking stalls. The proposed use as modified provides 323 parking stalls, which are exceeded by 6 through the approval of a Minor Variance.

11. The sales, service, and consumption of alcoholic beverages in the restaurant and banquet facilities shall be permitted only between the hours of 9:00 a.m. and 2:00 a.m., seven days a week.
12. There shall be no 24 hour operation of the restaurant or banquet facility. The hours of operation for the restaurant and banquet shall be 6:00 a.m. to 2:00 a.m., everyday of the week.
13. **The applicant shall comply with all conditions of approvals set forth Resolutions No. 3300, 3301, 3298, 2013.010 & 2013.011.**
14. The applicant shall install decorative security gates across driveways. Such gates shall be closed and secured during non-business hours. The applicant shall submit plans and obtain a fence permit prior to installation.
15. A special permit from the City Council of the City of Lynwood is required for all live entertainment and dancing. Dancing shall be limited to the banquet facility and the restaurant only when the restaurant is leased in conjunction with the banquet facility. There shall be no dancing as an ancillary use with the proposed restaurant.
16. There shall be no outdoor music, outdoor events or outdoor dancing.
17. The project approval is limited to a sit-down family oriented restaurant and banquet facility that is open to all ages. The operation of a night-club or an exclusive dance hall is prohibited. The subleasing of the restaurant and banquet facility to promoters in order to operate a night-club is strictly prohibited.
18. Events in the banquet facility shall be limited to private engagements including weddings, anniversaries, business meetings and conventions. There shall be no "door fee", "cover-charge" or related entrance fee into the banquet facility.
19. The restaurant must be maintained as a bona fide eating establishment. An eating establishment as defined by the Alcoholic Beverage Control Board must include the following items:
 - A. One conventional range/ oven
 - B. An automatic dishwasher
 - C. A double sink
 - D. A 25 cubic foot refrigerator
 - E. A four-foot by six-foot food preparation area
20. The sale of alcoholic beverages for consumption off the premises is strictly prohibited.
21. Any music or noise shall conform to the City of Lynwood's Noise Ordinance.
22. The applicant shall post signs within and around the subject property stating that "loitering is strictly prohibited" and shall enforce such policy.
23. There shall be no exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages.
24. It shall be the applicant(s) responsibility to ensure that no alcoholic beverages are consumed on any property adjacent to the licensed premises under the control of the applicant(s).

LOS ANGELES COUNTY FIRE DEPARTMENT

38. The Applicant shall comply with all code requirements and conditions set forth by the Los Angeles County Fire Department, Fire Prevention Division, 5823 Rickenbacker Road, Commerce, CA 90040, (323) 890-4243. **Final approvals from the Los Angeles County Fire Department must be obtained prior to issuance of any building permits.**

Section 3. A copy of Resolution No. 3328 and its conditions shall be delivered to the Applicant.

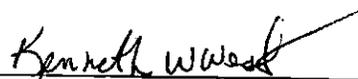
APPROVED AND ADOPTED this 11th day **February 2014**, by members of the Planning Commission, voting as follows:

AYES: Aceves, Landeros, Younger & West

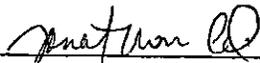
NOES: Battle

ABSENT:

ABSTAIN:



Kenneth West, Chair
Lynwood Planning Commission



Jonathan Collin, Director
Development Services Department



David A. Garcia, Agency Attorney
Planning Commission Counsel



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltran, City Manager *JNB* *RS*

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Amendment of Contract with Hushmand Associates, Inc. for Geotechnical and soils engineering services for the intersection of State Street and Cedar Avenue Street Improvement Project
Project No. 4011.68.031

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING THE EXISTING AGREEMENT BETWEEN THE CITY AND HUSHMAND ASSOCIATES, INC. IN THE AMOUNT OF NOT EXCEED \$7,915.00 FOR COMPLETION OF THE GEOTECHNICAL AND SOILS ENGINEERING SERVICES FOR THE REPAIR OF THE INTERSECTION OF STATE STREET AND CEDAR AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.031 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

Background:

On May 26, 2016, the City advertised for the construction of State Street and Cedar Avenue intersection repairs through an informal bidding procedure, and All American Asphalt was the apparent lowest responsible bidder in the amount of \$124,860 with an alternate bid item in the amount of \$75,000.00

According to the geotechnical and soils engineering study that was prepared by Hushmand Associates, Inc., the subsiding area was caused by a ruptured or broken storm drain pipe which has washed away all the compacted dirt and all the fine dirt particles. In addition, the report indicated a presence of a peat moss layer and clay layer which are very compressible and may need to be chemically grouted to stabilize the area.



Discussion & Analysis:

On July 11, 2016, All American Asphalt completed the construction and the repair of the subsidence area at State Street and Cedar Avenue intersection.

In the midst of trench excavation and construction of the site, the City requested the presence of the professional geologist to determine the required depth, injection rate, location and amount of the Polyurethane material needed to stabilize the soil.

Since the total cost of the geologist was difficult to predict before the injection operation, the City requested from Hushmand Associates to perform the work on a Time-and-Material basis. A final and total cost was established by the professional geologist at the end of the project to be \$7,915.00.

Fiscal Impact:

The additional work request in the amount of \$7,915 will be funded by Prop. C funds, and there are adequate funds in the Prop. C fund balance to support this request.

Coordinated With:

City Attorney's Office
City Manager's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING THE EXISTING AGREEMENT BETWEEN THE CITY AND HUSHMAND ASSOCIATES, INC. IN THE AMOUNT OF NOT EXCEED \$7,915.00 FOR COMPLETION OF THE GEOTECHNICAL AND SOILS ENGINEERING SERVICES FOR THE REPAIR OF THE INTERSECTION OF STATE STREET AND CEDAR AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.031 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on May 26, 2016, the City advertised for the construction of the repairs to the intersection of State Street and Cedar Avenue through an informal bidding procedure, and All American Asphalt was the apparent lowest responsible bidder in the amount of \$124,860 with an alternate bid item in the amount of \$75,000.00 ; and

WHEREAS, on July 11, 2016, All American Asphalt completed the construction and the repair of the subsidence area at the intersection of State Street and Cedar Avenue; and

WHEREAS, the contract work by Hushmand Associates, Inc. had been completed, however, additional geotechnical investigation and services were needed during construction; and

WHEREAS, the final cost was established to the professional geologist at the end of the construction was \$7,915.00; and

WHEREAS, the additional request in the amount of \$7,915 will be funded by Prop. C Funds.

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 approves an amendment to the existing contract between the City of Lynwood and Hushmand Associates Inc. in the amount of not to exceed \$7,915.00 for the State Street and Cedar Avenue intersection, Project No. 4011.68.031.

Section 2. That the Mayor is authorized to execute the agreement between the City and Hushmand Associates Inc. in a form approved by the City Attorney.

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

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

PASSED, APPROVED and ADOPTED this 6th day of September 2016.

Edwin E. Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltran
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

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 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 _____, _____.

City Clerk, City of Lynwood

**CONTRACT AMENDMENT
FOR GEOTECHNICAL ENGINEERING SERVICES
WITH
HUSHMAND ASSOCIATES, INC.**

WHEREAS, on May 26, 2016, the City advertised for the construction of State Street and Cedar Avenue intersection repairs through an informal bidding procedure, and All American Asphalt was the apparent lowest responsible bidder in the amount of \$124,860 with an alternate bid item in the amount of \$75,000.00; and

WHEREAS, the contract work with Hushmand Associates, Inc. was completed, however, additional geotechnical investigation and services were needed during construction; and

WHEREAS, the final cost was established to the professional geologist at the end of the project to be \$7,915.00.

NOW, THEREFORE in consideration of mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. That the City Council hereby approves an amendment to the existing contract between the City of Lynwood and Hushmand Associates Inc. in the amount of not to exceed \$7,915.00 for the State Street and Cedar Avenue intersection, Project No. 4011.68.031.

2. All other terms and conditions of said Agreement dated April 21, 2015 shall remain unchanged.

Signature Page follows:

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment to the Services Agreement this _____ day of _____, 2016.

DATED: _____ BY: _____
Edwin E. Hernandez; Mayor

DATED: _____ BY: _____
María Quiñónez; City Clerk

DATED: _____ BY: _____
David A. Garcia; City Attorney

DATED: _____ BY: _____
Hushmand Associates, Inc.



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltran, City Manager *JNB*

PREPARED BY: Erika Ramirez, Interim Director of Development, Compliance and Enforcement Services *ER*
Bruno Naulls, Project Manager *BN*

Subject: Proposed Environmental Consulting and Remediation Services by Tetra Tech for the 11600 Long Beach Blvd Site Area

Recommendation:

Staff respectfully requests that the City adopt the following resolution entitled: " A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL AUTHORIZING AN AGREEMENT WITH TETRA TECH FOR ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD FOR A NOT TO EXCEED AMOUNT OF \$254,000 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID AGREEMENT."

Background:

The City of Lynwood is the recipient of a settlement from the owner of 11600 Long Beach Boulevard ("Site"), where underground gasoline storage tanks associated with the former gas station leaked into the groundwater and soil in the area. The gas station closed in 2010, environmental studies were prepared, the tanks were removed three years later, and groundwater monitoring wells were installed throughout the Site. Environmental studies also noted releases of dry cleaner solvents from the release of PCE into the soil sometime between 1963 and the 1980s as well as an additional gasoline-impacted groundwater resulting from leaks at the underground storage tanks at the adjoining 11716 Long Beach Boulevard (U-Haul facility).

The next step in this process is to undertake additional sampling and testing and prepare a draft redial action plan for consideration by the California Regional Water Quality Control Board, Los Angeles Region, the lead regulatory agency overseeing cleanup. Staff is recommending that the City appropriate a portion of the settlement funds and approve a contract with Tetra Tech, Inc. (an

AGENDA
ITEM

15

Fiscal Impact:

The total cost for these services would not exceed \$254,000, which staff is proposing to fund from an appropriation of 11600 Long Beach Boulevard Settlement Funds. The City has received a preliminary approval from the State Water Boards Emergency, Abandoned and Recalcitrant (EAR) Program funds in the amount of approximately \$180,000 which was to be used in part to fund the groundwater monitoring event due September 2016 and to continue free product (petroleum) extraction. However, because the Water Board has not provided a timely response necessary to comply with the Regional Water Quality Control Board's June 2016 request, staff recommends proceeding with the funding of Tetra Tech's services from the settlement funds, and request EAR Program fund reimbursement for costs associated with the September 2016 groundwater monitoring event when available.

Coordinated With:

City Manager
City Attorney
Finance Department

Attachments:

1. Resolution
2. Agreement
3. Proposed Scope and Fee Schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LYNWOOD CITY COUNCIL AUTHORIZING AN AGREEMENT WITH TETRA TECH FOR ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD FOR A NOT TO EXCEED AMOUNT OF \$254,000 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID AGREEMENT

WHEREAS, the City has been directed by the Regional Water Quality Control Board, Los Angeles Region, to take corrective action to ensure protection of human health, safety, and the environment due to unauthorized releases of toxic material into the groundwater and soil in the vicinity of 11600 Long Beach Boulevard ("Site"); and

WHEREAS, the City desires to utilize the services of Tetra Tech ("Consultant") as an independent contractor to provide citywide environmental consulting services to the City as set forth in Exhibit 'A' to the attached proposed Agreement and including but not limited to services provided in connection with the corrective action required of the Site for the completion of a Remedial Action Plan (RAP); and

WHEREAS, Tetra Tech 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; and

WHEREAS, Employees of Tetra Tech have been providing like services to the City commencing approximately in January 2010 and are uniquely qualified to provide said services to the City in part due to contractor's in depth knowledge of environmental conditions within the Project Area around the Site; and

WHEREAS, based on history and intimate knowledge of the City's environmental challenges, it is recommended that the City enter into an agreement with Tetra Tech to complete the RAP review with regulatory agencies; and

WHEREAS, a vote of a 4/5 majority will be required to by-pass the RFP process and the historical knowledge and experience of the Tetra Tech team provides a unique situation that is both economically feasible and more efficient than the process of engaging potential new consultants to assist the City on projects that have taken years to develop; and

WHEREAS, the City reached a settlement with responsible parties and property owner of 11600 Long Beach Boulevard for purposes of addressing the costs of remediation in a timely manner and has funds from said settlement necessary to undertake some of the costs of remediation required; and

WHEREAS, in an effort to proceed with the completion of the RAP for the Site and to move other environmental project forward, funds are requested herein in the amount of \$254,000 to provide the needed resources to engage consultant for said services; and

WHEREAS, the preparation and completion of technical environmental documents is critical for the continuance of the remediation of the Site and other environmentally impacted areas of the City and therefore an agreement for said services is in order.

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

Section 1. The City hereby authorizes the appropriation of \$254,000 from the 11600 Long Beach Boulevard Settlement account for environmental consulting services provided in connection with the Site for the completion of the draft Remedial Action Plan and general environmental consulting services citywide under the attached Agreement with Tetra Tech.

Section 2. The City Council hereby authorizes the City Manager or his designee to take necessary steps, including the execution of agreements and other related documents with Tetra Tech to undertake the implementation of all related services under the attached Agreement and Scope of Work.

Section 3. The City authorizes an agreement with Tetra Tech for a not to exceed amount of \$254,000 for a period from September 6, 2016 to June 30, 2017, in a form approved by the City Attorney, unless brought back to Council for amendment and extension as described in Section 3, et al of attached Agreement.

Section 4. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 6th day of September, 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltran
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia
City Attorney

Erika Ramirez
Development Compliance and
Enforcement Services Director

Professional Service Agreement for Environmental Consulting Services

This agreement ("Agreement") is made as of September 6, 2016 by and between the **City of Lynwood (City)**, a public body, corporate and politic, exercising governmental functions and powers, and Tetra Tech, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the 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; and

WHEREAS, the City is currently engaged in environmental studies in the 11600 Long Beach Boulevard Site Area and there is a need for dedicated specialized assistance to keep tasks on schedule; and

WHEREAS the City requires general environmental consulting services citywide and specifically in connection with the completion of a Remedial Action Plan (RAP) to be submitted to the Department of Toxic Substances (DTSC) and tasks required by the Regional Water Quality Control Board; and

WHEREAS, the Consultant's work is to be conducted to serve as an extension of City of Lynwood staff in order to address technical aspects of ongoing environmental issues and those that may arise; and

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 is to perform services as more particularly described in **Exhibit A**. Only the billing rates set forth in Exhibit A shall apply.

B. Time of Performance. Consultant shall complete consultant services for the City according to the schedule of performance which is also set forth in **Exhibit A**.

2. Term of Agreement. The Agreement shall be for a term of Ten (10) months, commencing on September 1, 2014 (the "Commencement Date") and terminating on June 30, 2017 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement.

3. Compensation. City agrees to compensate Consultant for services under this Agreement in the agreed amount in compliance with the schedule set forth in **Exhibit A**. Payments 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. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) 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. Except as hereinafter described, City *shall not* be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

A. Total payment to Consultant pursuant to this Agreement shall be billed on a time and material basis at an hourly fee shown on Exhibit A and not exceed **Two Hundred Fifty-four Thousand Dollars (\$254,000)**, which shall be payable as set forth in this **Section 3 et al.** CONSULTANT IS RESPONSIBLE FOR ENSURING CONSULTANT DOES NOT EXCEED THE CONTRACTED AMOUNT. The City shall not be responsible for compensation to Consultant beyond the not to exceed amount stated herein without *prior* written authorization.

- i. Prior to the termination date of this Agreement, if the balance of agreed compensation falls below \$5,000 and work of consultant is still considered of benefit and desired by City, the City may consider an amendment to this Agreement extending the contract for an amount and period of time to be determined and such time the extension is considered.

B. 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. Consultant will provide a Daily Activity Report on a weekly basis documenting the patrol.

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

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: City Manager

Consultant

Tetra Tech, Inc.
17885 Von Karman #500
Irvine, CA 92614
Attn: Leo Rebele, West Region Lead

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 Fee
Schedule (15 pages)

Exhibit B – General Terms and Conditions (pages 1 – 7)

SIGNATURES ON FOLLOWING PAGE

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

CITY

CITY OF LYNWOOD

By: _____
J. Arnoldo Beltran, City Manager

Date

CONSULTANT

By: _____
Leo Rebele or Designated Signatory

Date

ATTEST:

By: _____
Maria Quinonez, City Clerk

Date

APPROVED AS TO FORM:

By: _____
David Garcia, City Attorney

Date



August 15, 2016

**Re: Proposal for a Site-Wide Soil Vapor Survey, Interim Remedial Action, Groundwater Monitoring and Remedial Action Plan
Proposed Development Project Site
11600 Long Beach Boulevard
Lynwood, California**

Tetra Tech, Inc. (Tetra Tech) appreciates the opportunity to provide this proposal to Cox, Castle & Nicholson, LLP and the City of Lynwood for consulting and engineering services in relation to the proposed Northgate Gonzalez Market redevelopment project (the Site).

Despite the remedial efforts completed to date, several feet of floating free product gasoline remain on the shallow groundwater, and high concentrations of tetrachloroethylene (PCE) and gasoline hydrocarbons are present in soil vapor beneath residences and businesses. Based on the results from our risk evaluation, which indicate that a risk to human health exists in the immediate vicinity of the Site, Tetra Tech recommends that an immediate remedial action be implemented at the Site to address the primary source of the shallow volatile organic compounds (VOCs) and to obtain the critical information needed in order to develop the full remedial action plan for the Site.

The scope envisioned under this proposal is intended to fulfill the initial steps under the proposed remediation program that will eventually achieve regulatory closure, as illustrated in the attached Project Schedule. The overall remedial program consists of certain interim remediation measures, mitigation measures to protect the future site occupants, as well as long-term remedial and operations and maintenance measures required to achieve regulatory closure under a low-threat site closure strategy.

1.0 OBJECTIVES

The proposed work will comprise an interim remedy at the Site, which will have the benefit of:

- 1) Actively treating the source area of the PCE in the vicinity of the former dry cleaner;
- 2) Reducing the current exposure pathway to existing tenants and neighboring residential properties; and
- 3) Providing the necessary data and site information to develop the full scale remedial action plan that is tailored to the development project.

2.0 SITE BACKGROUND

The Site is located at 11600 Long Beach Boulevard, in Lynwood, California (Figure 1). The Site was occupied by single-family residential structures as well as several businesses (Figure 2). Historical aerial photographs appear to show the Site developed for residential use as early as 1923. By 1938, the surrounding properties appear to have been developed with residential structures. By 1994, construction of the I-105 freeway has been completed to the north of the Site.

Shallow groundwater depth is generally from 20 to 25 feet below ground surface (ft bgs) and generally flows to the south-southeast in the vicinity of the Site. The Site is located in the nearby vicinity of several commercial operations that have documented chemical releases that have impacted soil and groundwater in the area. Several gasoline service stations operated at 11600 Long Beach Boulevard (Garfield Express) from 1963 to 2006, which resulted in gasoline-related impacts to underlying soil and groundwater. Additionally, former leaking underground storage tanks at the U-Haul facility located at 11716 Long Beach Boulevard (approximately 350 feet to the south of the Site) have resulted in gasoline-impacted groundwater in the area. In addition, a dry cleaner (Rocket Cleaners) operated at 11600 Long Beach Boulevard (approximately 200 feet to the west of the Site) from as early as 1963 to the 1980s and has been identified as the apparent source of PCE contamination to soil and groundwater. PCE was historically used in dry cleaner operations as a dry cleaning solvent.

Nature and Extent of Contamination

Soil Vapor

Previous site investigations have identified gasoline and PCE vapor impacts that extend beneath the majority of the Site at concentrations exceeding screening levels. In July 2010, gasoline was detected in soil vapor beneath the Site at concentrations up to 5,580 micrograms per liter ($\mu\text{g/L}$) at 5 ft bgs and 72,800 $\mu\text{g/L}$ at 15 ft bgs. In addition, PCE was detected in soil vapor beneath the Site at concentrations up to 7,340 $\mu\text{g/L}$ at 5 ft bgs and 3,430 $\mu\text{g/L}$ at 15 ft bgs.

In 2015, Tetra Tech collected sub-slab vapor samples beneath the commercial properties at 11600 Long Beach Boulevard and conducted a vapor intrusion risk assessment (VIRA). On April 30, 2015 Sub-slab vapor samples were collected at six locations beneath the floor slab within the tenant spaces. These data were used to project the concentrations of the volatile constituents in the indoor of the tenant spaces using the conservative California Environmental Protection Agency (CalEPA)/Department of Toxic Substances (DTSC) estimates of the migration of the constituents across the floor slab and mixing in the indoor spaces. The VIRA included a comparison of the projected indoor air concentrations of the detected volatile constituents in the sub-slab vapor to the published CalEPA/DTSC Recommended Industrial Air Screening Values established for the protection of the public in consideration of both cancer and non-cancer health effect endpoints. The VIRA concluded that an aggressive remediation system be designed and installed beneath former dry cleaner location in order to remediate the source of the contamination. Additionally, immediate interim measures should be considered, including the relocation of any tenants until such time that the remedial activities have been completed.

Groundwater

Groundwater elevation and impacts in the vicinity of the Site were being monitored on a semi-annual basis through a network of 35 groundwater monitoring wells under the oversight of the environmental oversight agency, the Regional Water Quality Control Board. The latest groundwater monitoring event, conducted November 2014, found the presence of over 4 feet of light non aqueous phase liquid (LNAPL; or gasoline) in groundwater monitoring wells at the Site, and LNAPL is inferred to extend beneath a majority of the Site. In addition, elevated concentrations of gasoline range organics, benzene, methyl-tert-butyl ether, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, 1,2-dichloroethane and vinyl chloride were detected in groundwater.

3.0 APPROACH

Based on several feet of floating free product on the shallow groundwater, high concentrations of PCE and gasoline hydrocarbons in soil vapor below residences and businesses and the results from our risk evaluation, an immediate remedial action is recommended by Tetra Tech. Additional data is required to design a full scale remediation program for the Site; hence, Tetra Tech is proposing to perform an updated soil vapor survey to evaluate the extent of soil vapor impacts, perform a soil vapor extraction (SVE) pilot test to obtain site-specific

parameters, and continue SVE operation over 90 days to remediate the PCE impacts in the vadose zone. One vertical and one horizontal SVE well will be installed in order to treat the source area and remove impacted soil vapors beneath the building. The locations of soil vapor probes, SVE wells and treatment area were selected in order to minimize the disturbance to the existing businesses. Based on anticipated high concentrations of VOCs and petroleum hydrocarbons, a refrigeration/condensation C3 SVE system will be connected to these extraction wells and other SVE wells at the site. This is a well-established and proven technology where:

- Chemical is recovered as LNAPL that is temporarily containerized in appropriate vessels for easy recycling or proper disposal;
- Greater than 99% of the VOCs are often recovered from the vapor stream;
- No limitations on influent vapor concentrations;
- Fastest mass removal rates in shortest remediation time;
- Cost effective in both low and high VOC concentrations; and
- No formation of greenhouse gasses or harmful byproducts onsite.

The radius of influence and additional locations of vertical and horizontal wells for the full-scale remediation system will be determined during the pilot test. Tetra Tech also proposes to notify agency personnel and meet with them at the Site, if necessary, in order to speed up the Remedial Action Plan (RAP) preparation and approval prior to installing a full scale system. Based on the effectiveness of the system, Tetra Tech may recommend continued operation of the system prior to installing the full scale treatment system.

4.0 SCOPE OF SERVICES

Task 1 – Soil Vapor Survey

Up to 40 soil vapor samples will be collected at the Site at a depth of 5 and 15 ft bgs from exterior portions of the on-site buildings (Figure 2). Drilling and sampling will be conducted by means of a direct-push drill rig. Boring locations selected are depicted in the attached draft boring location map, and will generally minimize inconvenience to historical building locations/operations to the extent possible.

Prior to conducting the survey, Tetra Tech will update an existing site-specific Health and Safety Plan for the use of Tetra Tech employees during the field activities. The plan will (1) identify and describe the potentially hazardous substances that may be encountered during our fieldwork, (2) specify protective clothing and monitoring equipment to be used during on-site activities, and (3) outline measures to be implemented in the event of an emergency. Onsite personnel will be required to review the Health and Safety Plan prior to commencement of the site investigation and conduct all field activities in accordance with plan specifications.

Tetra Tech will contact Underground Service Alert for the demarcation of underground utilities. Tetra Tech has assumed that City of Lynwood may not have information on underground utility lines near the proposed locations and a private utility locator company to mark utilities near the proposed well installation areas is required. Tetra Tech will notify the Water Board and/or DTSC prior to initiating the field activities, if requested by City of Lynwood.

Following sample collection, the borehole will be backfilled with bentonite chips and the surface patched to match the surrounding grade (concrete or asphalt). The soil vapor samples will be submitted to an on-site California State-certified environmental testing laboratory for analysis of VOCs by U.S. Environmental Protection Agency (USEPA) Method 8260B. Investigation-derived waste will be placed into a labeled Department of Transportation-approved 55-gallon drum pending profile characterization and will be disposed of by a California-licensed waste disposal contractor. The drums are assumed to be disposed of as California Hazardous Waste. We anticipate that the field program will take to three field days to complete. A few probes near the test wells

will be installed as permanent probes and sub-slab vapor probes in order to continue to obtain data during the SVE pilot test.

Task 2 – SVE Pilot Test

One 4-inch diameter vertical SVE well will be drilled to approximately 18 ft bgs near 11600 Long Beach Boulevard using a hollow-stem auger rig, and split-spoon samples will be collected every 5 feet for lithologic and analytical purposes (Figure 3). The first 5 feet will be hand augered as a precaution to avoid damaging subsurface utilities. In addition, one 4-inch diameter horizontal well will be installed at approximately 15 ft bgs in the heart of the VOC plume beneath the existing building (Figure 3). Tetra Tech will submit the soil samples collected during the drilling to a stationary laboratory for analysis on a normal turnaround basis. Up to 30 soil samples will be analyzed for VOCs by USEPA Method 8260B/5035. Tetra Tech will monitor the soil samples for organic vapors using a photoionization detector or similar monitoring device.

Once the wells have been installed, the selected SVE vendor will mobilize and install the SVE system at the Site. The newly installed SVE wells will be connected to the treatment system by using above ground piping. In addition, based on the soil vapor results, a few of the existing SVE wells will also be connected to the treatment system by using above ground piping. A temporary power pole will be installed by the proposed treatment area. Three-phase power will be connected to the SVE unit. Plumbing and electrical permits will be obtained from the City of Lynwood, as necessary. A chain-link fence with redwood slats or privacy screening and a gate will also be installed around the blower skid of the SVE system.

Once construction is complete, the system startup and shakedown phase will commence and continue until system operation stabilizes. During this time, it is anticipated that more frequent system troubleshooting, monitoring, adjustment, and optimization will be required. Personnel from the SVE vendor will be on-site during this time, and a Tetra Tech representative will also visit the Site daily. After startup and shakedown has been completed, Tetra Tech will perform the SVE pilot test for both the horizontal and vertical SVE wells to obtain site-specific parameters including radius of influence, air permeability, and vacuum response. Tetra Tech will collect vapor samples from vertical and horizontal SVE wells and will use a certified laboratory to analyze the samples. Vacuum measurements will be obtained from nearby vapor probes. Frequent health and safety and air monitoring will be conducted to demonstrate that appropriate measures are being taken to protect the health and safety of the site workers and surrounding community and to comply with South Coast Air Quality Management District (SCAQMD) permit requirements.

Drill cuttings from the SVE well installations will be stored in roll-off bins or drums at the Site. Contaminated soil (if any) will be disposed of at a preapproved disposal facility. For the purposes of this estimate, it is assumed the soil will be non-hazardous and that one visit to the Site will be required for disposal of the bins. Should additional visits to the site (or special handling) be necessary, additional costs will be incurred. In addition, the condensed liquid from the refrigeration/condensation system will be either recycled or properly disposed of at an approved facility.

Task 3 – Soil Vapor Survey and SVE Pilot Test Report

Tetra Tech proposes to document our findings, interpretations, conclusions, and procedures for the soil vapor survey and SVE pilot test in an initial draft letter report. The draft report will be submitted to Cox, Castle, and Nicholson and City of Lynwood for review and comments. Tetra Tech will submit a revised draft report based on comments received from City of Lynwood. A final report documenting completion of all well installation and trenching activities will be issued after City of Lynwood's approval.

Task 4 – Interim Remedial Action

Tetra Tech will continue to run the SVE system for up to 90 days following the SVE pilot test as an interim remedial action to treat the source area for the PCE impacts and minimize the potential for vapor intrusion into the existing tenant suites. Tetra Tech has considerable experience operating and maintaining remediation systems throughout southern California. We have a crew of field technicians who are experienced with a wide variety of treatment units and contaminant removal systems. A Tetra Tech or a SVE vendor technician will perform weekly operation inspections in accordance with the site Operations and Maintenance Manual. Tetra Tech's inspection will be made to determine that all equipment is operating within acceptable ranges and that there are no indications of impending failure of any components. All Tetra Tech observations will be noted on standard preprinted field forms to ensure that all required observations are made. Any adjustments to operating parameters will be described in detail, after approval for the adjustment is obtained from Tetra Tech's Project Manager.

Tetra Tech field personnel's efficient maintenance of remedial equipment in the field is unsurpassed. Our experience commonly allows us to troubleshoot equipment malfunctions in the field and to make the necessary parts replacements or repairs on the spot to ensure uninterrupted operation of the remediation system. Tetra Tech will ensure that a supply of spare parts that are critical to the smooth operation of the remedial equipment is maintained at the site at all times. All maintenance activities will be carefully documented with a description of the work performed, parts replacements, repairs, and routine equipment maintenance.

In conjunction with operations and maintenance activities, Tetra Tech's field personnel and/or SVE vendor personnel will perform weekly monitoring of the system to ensure efficient operation and compliance with SCAQMD operating requirements. The following monitoring activities will be performed:

- Observe and record system operating parameters
- Check equipment for abnormal noise
- Check equipment lubrication (monthly)
- Check equipment belts (monthly)
- Turn valves to ensure proper operation
- Check extraction vacuum on individual wells (monthly)
- Inspect knockout pot for collected water; empty into drums
- Inspect inlet and dilution filters; clean as necessary
- Inspect blower; service if required
- Monitor VOC concentrations in influent, carbon midpoint, and effluent with flame ionization detector
- Remove condensed recovered product and recycle/dispose as appropriate
- Check for VOC breakthrough between carbon filters
- Remove drums containing knockout water from site for proper disposal

Additional tasks will include collection of Tedlar bag samples of influent and effluent vapor and collection of vapor samples from individual wells for laboratory analysis. Influent vapors and effluent vapor samples from the first and second carbon units will be analyzed for VOCs. Each extraction well will be sampled quarterly, and the samples will be analyzed for VOCs.

SVE system operation will be documented in a quarterly progress report. Draft reports will be issued to Cox, Castle & Nicholson and the City of Lynwood for review and approval prior to submitting them to the oversight agency and to the SCAQMD, if required.

Quarterly reports will include the following:

- Site description and background;
- An estimate of the mass of VOCs removed and a graph of cumulative removal over time;
- Operating parameters;
- Analytical laboratory data and flame ionization detector readings from the vapor sampling described above;
- A summary of any changes made to the general system configuration;
- Baseline chemical concentrations for post closure monitoring; and
- Appendices and other supporting documentation, including laboratory reports, waste disposal manifests, air monitoring results, and daily field reports.

If carbon breakthrough is detected, Tetra Tech will shut down the system and schedule a carbon vendor to come to the site to remove the spent carbon and replace it with new carbon. For purposes of this proposal, Tetra Tech has assumed that it will be necessary to remove and replace a total of 1,000 pounds of reactivated carbon for three month. It is possible that carbon will need to be changed more frequently during the early months of operation.

Task 5 – Remedial Action Plan

Based on the information obtained during the soil vapor survey, SVE pilot test and the interim remedial action, Tetra Tech will prepare a RAP per the oversight agency requirements. The RAP will discuss advantages and disadvantages associated with remedial options (excavation, vapor extraction, in-situ chemical oxidation, thermal treatment, etc.) and will provide the final remediation strategy for addressing the soil, soil vapor, LNAPL, and groundwater impacts at the Site in consideration of the proposed development plan. The RAP will also provide the remedial action objectives and specify clean-up goals and criteria for achieving remediation completion. It is anticipated that the Site will achieve closure through the Underground Storage Tank Low-Threat Closure Policy. The RAP may recommend continuation of the vapor extraction test and a full-scale vapor extraction system as the remedial option for soil remediation. Tetra Tech will submit the draft RAP to Cox, Castle & Nicholson, and the City of Lynwood for review and comments before submitting the final copy to the oversight agency.

Task 6 – 2016 Baseline Groundwater Monitoring Event

Tetra Tech will perform a new round of groundwater monitoring in accordance with the Regional Water Quality Control Board directive dated June 29, 2016. In addition to the testing for petroleum hydrocarbons, Tetra Tech will include an analytical suite to test for chlorinated solvents in groundwater, which will be used as the baseline groundwater monitoring event prior to the development of the RAP. Tetra Tech will work with Mr. Arman Toumari of the RWQCB to refine the number of groundwater monitoring wells that need to be included in this upcoming monitoring program. A total maximum budget of \$15,000 is assumed.

Task 7 – Agency Coordination and Project Management

Tetra Tech will perform the necessary project management activities, including project administration, budget and schedule tracking, agency coordination, and invoicing. The project management activities will also include conducting conference calls with City of Lynwood to discuss status and issuing periodic project progress reports, as required.

5.0 ESTIMATED COSTS

Tetra Tech will conduct the work under a Master Services Agreement between Cox, Castle & Nicholson and Tetra Tech. The scope of work outlined above will be completed on a time-and materials basis per the

negotiated fee schedule. Please note that while the cost of individual tasks may vary, the total cost authorized with not be exceeded without your express written authorization. Should additional services beyond the performance of the scope outlined above be required, such services would be conducted on a time and materials fee basis in accordance with our negotiated fee schedule. The costs presented below for the individual tasks represent our best estimates based on the current information available and subcontractor quotes:

TASKS	BUDGET
Task 1: Soil Vapor Survey	\$22,500
Task 2: SVE Pilot Test	\$62,000
Task 3: Soil Vapor Survey and SVE Pilot Test Report	\$12,000
Task 4: Interim Remedial Action	\$102,500
Task 5: Remedial Action Plan	\$17,500
Task 6: Baseline Groundwater Monitoring Event	\$15,000
Task 7: Agency Coordination and Project Management	\$22,500
Estimated Costs	\$254,000

ASSUMPTIONS AND LIMITATIONS

- **Task 1:** Three day soil vapor survey collecting up to 40 soil vapor samples at 5 and 15 ft bgs. Boring locations will be determined based on field inspections. Laboratory analysis by mobile laboratory using USEPA Method 8260B or equivalent. Geophysical survey included. Preparation of site-specific health and safety plan. Installation of up to 5 well vaults for permanent vapor probes. Site access will be provided by Cox, Castle & Nicholson and/or the City of Lynwood. Work will be conducted during normal business hours from Monday through Friday with no overtime.
- **Task 2:** Installation of one vertical SVE well to 18 ft bgs and one 100 foot long horizontal SVE well at 15 ft bgs. Collection of up to 30 soil samples for analysis by USEPA Method 8260B. Mobilization and setup for a C3 SVE system including electrical connections and installation of a chain-link fence. Perform up to 3-day SVE pilot test including collection and analysis of up to 10 vapor samples to be analyzed by USEPA Method 8260B or equivalent. Includes disposal of soil and recovered product. Site access will be provided by Cox, Castle & Nicholson and/or the City of Lynwood. Work will be conducted during normal business hours from Monday through Friday with no overtime. Excludes electricity costs. Waste manifests to be signed by property owner or authorized representative.
- **Task 3:** Preparation of a Soil Vapor Survey and SVE Pilot Test Report including procedures, findings, interpretations, and conclusions. Includes draft report submittal, incorporation of one round of edits, and submittal of final report (electronic and hard copy) to client and oversight agency, if necessary.
- **Task 4:** Operation and maintenance of the C3 SVE system for up to 90 days with >90% system up-time. Includes weekly system readings, collection of required vapor samples, and waste management. Preparation of one draft quarterly SVE system operation report, incorporation of one round of edits, and submittal of final report (electronic and hard copy) to client and oversight agency, if necessary. Includes disposal of up to 1,625 gallons of water/free product and 500 pounds of granular activated carbon. Site access will be provided by Cox, Castle & Nicholson and/or the City of Lynwood. Work will be conducted

during normal business hours from Monday through Friday with no overtime. Excludes electricity costs. Waste manifests to be signed by property owner or authorized representative.

- **Task 5:** Preparation of RAP based on prior data, soil vapor survey results, SVE pilot test, continued SVE system operation, and groundwater monitoring results. Includes draft report submittal, incorporation of one round of edits, and submittal of final report (electronic and hard copy) to client and oversight agency, if necessary.
- **Task 6:** Budget assumes that traffic control will not be required (certain monitoring wells such as in Long Beach Boulevard right-of-way can be excluded) and that Tetra Tech will negotiate the actual wells to be sampled with Mr. Arman Toumari of RWQCB to minimize sampling program to only the wells necessary to provide information required for RAP.
- **Task 7** On-going status updates and client communications, project coordination, budget and schedule tracking, and monthly invoicing. Includes up to two in-person meetings with client and/or oversight agency. Excludes agency fees, to be paid by client directly

6.0 SCHEDULE

Tetra Tech will begin the work outlined in this proposal immediately upon receipt of written authorization to proceed. Tetra Tech personnel will oversee the subcontractor's field activities. The estimated field time for the work is as follows:

TASKS	Est. Time
Task 1: Soil Vapor Survey	2 weeks
Task 2: SVE Pilot Test	4 weeks
Task 3: Soil Vapor Survey and SVE Pilot Test Report	3 weeks
Task 4: Interim Remedial Action	3 months
Task 5: Remedial Action Plan	4 weeks
Task 6: Agency Coordination and Project Management	6 months

If additional work is required, such that this estimate would be exceeded, Tetra Tech would contact Cox, Castle & Nicholson to discuss and review task recommendations. Work would not proceed without authorization from the City of Lynwood and Cox, Castle & Nicholson.

CLOSING

We look forward to working with the City of Lynwood and with Cox, Castle & Nicholson. Please do not hesitate to contact us with any questions.

Very truly yours,

Tetra Tech, Inc.

Leo M. Rebele
West Region Lead – Environmental Services

Cc: Ravi Limaye, PE; Carl Lenker, PE (Tetra Tech)

Attachments:

Attachment A – Preliminary Remediation Schedule
Figure 1 – Site Location
Figure 2 – Site Vicinity
Figure 3 – Preliminary Soil Vapor Survey and SVE System Layout

ATTACHMENT A PRELIMINARY REMEDIATION SCHEDULE

TETRA TECH

Preliminary Project Schedule
 Lynwood Springs Redevelopment
 Long Beach Blvd/Louise Street
 Lynwood, California



ID	Task Name	Duration	Start	Finish	Qtr 4, 2015	Qtr 1, 2016	Qtr 2, 2016	Qtr 3, 2016	Qtr 4, 2016	Qtr 1, 2017	Qtr 2, 2017	Qtr 3, 2017	Qtr 4, 2017	Qtr 1, 2018	Qtr 2, 2018	Qtr 3, 2018	Qtr 4, 2018
1	LYNWOOD SPRINGS REMEDIATION PROGRAM	884 days	Thu 9/15/16	Tue 2/4/20													
2	Interim Remedial Program	106 days	Thu 9/15/16	Thu 2/9/17													
3	Contract Award	1 day	Thu 9/15/16	Thu 9/15/16													
4	Project Setup/Health and Safety Plan	1 wk	Fri 9/16/16	Thu 9/22/16													
5	Site Visit and Preparations	1 wk	Fri 9/23/16	Thu 9/29/16													
6	Soil Vapor Survey	2 wks	Fri 9/30/16	Thu 10/13/16													
7	SVE Pilot Test	5 wks	Fri 10/14/16	Thu 11/17/16													
8	Soil Vapor Survey and SVE Pilot Test Report	3 wks	Fri 11/18/16	Thu 12/8/16													
9	SVE System O&M	3 mons	Fri 11/18/16	Thu 2/9/17													
10	CLRRRA for City Remediation Program	2 mons	Fri 9/30/16	Thu 11/24/16													
11	Response Plan	3 mons	Thu 9/15/16	Wed 12/7/16													
12	EAR Program	185 days	Thu 9/15/16	Thu 6/1/17													
13	Contract Award	1 day	Thu 9/15/16	Thu 9/15/16													
14	Project Setup/Health and Safety Plan Update	1 wk	Fri 9/16/16	Thu 9/22/16													
15	SVE & LNAPL Recovery O&M	9 mons	Fri 9/23/16	Thu 6/1/17													
16	Semi-Annual Groundwater Monitoring	2 wks	Fri 9/23/16	Thu 10/6/16													
17	Semi-Annual Groundwater Monitoring Report	4 wks	Fri 10/7/16	Thu 11/3/16													
18	Annual Groundwater Monitoring	2 wks	Fri 3/24/17	Thu 4/6/17													
19	Annual Groundwater Monitoring Report	4 wks	Fri 4/7/17	Thu 5/4/17													
20	Development Related Activities	115 days	Mon 9/18/17	Fri 2/23/18													
21	Soil Management Plan	3 wks	Thu 9/15/16	Wed 10/5/16													
22	Soil Management Plan Implementation	4 wks	Mon 9/18/17	Fri 10/13/17													
23	Additional Remediation Well Installation/Connection	2 mons	Mon 10/16/17	Fri 12/8/17													
24	Human Health Risk Assessment	1 mon	Mon 10/16/17	Fri 11/10/17													
25	Vapor Intrusion System Design	4 wks	Mon 12/11/17	Fri 1/5/18													
26	Sub-slab Vapor Barrier/SSD System Install	4 wks	Mon 1/8/18	Fri 2/2/18													
27	Response Plan Implementation	666 days	Thu 9/15/16	Thu 4/4/19													
28	Additional Investigation (if needed/authorized)	1 mon	Thu 12/8/16	Wed 1/4/17													
29	Additional SVE O&M (if needed/authorized)	6 mons	Thu 12/8/16	Wed 5/24/17													
30	Additional LNAPL Recovery (if needed/authorized)	6 mons	Fri 6/2/17	Thu 11/16/17													
31	Dissolved Plume Remediation	18 mons	Fri 11/17/17	Thu 4/4/19													
32	Groundwater Monitoring	552 days	Thu 9/15/16	Fri 10/26/18													
39	Closure Related Activities	815 days	Fri 9/16/16	Thu 10/31/19													
40	Low-Threat Closure Application	1 mon	Mon 10/29/18	Fri 11/23/18													
41	Well Abandonment	1 mon	Mon 11/26/18	Fri 12/21/18													
42	Remedial Action Completion Report	1 mon	Mon 11/26/18	Fri 12/21/18													
43	Agency Negotiation	765 days	Fri 11/25/16	Thu 10/31/19													
44	Project Management	815 days	Fri 9/16/16	Thu 10/31/19													
45	No Further Active Remediation Required Letter (Est.)	1 day	Mon 12/24/18	Mon 12/24/18													12/24

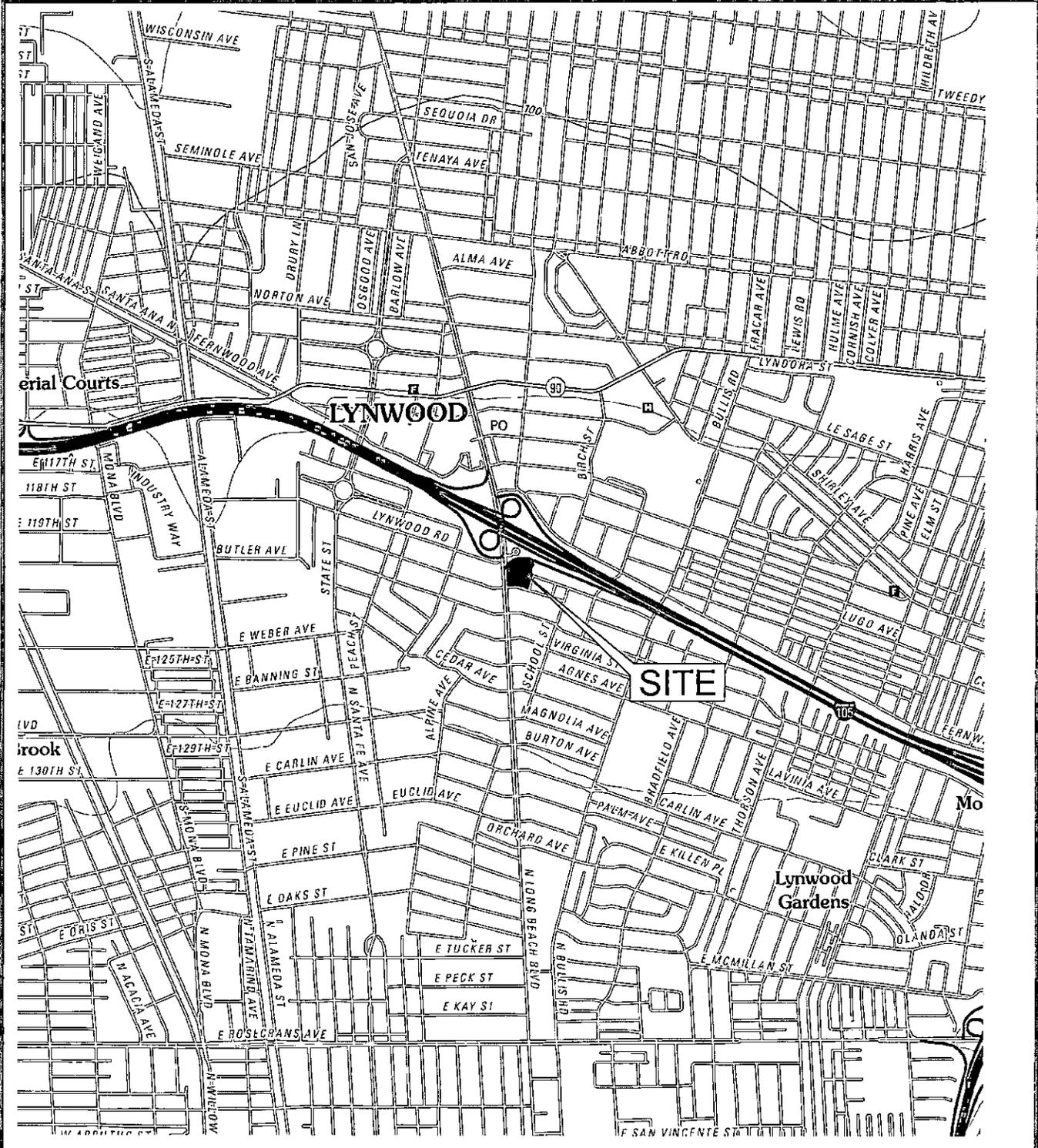
Project: 194-5297 Date: Tue 8/16/16	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			

* Response Plan will be developed following semi-annual groundwater monitoring event and will include a refined remediation schedule. Page 1 of 1

FIGURES

TETRA TECH

P:\5183-Lynwood Springs\CAD\FIGURE 1 - SITE LOCATION.dwg Nov 02, 2015 - 3:26pm Alexandre.woodward



SITE LOCATION

NORTHGATE GONZALES MARKETS LYNWOOD, CA



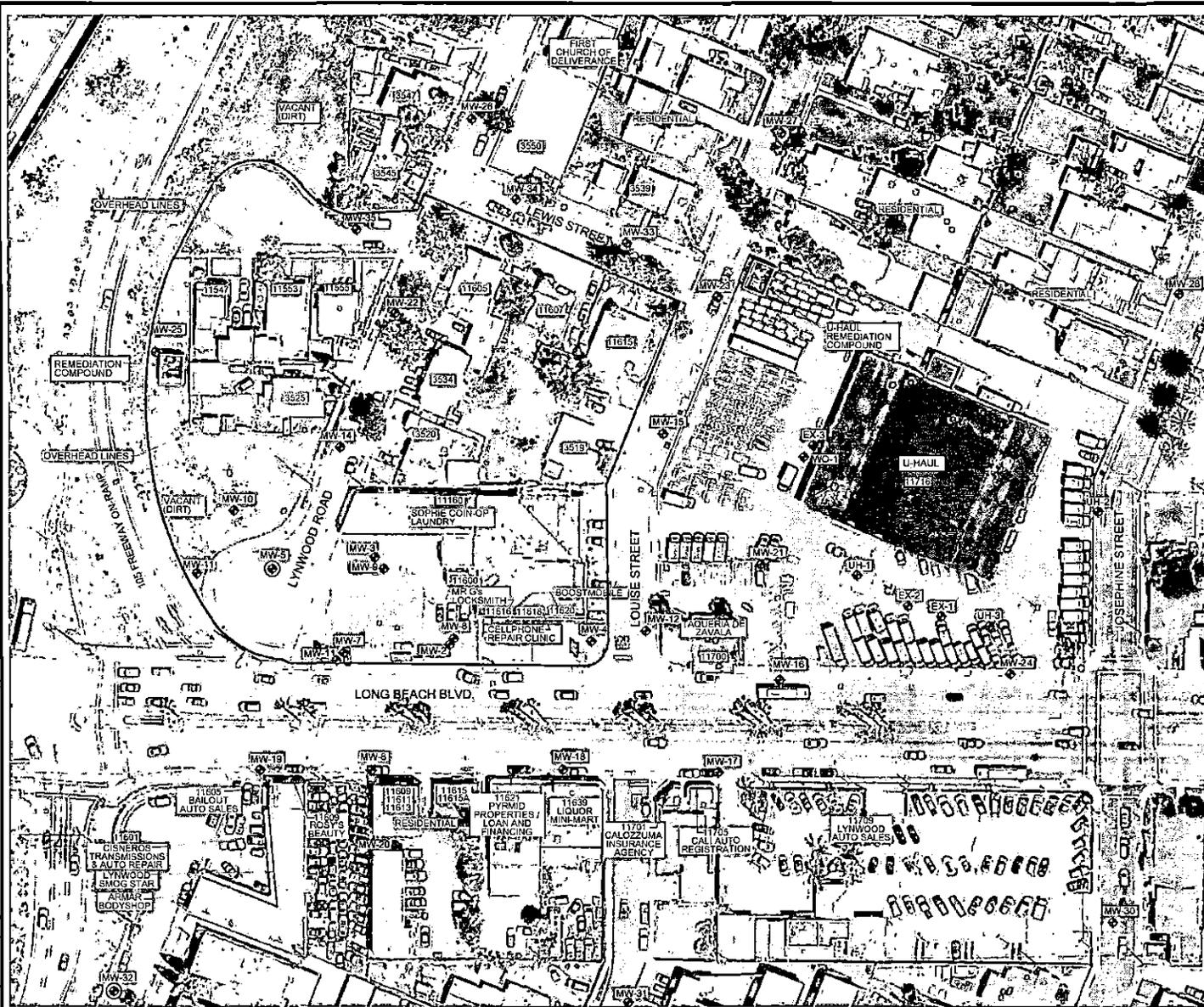
PREPARED BY:
TETRA TECH, INC.

17885 VON KARMAN AVENUE, SUITE 500
IRVINE, CA 92614-6213
Phone (949) 809-5000 Fax (949) 809-5004

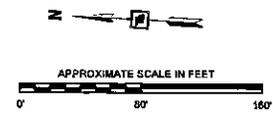
PROJECT NUMBER	APPROVED BY	DRAWN BY	DATE	FIGURE
194-5183	MC	WRI	OCT 2015	1

SOURCE: THE USGS STORE; SOUTH GATE, CA QUADRANGLE; 2012

P:\51834-Lynwood Springs\CAD\Figure 2 - Project Area Properties Environmental Conditions Report.dwg, Nov 02, 2015 - 3:33pm, Alexander, woodward



- LEGEND**
- PROJECT BOUNDARY (APPROXIMATE)
 - MW-25 ◉ GROUNDWATER MONITORING WELLS
 - MW-32 ◉ ABANDONED OR PAVED-OVER GROUNDWATER MONITORING WELL



NOTES:
 1. "LYNWOOD, CA" MAP, GOOGLE EARTH PRO, GOOGLE, 23 APR. 2014.
 2. ALL LOCATIONS ARE APPROXIMATE.

NO WARRANTY IS MADE BY TETRA TECH AS TO ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA. THIS INFORMATION MAY NOT MEET NATIONAL MAP ACCURACY STANDARDS. THIS PRODUCT WAS DEVELOPED ELECTRONICALLY AND MAY BE UPDATED WITHOUT NOTIFICATION. REPRODUCTION MAY RESULT IN A LOSS OF SCALE AND OR INFORMATION.

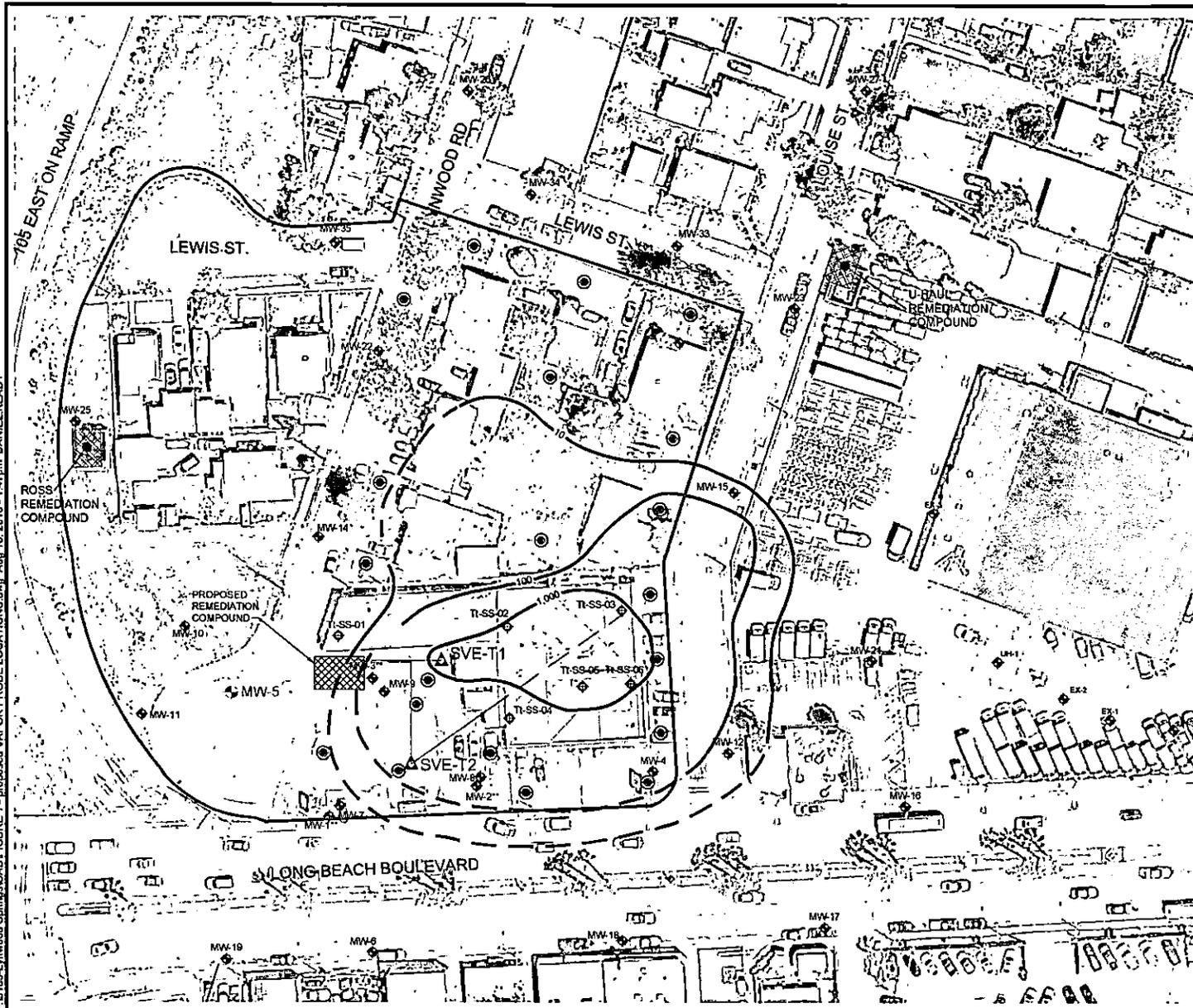
SITE VICINITY

NORTHGATE GONZALES MARKETS LYNWOOD, CA

PREPARED BY:
TETRA TECH, INC.
 17885 VON KARMAN AVENUE, SUITE 500
 IRVINE, CA 92614-6213
 Phone (949) 859-5000 Fax (949) 859-5010

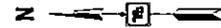
PROJECT NUMBER	APPROVED BY	DRAWN BY	DATE	FIGURE
194-5163	CL	JRL	OCT 2015	2

P:\15183-Lynwood Springs\CAD\FIGURE 1 - Proposed Vapor Probe Locations.dwg Aug 18, 2016 - 1:47 pm DANIEL KEADY



LEGEND

- PROJECT BOUNDARY (APPROXIMATE)
- MW-24 ◊ GROUNDWATER MONITORING WELLS
- MW-5 ◊ ABANDONED OR PAVED-OVER GROUNDWATER MONITORING WELL
- TI-SS-03 ◊ SUB-SLAB VAPOR SAMPLING LOCATION
- PROPOSED SOIL PROBE LOCATION
- SVE-T1 ▲ PROPOSED VERTICAL SVE WELL
- SVE-T2 ▲ PROPOSED HORIZONTAL SVE WELL
- PROPOSED ABOVEGROUND PIPING
- - - 5-FOOT PCE ISOCOANTOUR LINES (DASHED WHERE INFERRED)
- PCE TETRACHLOROETHYLENE



NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.

NO WARRANTY IS MADE BY TETRA TECH AS TO ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA. THIS INFORMATION MAY NOT MEET NATIONAL MAP ACCURACY STANDARDS. THIS PRODUCT WAS DEVELOPED ELECTRONICALLY AND MAY BE UPDATED WITHOUT NOTIFICATION. REPRODUCTION MAY RESULT IN A LOSS OF SCALE AND OR INFORMATION.

PRELIMINARY SOIL VAPOR SURVEY AND SVE SYSTEM LAYOUT

LYNWOOD SPRINGS REDEVELOPMENT LYNWOOD, CA



PREPARED BY:
TETRA TECH, INC.

17883 VON KARMAN AVENUE, SUITE 500
IRVINE, CA 92614-6213
Phone (949) 838-5000 Fax (949) 838-5010

PROJECT NUMBER	APPROVED BY	DRAWN BY	DATE	FIGURE
194-5183	CL	JRL	OCT 2015	3

EXHIBIT B

PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN TETRA TECH AND CITY OF LYNWOOD 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 City of 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.

2. Standard of Performance.

A. Consultant shall perform all work to the professional standards recognized throughout the industry for the type of work the Consultant is performing 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 Project Manager 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.

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 to the extent arising out of any injury to or death of any person(s), damage to property, or other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the 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 provisions 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 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. 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.

D. Consultant represents and warrants that Consultant has neither created nor contributed to the creation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at the site prior to the date on which the performance of the services is commenced hereunder (collectively "Preexisting Conditions"). Accordingly, the City shall hold Consultant, its subsidiaries and affiliates and any of their directors, officers, agent, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising from or relating to Preexisting Conditions. The City shall not be required to indemnify Consultant pursuant to this section for any claim, demand, loss, penalty, fine or cause of action to the extent it results from Consultant's negligence or willful misconduct from the services

performed under this Agreement by Consultant or its employees, agents or subcontractors. Consultant shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.

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) 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.

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. 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 notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, or for any or no reason, City may terminate this Agreement for any reason with or without cause, upon seven (7) days' 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 City the product of the services in accordance with 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 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 Chairperson and attested by the Secretary.

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: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godinez, II, P.E., Director of Public Works / City Engineer *RG*
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Adoption of the Supplemental Speed Survey/Engineering and Traffic Study.

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOD ADOPTING THE SUPPLEMENTAL SPEED SURVEY PREPARED BY INFRASTRUCTURE ENGINEERS AS THE REQUIRED ENGINEERING AND TRAFFIC STUDY REQUIRED BY SECTION 627 OF THE CALIFORNIA VEHICLE CODE".

Background:

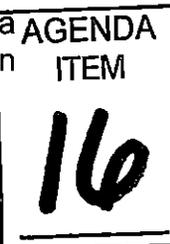
On April 19, 2016, the City Council authorized staff to send out a Request for Proposal (RFP) for Engineering and Traffic study/ Speed Zone Study from qualified traffic engineering firms.

On June 7, 2016, the City Council awarded a contract to Infrastructure Engineers in the amount not to exceed \$17,938.00 for the Speed Zone Study.

Per California Vehicle Code sections 627, 22357, 22358 and 40802, an Engineering and Traffic Study or Speed Zone Study is required every 5 years in order to set and enforce speed limits by radar or other electronic devices. The last Speed Zone Study was conducted in 2002 which expired in year 2007.

Discussion and Analysis:

In order to enforce speed limits by radar or other electronic devices, a study must be conducted every five years. Sections 40802 of the California Vehicle Codes defines a speed limit enforced by radar and "... which speed limit is not justified by an



engineering and traffic survey conducted within five years prior to the date of alleged violation..." constitutes a speed trap. Since speed traps are illegal, the lack of an adequate study effectively precludes the police from using radar for speed enforcement.

The exceptions to this are local residential streets, areas near children playgrounds or schools, and narrow streets, which have a prima facie speed limit of 25 miles-per-hour (mph).

As such, the Engineering and Traffic study/ Speed Zone Study was completed on August 2016 and staff is recommending adopting such survey to enforce speed limits by radar or other electronic devices.

Fiscal Impact:

This Traffic Study has already been fully funded by Prop C Funds. The implementation of this study, to the extent that speed signs need to be changed, these costs will be borne by our existing operating budget.

Coordinated With:

City Attorney's Office
City Clerk's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE SUPPLEMENTAL SPEED SURVEY PREPARED BY INFRASTRUCTURE ENGINEERS AS THE ENGINEERING AND TRAFFIC STUDY REQUIRED BY SECTION 627 OF THE CALIFORNIA VEHICLE CODE.

WHEREAS, on April 19, 2016, the City Council authorized staff to issue a Request for Proposal (RFP) for engineering and traffic study/ Speed Zone Study from qualified traffic engineering firms; and

WHEREAS, per California Vehicle Code sections 627, 22357, 22358 and 40802, the engineering and traffic study or Speed Zone Survey, to establish the proper speed limit, is required every Five (5) years; and

WHEREAS, the last Engineering and Traffic study/ Speed Survey Study for arterial and collector roads was conducted in 2002; and

WHEREAS, engineering staff requested from MTA an appropriation of funds in the amount of \$20,000 to cover the cost of the study; and

WHEREAS, on June 7, 2016, the City Council awarded a contract to infrastructure Engineers in the amount not to exceed \$17,938.00 for the Engineering and Traffic Study/ Speed Zone Study; and

WHEREAS, the Department of Public Works of the City of Lynwood has determined that the project is in accordance with the California Environmental Quality Act (CEQA) and is categorically exempt pursuant to Section 15301 (C) of the CEQA guidelines pertaining to statutory exemptions; and

NOW, THEREFORE, 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 hereby adopts the Supplemental Speed Survey as the Engineering and Traffic Study required by Section 627 of the California Vehicle Code to enforce speed limits by radar or other electronic devices.

Section 2. That the Supplemental Speed Survey/Engineering and Traffic Study is in conformance with the California Environmental Quality Act (CEQA) and is categorically exempt.

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

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

PASSED, APPROVED and ADOPTED this 6th day of September, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia
City Attorney

Raul Godínez, 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 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 _____, _____.

City Clerk, City of Lynwood



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management *HMS*
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Abraham Sandoval

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Abraham Sandoval and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

On June 20, 2016, Mr. Sandoval filed a claim for damages, seeking reimbursement for the clearing of his sewer lateral that was allegedly clogged by the root intrusion of a City owned tree. Mr. Sandoval's property is located at 11165 Louise Avenue in Lynwood. He seeks reimbursement in the amount of \$2,859.70.

Discussion & Analysis:

Liability will not adhere to the City in this matter. The City has no prior reports or complaints regarding the subject tree. California Government Code section 835 holds a public entity liable for a dangerous condition of its property if plaintiff can establish that the property was dangerous at the time of the injury, that the injury was the proximate cause of the dangerous condition, and that the dangerous condition was either created by a City employee or, the City had actual or constructive notice of the dangerous condition (Government Code Section 835.2).

The City is charged with notice of a dangerous condition if it had actual notice or should have known because it existed long enough for the City to find it. From the information provided we have not established that the City knew of the dangerous condition.

More importantly the City has enacted the following ordinance which makes the property owner responsible for their sewer lateral.



Section 14-15 – Sewer Lateral Maintenance.

32. *Sewer lateral* means a building sewer as defined in the latest edition of the California Plumbing Code. It is the wastewater connection between the building's wastewater facilities and a public sewer system. Sewer lateral between the buildings and the connection to the public sewer are owned and maintained by the property owner served by the lateral.

The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

(Rev. 10/11)

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED
CLAIM NO.
DEPT.

6/20/16
200C 118
PH

SUBMIT TO:

CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE OCCURANCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: ABRAHAM SANDOVAL

Date of Birth: 05-31-1990 Social Security No.: _____

Home address of claimant: 10247 Eglise Ave

City: Downey State: CA Zip Code: 90241 Telephone No.: 562 307 0266

Give address to which you desire notice or communication to be sent regarding this claim: _____

5522 ATLANTIC BLVD City: MAYWOOD State: CA Zip Code: 90270

Date of Accident: _____ Time: AM _____ PM _____

Place of Accident: 11165 Louise Ave, Lynwood

How did damage or injury occur? (Give full details)

see attachment

Were Sheriffs at the scene? Yes _____ No File No. (if known): _____

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: see attachment

Give total amount of claim (include estimate amount of any prospective injury or damage): _____
see attachment

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)
Please attach two original estimates.

see a Backsheet

Expenditures made on account of accident or injury (date and item): _____

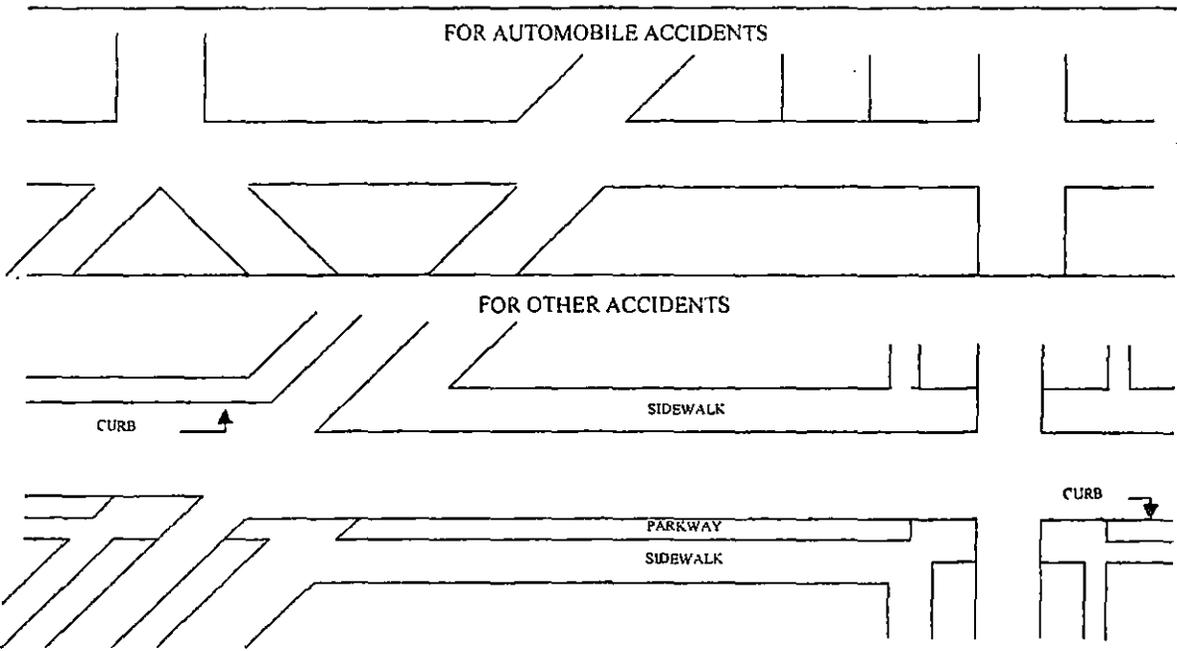
Name of address of witnesses, doctors and hospitals: _____

PLEASE READ THE FOLLOWING CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distance to street corners.

If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

[Handwritten Signature]
SIGNATURE

6/17/10
DATE

1 City of Lynwood
2 11330 Bullis Road
3 Lynwood, CA 90262
4
5

6 June 17th, 2016
7

8 **DEMAND TO RECOVER COSTS**

9 This notice is sent pursuant to Cal. Gov. Code § 835 et seq. Mr.
10 Sandoval is asking that the City of Lynwood immediately repair/replace the
11 lateral street sewer line feeding Mr. Sandoval's property. As set forth
12 below, upon information and belief, the lateral sewer line has been
13 compromised by City-owned trees along the sidewalk of Louise Avenue. Upon
14 information and belief, these trees' roots have entered the lateral sewer
15 line and are causing a sewer blockage, a blockage that has since caused the
16 flooding of Mr. Sandoval's property several times and caused him to expend
17 significant costs which will be ongoing if the City of Lynwood does not
18 immediately remedy the situation.

19 **I. STATEMENT OF FACTS**

20 Abraham Sandoval ("Sandoval") is the owner of the real property located
21 at 11165 Louise Ave., Lynwood CA 90262 (the "Property"). The Property
22 encompasses a 3 bedroom, 2 bathroom single family residence. The Property is
23 currently being rented to Cesar and Yesenia Flores (collectively hereinafter,
24 the "Flores").

25 On Friday, June 3th, 2016, Cesar Flores contacted Sandoval to advise
26 him that there was water which was flooding the laundry room area from a
27 floor drain, and also flooding from a toilet in a neighboring a bathroom.
28

1 That same day, Sandoval hired, The Home Plumbers ("HP"), a licensed
2 plumbing company to ascertain the problem. On June 4th, 2016, HP ran a 3-
3 inch hydrojetter through the ABS sewage lines of the Property. After
4 cleaning out any residual matter in the ABS piping of the Property, HP
5 conducted a camera inspection by inserting a camera feed through a cleanout
6 of the Property's sewage pipes. HP was able to run the camera feed
7 throughout the Property's sewage lines and determined there was no issues
8 with the sewage lines on the Property. HP ran the camera feed into the
9 lateral connection owned by the City of Lynwood (the "City") where the feed
10 was ultimately unable to proceed deeper into the sewer lines due to what
11 appeared to be tree root blockage. HP advised Sandoval that the reason for
12 the flooding of the Property, was due to the roots of large trees on City-
13 owned, side-strips abutting the sidewalk and the Property.

14 Because HP was unable to proceed any further due to the blockage--and
15 the urgent need of the Flores' to use restroom, washroom, and sink
16 facilities--Sandoval hired Uriel Castillo, handyman services ("Castillo"),
17 who dug a five-foot hole on the Property to open up the sewer connection
18 between the Property and the main City sewer line. Sandoval rented a drain
19 cleaner for Castillo to attempt to clean out the blockage. Castillo ran the
20 drain cleaner line and was able to clear out remnants of what appear to be
21 tree roots from the City main line. Nevertheless, Castillo was unable to
22 proceed any further.

23 II. REQUEST/NOTICE PURSUANT TO § 835.2

24 On or about June 5th, 2016, Sandoval sent notice pursuant to Cal. Gov.
25 Code § 835 et seq. advising the City to remedy the issue. Sandoval left open
26 a hole on his Property for the City to conduct their own inspection and
27 confirm Sandoval's findings. Sandoval requested that the City immediately
28 remedy this issue by repairing/replacing the compromised sewer lines and

1 removing the City-owned trees and roots that have, and will continue to
2 compromise the sewer lines--and which are also trespassing into Sandoval's
3 property.

4 **III. CITY FAILED TO REMEDY ISSUE AND THUS RESULTED IN ANOTHER**
5 **FLOODING TO SANDOVAL'S PROPERTY.**

6 On June 11, 2016, Sandoval was advised by the Flores' that the Property
7 had flooded again. Sandoval contacted Castillo once again, who agreed to
8 inspect the property on June 12, 2016. On June 12, 2016, Castillo dug a
9 deeper hole and opened up the sewer lateral to discover additional tree roots
10 and blockage. Sandoval immediately contacted the City's emergency "Water and
11 Street Duty Man" and apprised him of the situation. That same day on June
12 12, 2016, dutyman Jose Ramos ("Ramos") came to the site and determined that
13 the street's main line was functioning properly. When Ramos checked the
14 lateral connecting Sandoval's Property to the City's main sewer line, Ramos
15 corroborated Sandoval's suspicions that the City's tree roots had entered the
16 lateral and compromised Sandoval's sewer connections. Ramos took a series of
17 photographs to show to his supervisors.

18 **IV. DAMAGES**

19 Sandoval requests to be reimbursed for the amount of damages as a
20 result of the sewer stoppage, including but not limited to: plumber costs,
21 handyman costs, equipment rental, credits to tenant, camera inspections,
22 hydro-jetter costs, plumbing supplies, etc.

23 **V. DEMAND TO REMOVE CITY TREES**

24 As part of this Demand to Recover Costs, Sandoval also requests the
25 City remove the City-owned tree(s) along the front of Sandoval's Property
26 abutting the sidewalk.

27 If the City does not remedy this issue immediately, Sandoval
28 anticipates future costs including but not limited to: (1) the costs of

1 having to relocate the Flores' in the event the bathroom facilities are not
2 functional as a result of the City's sewer blockages and any future
3 subsequent flooding; (2) lost rent; and (3) additional repairs costs.
4 Moreover, Sandoval anticipates further costs in repairing floors, walls, and
5 other defects as a result of flooding(s) if the City fails to immediately
6 remedy the situation.

7
8 Respectfully,

9
10 Abraham Sandoval
11 5522 Atlantic Blvd
12 Maywood, CA 90270
13 (562) 307-0266
14 abraham.sandovaljr@lls.edu

15 **Exhibits:**

- 16 A: Photograph--City Tree Roots
17 B: Photograph--City-Owned Trees
18 C: Cost Break-Down
19 D: Photograph--City Dutyman Identifies Tree Roots
20 E: Text from Flores'

PROOF OF SERVICE

By Email & First Class Mail

Yolanda Delgadillo
Human Resources Department
11330 Bullis Road
Lynwood, CA 90262
ydelgadillo@lynwood.ca.us

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Ekhi's - A



Louise Ave
Lynwood, California

Street View - Jul 2015

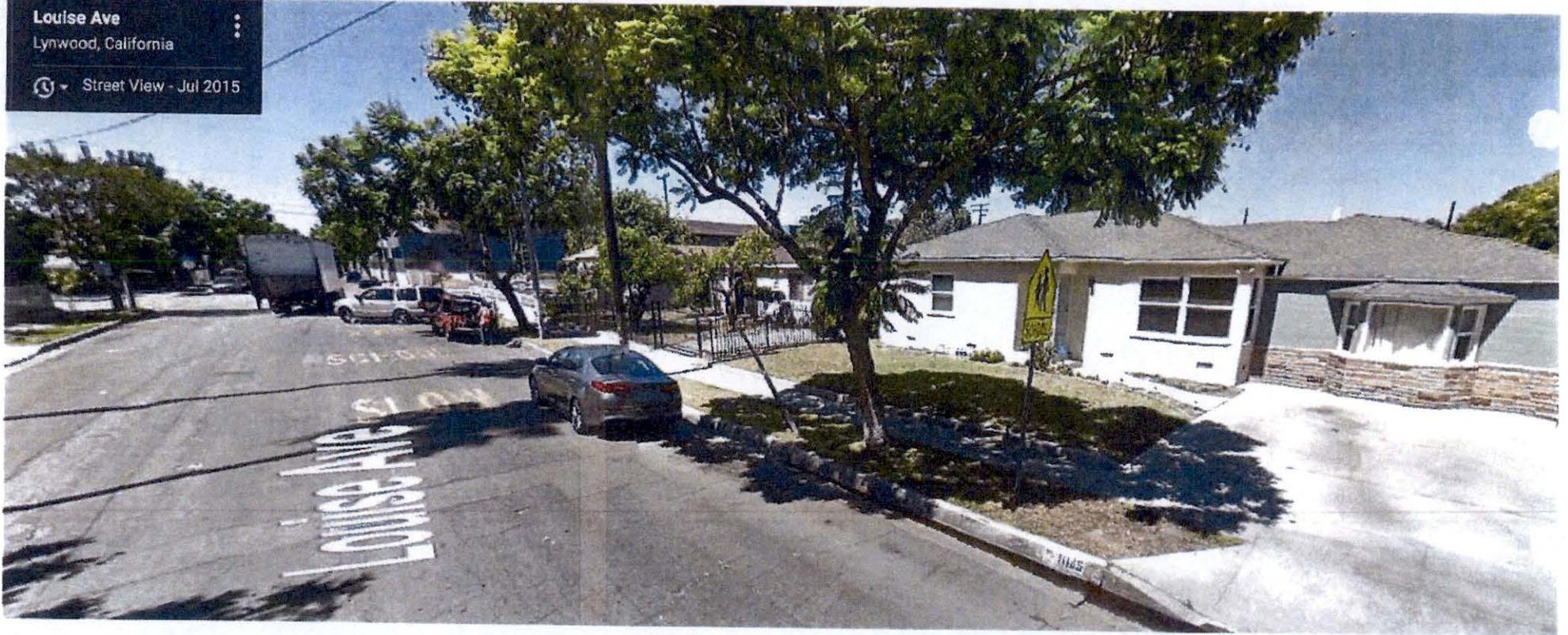
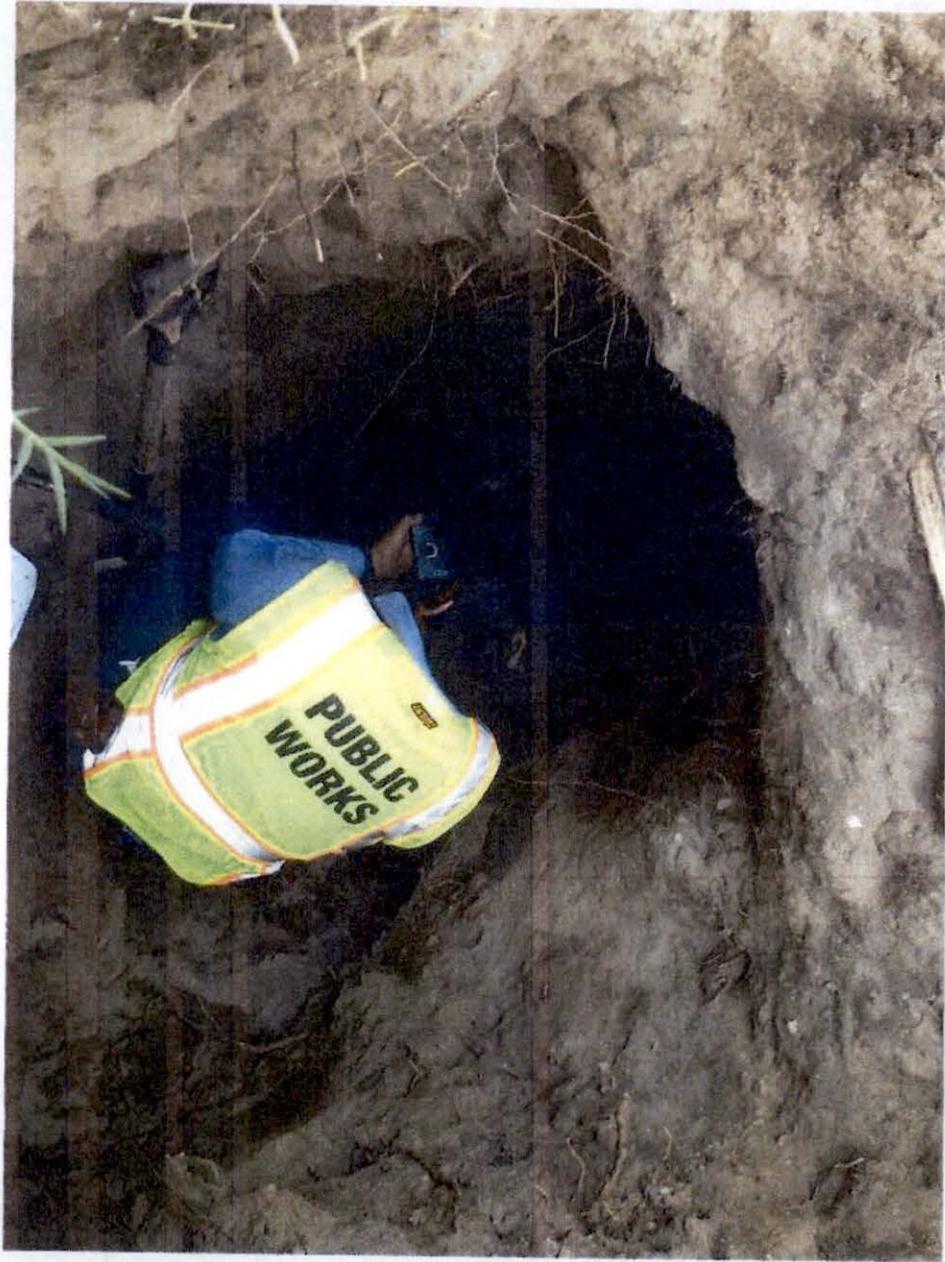


Exhibit B

Exhibit C

Expense	Date Incurred	Amount	Payee
Credit to Tenant for Flooding	6/12/16	\$ 500.00	Cesar Flores
Replacement piping, glue, etc.	6/12/16	\$ 143.27	Home Depot
Handyman Labor Services	6/12/16	\$ 450.00	Uriel Castillo Handyman Services
Handyman Labor Services	6/11/16	\$ 500.00	Uriel Castillo Handyman Services
Credit to Tenant for Flooding	6/5/16	\$ 300.00	Cesar Flores
Wood Board to Cover hole	6/5/16	\$ 21.06	Home Depot
Rooter Machine Rental	6/5/16	\$ 67.83	Home Depot
HydroJetter & Camera Inspection	6/4/16	\$ 300.00	The Home Plumbers
Handyman Labor Services	6/4/16	\$ 500.00	Uriel Castillo Handyman Services
Plumbing materials	6/4/16	\$ 77.54	Home Depot
Totals		\$ 2,859.70	

Exh. 3.7 "D"



< Messages (1) (323) 571-8471 Details

Text Message
Friday 12:09 PM

Disculpa tengo un problema en la casa soy cesar

Estoy en courte no Te puedo llama asta cue salga, que paso?

En el baño y el cuarto de lavar se llenó de agua

Algo está tapado

Voy a manda a un plomero para que checkque

Ok lo más rápido posible

Exhibit 1



Send



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Salazar, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Denisha Smith

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Denisha Smith and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

Denisha Smith filed a claim on July 12, 2016 for an incident which occurred on July 7, 2016. Ms. Smith dropped off her daughter for open swim session at the Natatorium. An unknown person stole the cell phone of Ms. Smith's daughter after she left it in her backpack unsecured on a bench in the female locker room of the Natatorium. Ms. Smith seeks reimbursement of the Iphone 6S in the amount of \$700.00.

Discussion & Analysis:

Liability is doubtful in this matter. The City of Lynwood's Natatorium has posted signs throughout the pool that it is not responsible for lost or stolen items. The Natatorium has no lockers for the public to use. Before each session lifeguards announce that they don't have a female locker attendant on duty and to not leave belongings inside locker room. As they pay the cashier also reminds females not to leave their belongings inside the locker room due to no locker attendant on duty.

The City is not responsible for safeguarding the personal items of patrons which use the Natatorium. The City does not owe a duty to safeguard property from reasonably foreseeable criminal activities by third parties. In *Royal Neckwear Company vs. Century City Incorporated*, Court of Appeals, 4th District, 205-Cal. Appeal 3D 1146 the court held that "a entity has no duty to its tenants to safeguard their property from reasonably foreseeable criminal activity or damages."

AGENDA
ITEM

18

The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Recreation and Community Services Department
City Attorney

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED 7/12/16
CLAIM NO. 300 A104
DEPT. Recreation/Natatorium

FROM
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

ADMINISTRATOR
ADMINSURE
1470 S VALLEY VISTA DR, SUITE 230
DIAMOND BAR CA 91765

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

RECEIVED
CITY OF LYNWOOD

JUL 12 2016

Name of Claimant: Denisha Smith HUMAN RESOURCES & RISK MANAGEMENT

Date of Birth: 11-01-72 Social Security No.: _____

Home address of claimant: 11951 Longvale Ave

City: Lynwood State: CA Zip Code: 90262 Telephone No.: 562 826 4351

Give address to which you desire notice or communication to be sent regarding this claim: Same as above

City: _____ State: _____ Zip Code: _____

Date of Accident: July 07, 2016 Time: AM _____ PM Approx Between 3:03 + 4:30 pm

Place of Accident: Lynwood Natatorium Pool

How did damage or injury occur? (Give full details)

I dropped my daughter (Denia Edwards) to go swim, she stated their were no lockers to store her belongings & no one could tell her & her other family members where to leave her belongings, so she left her locked back pack on the bench in the locker room she returned approx. 4:30pm to check the time & found her locked backpack opened with her belongings thrown all over the locker room and her cell phone missing?

Were Sheriffs at the scene? Yes No File No. (if known): 916-10417-2112-387

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: Im claiming that there was no locker room attendant to monitor the locker room and the kids should of been instructed on what to do with their belongings

Give total amount of claim (include estimate amount of any prospective injury or damage): \$ 700.00
1 phone lcs

Report Information and Victims' Bill of Rights



CENTURY

Station

9116-10417-2112-387

Report Number

PETTY THEFT

Classification of Incident

07-07-16

Date

VALLOZZI

Deputy's Name

JIM McDONNELL, SHERIFF
Los Angeles County Sheriff's Department



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *[Signature]*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Carmencita Cooper

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Carmencita Cooper and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

On July 27, 2016, Ms. Cooper filed a claim for damages alleging property damage due to a tree branch that fell on her vehicle (1990 Acura Legend) on July 20, 2016. The vehicle was parked in front of 4705 Carlin in the City of Lynwood, CA. Ms. Renteria seeks \$1,076.20 for the repair of her vehicle.

Discussion & Analysis:

City records indicate that the tree in question received a full trim in January 15th and 19th of 2010. A grid pruning was performed in February 20, 2015 and a full grid trim was done on February 27, 2015. There are no prior indications that the tree was diseased or weakened. Prior to this date the City received no complaints regarding the tree.

The City takes the position that, pursuant to Government Code Section 835 the claimant must establish that the tree posed a dangerous condition at the time of the incident. A dangerous condition as defined in Government Code Section 830 is a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, risk of damage when property is used with due care in a manner in which it was reasonably foreseeable that it would be used.

In addition, the claimant must establish that the existence of the dangerous condition was created by the negligence of the City or an employee of the City was aware of the dangerous condition. There is no indication that the City had prior notice of a dangerous condition. There is no indication that the City had prior notice of a dangerous condition.

There is no indication that the City had prior notice of a dangerous condition.



The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED 2008/17
CLAIM NO. PW
DEPT. 7/27/10

FROM
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

ADMINISTRATOR
ADMINSURE
1470 S VALLEY VISTA DR, SUITE 230
DIAMOND BAR CA 91765

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: CARMENCITA COOPER -

Date of Birth: 12-31-1969 Social Security No.: _____

Home address of claimant: 4629 CARLIN AVE

City: Lynwood State: CA Zip Code: 90262 Telephone No.: _____

Give address to which you desire notice or communication to be sent regarding this claim: _____

4629 CARLIN AVE City: Lynwood State: CA Zip Code: 90262

Date of Accident: July 20th 2016 Time: AM _____ PM 5:36p

Place of Accident: CORNER OF HALO ST AND CARLIN AVE

How did damage or injury occur? (Give full details)
SEE ATTACH SHEET

Will explain all details.

Were Sheriffs at the scene? Yes _____ No File No. (If known): _____

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: NO City employee involved

Give total amount of claim (include estimate amount of any prospective injury or damage): _____
There are (2) estimates. See attachments.

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)
Please attach two estimates.

See attached forms will specify.

Expenditures made on account of accident or injury (date and item): _____

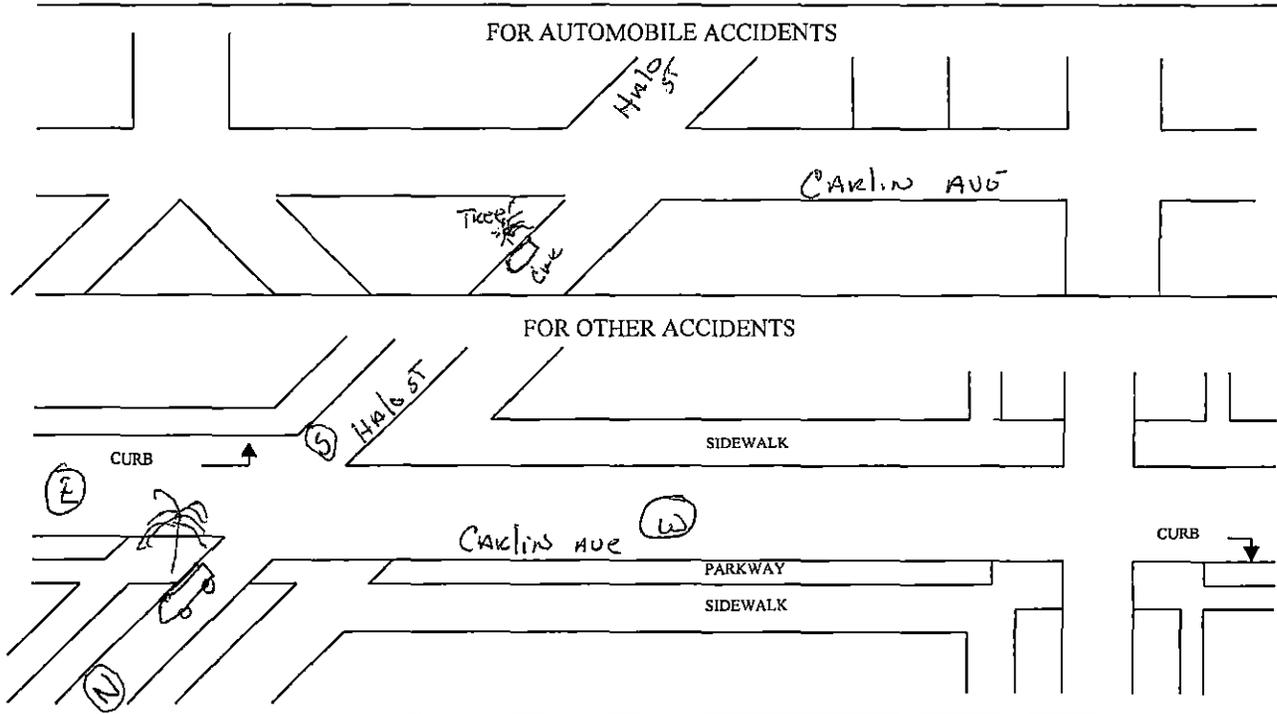
Name of address of witnesses, doctors and hospitals: _____

PLEASE READ THE FOLLOWING CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distance to street corners.

If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Carmenita Lopez
SIGNATURE

7/27/16
DATE

July 20, 2016

Wednesday 17:36 pm

4629 Carlin Ave, Lynwood ca

90262

Accident: on Halo st and Carlin ave

Wednesday afternoon after I (Phillip Benton) got out the shower and got dress, I was laying on my bed, which was between 5:30 & 5:35 pm. I heard a crash like somebody hit a car, so I jumped up and looked out my window, and as soon as I was looking out my window, my daughter (Jenice Benton) ran into my room and said, daddy the tree fell on the car. I hurry up outside to see for myself, and sure enough there was apart of the tree on my car. My daughter and I started taking pictures of the damages.

At that time, which was 5:36 / 5:38 pm, my neighbor came out her house to see what happen, because she heard the same crash, and seen the tree on my car. So she told me to car the city asap to report on what happen, which I did. Then my neighbor told me that she been calling the city for years to come and remove the tree from the side of her house, and she told me that Lynwood will not remove it because it's still alive, but parts of the tree keeps falling off of it.

After talking to the receptionist from the city, she sent out a crew to remove the tree from my car and took pictures and file the report. Eddie (city worker) told me to wait until Monday to go put a claim to the city on what happen, because the Manager wasn't going to be in the office on Thursday and Friday the City department is closed.

CALIFORNIA COMMERCIAL DRIVER LICENSE

DL **A3581945**

EXP **12/31/2019** CLASS B
END P

LN **COOPER**
FN **CARMENCITA**
PO BX **94483**
PASADENA, CA **91109**

DOB **12/31/1969**

RSTR CORR LENS
E

SEX **F** HAIR **BLK** EYES **BRN**
HGT **5-02"** WGT **168LB**

DD **12/17/2014** ISS **12/17/2014**

12311969

Carmencita Cooper

AUTO 02/12/2016 TO 02/12/2017 REGISTRATION VALID FROM TYPE LICENSE NUMBER
11 6NXU343

VEHICLE IDENTIFICATION NUMBER
JH4KA3262LC018381

DATE FIRST SOLD
00/00/1991

CLASS
AF

MAKE
ACURA

Yr. Model
1990

DATE ISSUED
04/06/2016

CYLS.	TYPE VEH.	MP	AX	WC	UNLADEN/GCW	TOTAL FEES PAID
	120	G				\$116

1900

REGISTRAR

COOPER, CARMENCITA
PO BX 94483
PASADENA CA 91109-4483

LINEHOLDER

0



R0070
L0004

CN0032920160207

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

C 4710489

SU AUTO BODY & PAINT

Workfile ID:

35d72dd4

7342 E. ROSECRANS AVENUE, PARAMOUNT, CA
90723**Preliminary Estimate****Customer:** philly**Job Number:**Insured: philly
Type of Loss:
Point of Impact: 06 RearPolicy #:
Date of Loss:Claim #:
Days to Repair: 0**Owner:**
philly**Inspection Location:**
SU AUTO BODY & PAINT
7342 E. ROSECRANS AVENUE
PARAMOUNT, CA 90723
Repair Facility**Insurance Company:****VEHICLE**

1999 ACUR CL 2.3L 2D CPE 4-2.3L-FI

VIN: Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: Mileage Out:
State: Production Date: Condition: Job #:**TRANSMISSION**Automatic Transmission
Overdrive**POWER**Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat**DECOR**Dual Mirrors
Body Side Moldings
Console/Storage**CONVENIENCE**Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
AlarmClimate Control
Home Link**RADIO**AM Radio
FM Radio
Stereo
Search/Seek
CD Player**SAFETY**Drivers Side Air Bag
Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

ROOF

Electric Glass Sunroof

SEATSBucket Seats
Leather Seats**WHEELS**

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

Preliminary Estimate

Customer: philly

Job Number:

1999 ACUR CL 2.3L 2D CPE 4-2.3L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2	*	Rpr Bumper cover				2.0	2.8
3		Add for Clear Coat					1.1
4		TRUNK LID					
5	*	Rpr Trunk lid				2.0	2.3
6		Add for Clear Coat					0.9
7		Repl Nameplate "2.3CL"	75731SY8A10	1	20.00	0.2	
8		Repl Emblem "A"	75701SY8A00	1	21.40	0.2	
9		Repl Nameplate "ACURA"	75722SY8A00	1	21.40	0.2	
10		BACK GLASS					
11		Repl Reveal molding	73250SY8A01	1	62.95	Incl.	
open		Repl Back glass Acura	73210SY8A00	1	693.13	2.5	
SUBTOTALS					818.88	7.1	7.1

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			818.88
Body Labor	7.1 hrs @	\$ 46.00 /hr	326.60
Paint Labor	7.1 hrs @	\$ 46.00 /hr	326.60
Subtotal			1,472.08
Sales Tax	\$ 653.20 @	9.0000 %	58.79
Grand Total			1,530.87
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,530.87

IN BUSINESS SINCE '58

STATE LICENSE # 10237

THANK YOU FOR LETTING US SERVE YOU

Date: 7/26/2016 11:43 AM
 Estimate ID: 11784
 Estimate Version: 0
 Preliminary
 Profile ID: Mitchell

Chrismark Enterprises Inc.

DBA Earl Sheib of Bellflower
 17115 Lakewood Blvd., Bellflower, CA 90706
 (562) 634-5650
 Fax: (562) 268-1115

Damage Assessed By: RON J
 Classification: None

Deductible: UNKNOWN

Owner: Carmencita Cooper
 Address: 4629 carlin ave, lynwood, CA 90262
 Telephone: Home Phone: (310) 627-9216

Cell Phone: (310) 756-9422

Mitchell Service: 917703

Description: 1990 Acura Legend LS
 Body Style: 2D Cpe
 License: 6NXV343
 OEM/ALT: O
 Options: AUTOMATIC TRANSMISSION

Drive Train: 2.7L Inj 6 Cyl 4A

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	724950	GLS	REMOVE/REPLACE	Back Window Glass	73211-SG0-A00	d1097.43	2.0 #
2	724970	GLS	REMOVE/REPLACE	Back Window Glass W/Strip	73225-SG0-000	d41.23	
3	733590	BDY	REMOVE/REPLACE	High Mount Stop Lamp Assembly	ORDER FROM DEALER	d131.03	0.6
4	900500	REF *	ADD'L LABOR OP	Hzarardous Waste Disposal	Sublet	25.00 *	0.0*
5	900500	REF *	ADD'L LABOR OP	VALUE CAR PREPERATION	Sublet	199.00 *	0.0*
6				MACHINE AND HAND SAND			
7				CHEMICALLY CLEAN EXTERIOR			
8				AIR BLOWN DUST REMOVAL			
9	900500	REF *	ADD'L LABOR OP	SILVER SERVICE	Sublet	470.99 *	0.0*
10	936008		ADD'L COST	Paint/Materials		29.00 *	

* - Judgment Item
 # - Labor Note Applies
 d - Discontinued by the Manufacturer

ESTIMATE RECALL NUMBER: 07/26/2016 11:42:48 11784
 Mitchell Data Version: OEM: MAY_16_V

Software Version: 7.1.203

Copyright (C) 1994 - 2016 Mitchell International
 All Rights Reserved

Page 1 of 2

Estimate Totals

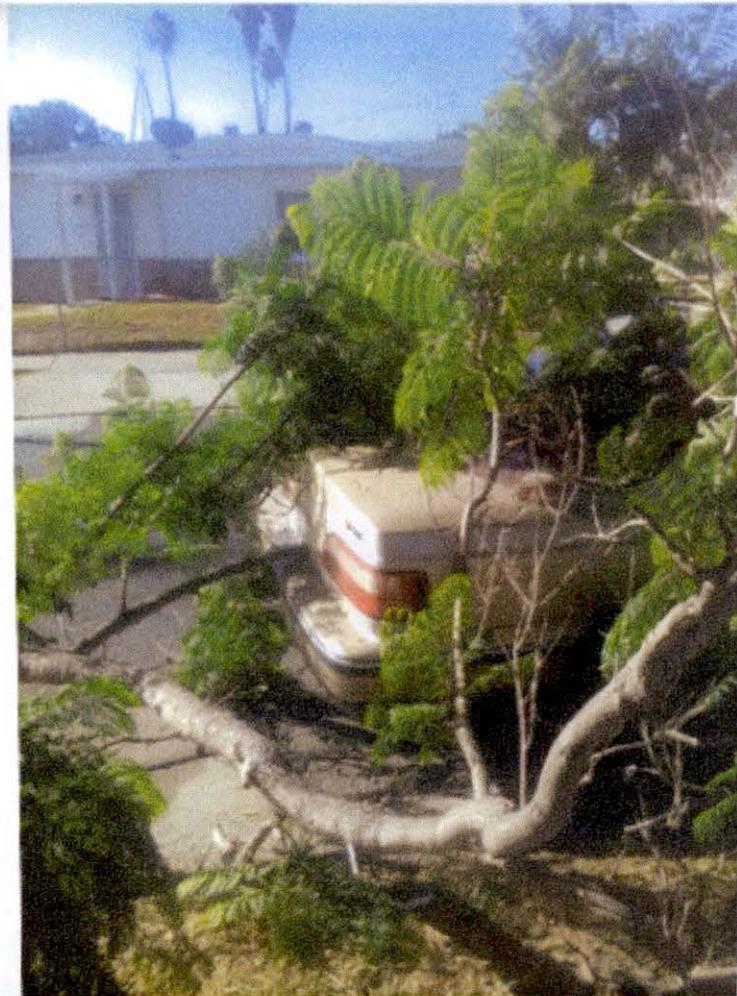
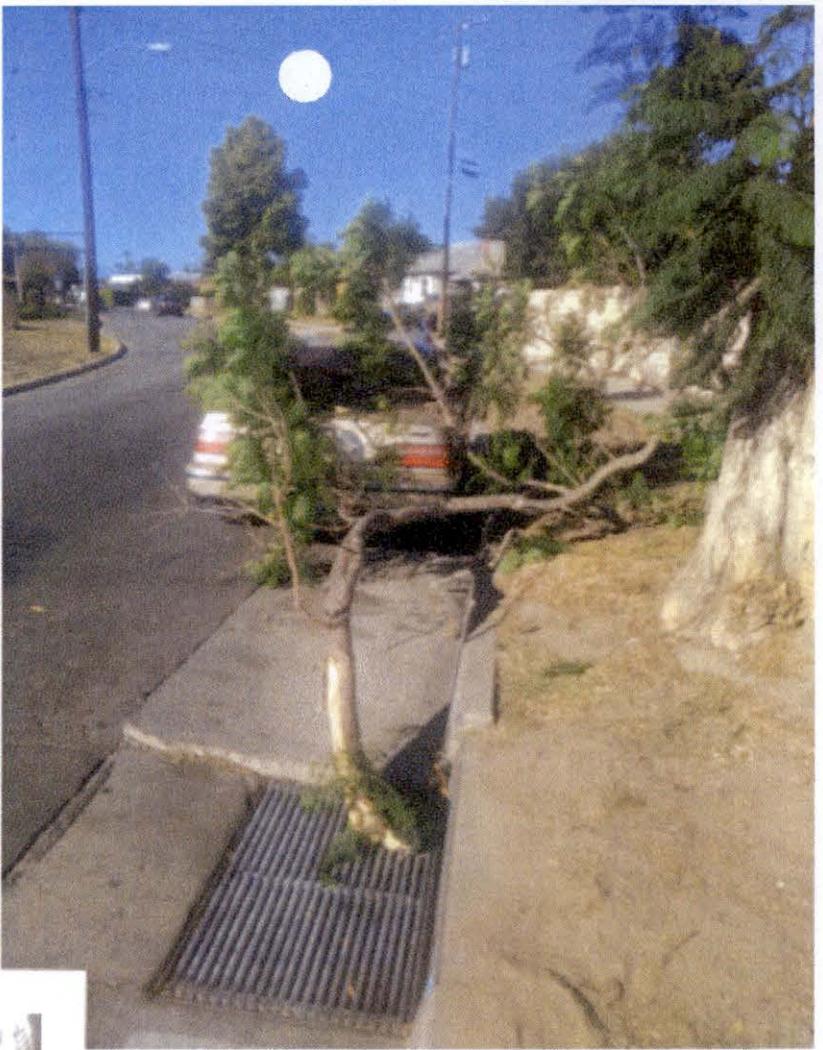
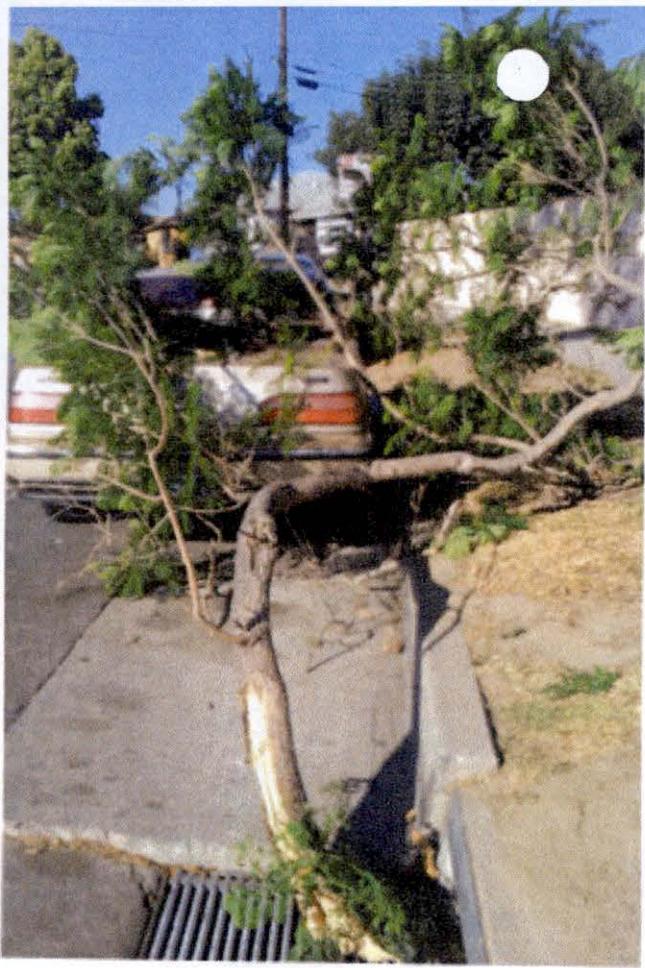
I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	0.6	48.00	0.00	0.00	28.80	Taxable Parts	1,269.69
Refinish	0.0	48.00	0.00	694.99	694.99	Sales Tax @ 9.000%	114.27
Glass	2.0	48.00	0.00	0.00	96.00		
Non-Taxable Labor					819.79	Total Replacement Parts Amount	1,383.96
Labor Summary	2.6				819.79		
III. Additional Costs						IV. Adjustments	
					Amount		Amount
Taxable Costs					29.00	Customer Responsibility	0.00
Sales Tax @ 9.000%					2.61		
Total Additional Costs					31.61		
						I. Total Labor:	819.79
						II. Total Replacement Parts:	1,383.96
						III. Total Additional Costs:	31.61
						Gross Total:	2,235.36
						IV. Total Adjustments:	0.00
						Net Total:	2,235.36

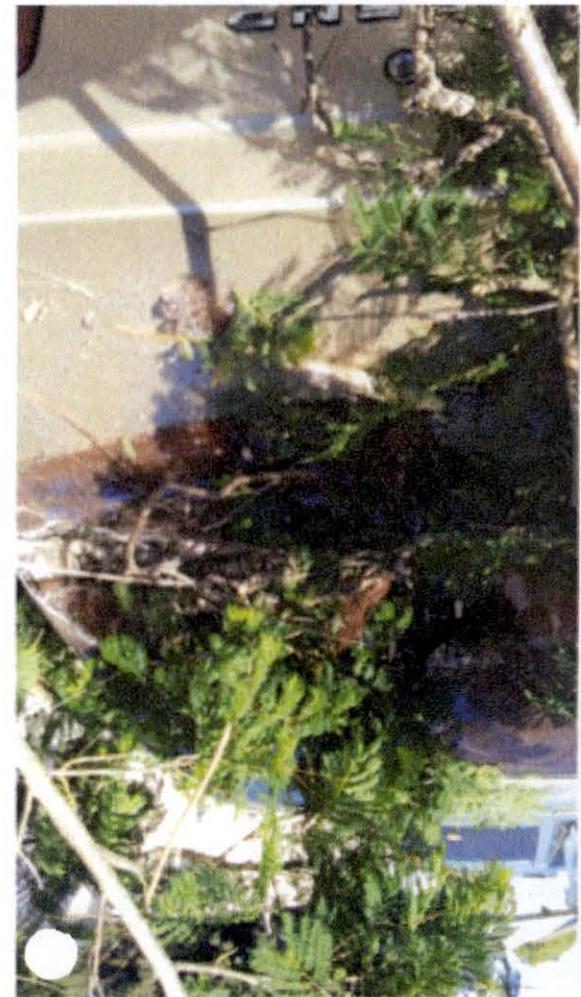
This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

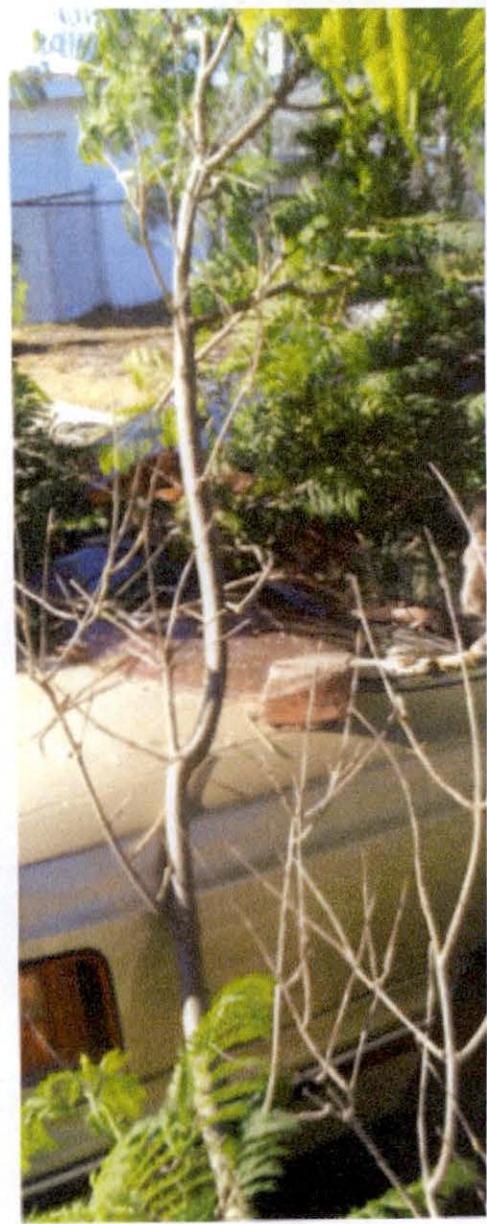
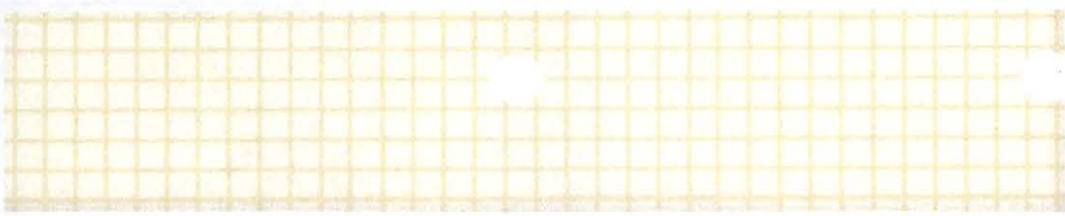
NOTICE TO CUSTOMERS;

The best time to have your car's surface repaired is before you have it painted. Our new paint looks great but may accentuate unrepaired areas. Our paint will not hide existing defects such as dents, nicks, chips, scratches, laquer checking, peeling, rust, and decals.

ESTIMATE EXPIRES 10 DAYS AFTER DATE.









AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Ana Pacheco

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Ana Pacheco and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

On August 2, 2016, Ms. Pacheco filed a claim for damages alleging property damage due to a tree branch that fell on her vehicle (2012 Nissan Quest) on July 26, 2016. The vehicle was parked in front of 10810 Capistrano in the City of Lynwood, CA. Ms. Pacheco seeks 2,046.76 for the repair of her vehicle.

Discussion & Analysis:

City records indicate that the tree in question received a grid pruning in April 1, 2016. Prior to this date the City received a request that the tree be trimmed on July 6, 2015. Another request for the removal of a branch upon a vehicle was made on November 16, 2015.

The City takes the position, that pursuant to Government Code Section 835 the claimant must establish that the tree posed a dangerous condition at the time of the incident. A dangerous condition as defined in Government Code Section 830 is a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, risk of damage when property is used with due care in a manner in which it was reasonably foreseeable that it would be used.

In addition, the claimant must establish that the existence of the dangerous condition was created by the negligence of the City or an employee of the City was aware of the dangerous condition. There is no indication that the City had prior notice of a dangerous condition.



The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

(Rev. 10/11)

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED
CLAIM NO.
DEPT.

8/2/16
200 B117
PW

RECEIVED
CITY OF LYNWOOD

AUG 02 2016

SUBMIT TO:
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

HUMAN RESOURCES &
RISK MANAGEMENT

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (Gov. Code, Sec. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE OCCURANCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: ANA PACHECO

Date of Birth: 10-30-77 Social Security No.:

Home address of claimant: 10812 Capistrano Ave

City: LYNWOOD State: CA Zip Code: 90262 Telephone No.: 323-921-8107

Give address to which you desire notice or communication to be sent regarding this claim:

10812 Capistrano City: LYNWOOD State: CA Zip Code: 90262

Date of Accident: 7-26-16 Time: AM 12:50 PM

Place of Accident: ON STREET IN FRONT OF 10810 Capistrano

How did damage or injury occur? (Give full details)

MICARRO ESTABA PARQUIADO EN FRENTE DE 10810
CAPISTRANO CUANDO LE CALLO LA RAMA

Were Sheriffs at the scene? Yes No File No. (If known):

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: LA RAMA DEL ARBOL
EE CALLO FALTA DE MANTENIMIENTO

Give total amount of claim (include estimate amount of any prospective injury or damage):

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)
Please attach two original estimates.

Expenditures made on account of accident or injury (date and item): _____

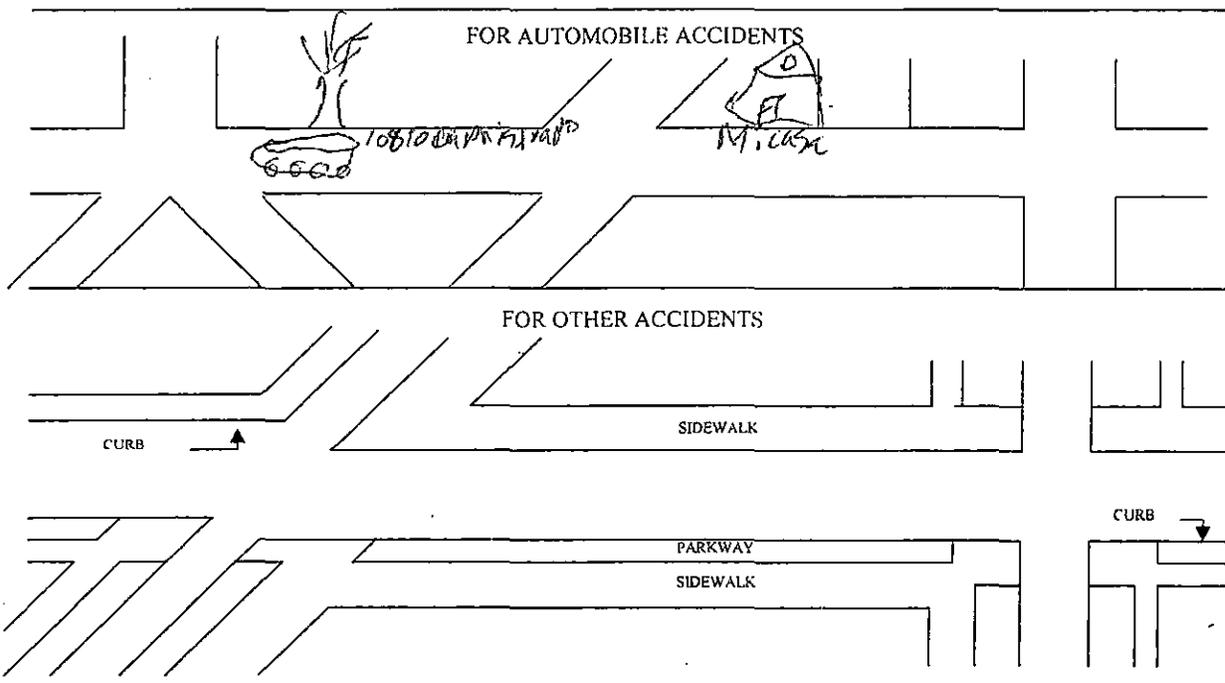
Name of address of witnesses, doctors and hospitals: _____

PLEASE READ THE FOLLOWING CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distance to street corners.

If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

[Handwritten Signature]
SIGNATURE

8.2.16
DATE



Pacific Elite Downey West

Pacific Elite Collision Centers
7900 Firestone Blvd, Downey, CA 90241
Phone: (562) 923-2000
FAX: (562) 923-1498

Workfile ID: dac1b2f8
Federal ID: 45-4025224
State ID: 3427177
Resale Number: SR AA 102-167531
State EPA: CAL00370699
BAR: ARD00268117

Preliminary Estimate

Customer: PACHECO, MILTON

Written By: Eddie Gonzales Jr

Insured: PACHECO, MILTON
Type of Loss:
Point of Impact: 13 Rollover

Policy #:
Date of Loss:

Claim #:
Days to Repair: 10

Owner:
PACHECO, MILTON
11116 POPE AVE
LYNWOOD, CA 90262
(323) 350-7229 Cell

Inspection Location:
Pacific Elite Downey West
7900 Firestone Blvd
Downey, CA 90241
Repair Facility
(562) 923-2000 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

2012 NISS QUEST SV 4D VAN 6-3.5L-FI gray

VIN: JN8AE2KP5C9048819
License: 6XMZ036
State: CA

Interior Color:
Exterior Color: gray
Production Date: 6/2012

Mileage In: 33,821
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Wood Interior Trim

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera w/Parking Sensors

Dual Power Sliding Doors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands-Free Device

SEATS

Cloth Seats
3rd Row Seat
Captain Chairs (4)

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler

Get live updates at www.carwise.com/e/SRU89

Preliminary Estimate

Customer: PACHECO, MILTON

2012 NISS QUEST SV 4D VAN 6-3.5L-FI gray

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover				2.1	
3		FRONT LAMPS					
4	R&I	RT R&I headlamp assy				0.3	
5		FENDER					
6	Bind	RT Fender w/16" wheels					1.3
7	R&I	RT Ft fender liner				Incl.	
8	R&I	RT Rr fender liner				0.2	
9	R&I	RT Lower molding silver				0.3	
10		ELECTRICAL					
11	R&I	Satellite ant w/o DVD system				0.9	
12	R&I	Cover titanium beige				0.1	
13		ROOF					
14	*	Rpr Roof panel w/o roof rack w/o satellite				12.0	3.8
15		Add for Clear Coat					1.5
16	Repl	RT Drip molding	738521JA1A	1	266.95	0.9	
17	R&I	LT Drip molding				0.9	
18	R&I	R&I headliner				2.8	
19		PILLARS, ROCKER & FLOOR					
20	R&I	RT Vent glass Nissan				1.1	
21	#	Repl Urethane Kit		1	25.00 T		
22		FRONT DOOR					
23	*	Rpr RT Outer panel S, SV				2.0	2.3
24		Overlap Major Adj. Panel					-0.4
25		Add for Clear Coat					0.4
26	Repl	RT Window molding	802821JA0B	1	119.35	0.3	
27	Repl	RT Belt molding	808201JA1B	1	105.35	0.3	
28	Repl	RT Applique	802D21JA1A	1	63.96	0.2	
29	R&I	RT Lower molding silver				0.6	
30	Repl	RT Mirror assy w/o memory	963011JA1C	1	269.78	0.6	
31	Repl	RT Mirror cover	K63731LB0A	1	94.64	0.2	0.5
32		Overlap Minor Panel					-0.2
33		Add for Clear Coat					0.1
34	Repl	RT Trim cover	K63121JA0A	1	37.33		
35	R&I	RT Handle, outside				0.5	
36	R&I	RT R&I trim panel				0.6	
37	#	Color Tint		1		0.5	
38	#	Color Sand & Buff		1		1.5	
39	#	Hazardous Waste		1	3.00 X		
40	#	Flex Additive		1	8.00 T		
41	#	Cover Car		1	10.00 X	0.5	
SUBTOTALS					1,003.36	29.4	9.3

Preliminary Estimate

Customer: PACHECO, MILTON

2012 NISS QUEST SV 4D VAN 6-3.5L-FI gray

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				957.36
Body Labor	29.4 hrs	@	\$ 45.00 /hr	1,323.00
Paint Labor	9.3 hrs	@	\$ 45.00 /hr	418.50
Paint Supplies	9.3 hrs	@	\$ 32.00 /hr	297.60
Miscellaneous				46.00
Subtotal				3,042.46
Sales Tax	\$ 1,287.96	@	9.0000 %	115.92
Grand Total				3,158.38

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]; **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

Preliminary Estimate

Customer: PACHECO, MILTON

2012 NISS QUEST SV 4D VAN 6-3.5L-FI gray

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARF3797, CCC Data Date 7/15/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

MAACO COLLISION REPAIR & AUTO PAINTING
11205 PARAMOUNT BLVD
DOWNEY, CA 90501
PHONE: 562.923.0884

*** PRELIMINARY ESTIMATE ***

07/28/2016 03:17 PM

Inspection

Inspection Date: 07/28/2016 03:18 PM

Inspection Type:

Repairer

Repairer: Maaco Collision Repair & Auto
Paint
Address: 11205 Paramount Blvd.
City State Zip: Downey, CA 90241
Email: 2580@maacola.com
License #: ARD281801

Contact:

Work/Day: (562)923-0884
Work/Day:

Regulation ID: CAL000390385

Vehicle

2012 Nissan Quest SV 4 DR Passenger Van
6cyl Gasoline 3.5
Continuously Variable Tr

Lic Expire:
Veh Insp#:
Condition:
Ext. Refinish: Two-Stage

VIN: JN8AE2KP5C9048819
Mileage Type: Actual
Code: Z6332B
Int. Refinish:

Options

1st Row LCD Monitor(s)
AM/FM CD Player
Anti-Lock Brakes
Carpeting
Dual Air Conditioning
Fog Lights
IPOD Control
Keyless Access System
Leather Steering Wheel
Overhead Console
Power Mirrors
Power Windows
Rear Heater
Rear Window Defroster
Side Airbags
Tachometer
Three Zone Climate Ctrl
Tire Pressure Monitor
USB Audio Input(s)
XM Satellite Radio

2nd Row Head Airbags
Alarm System
Auxiliary Audio Input
Center Console
Dual Airbags
Halogen Headlights
Illuminated Visor Mirror
Keyless Entry System
Lighted Entry System
Power Brakes
Power Mirrors
Privacy Glass
Rear Spoiler
Rear Window Wiper/Washer
Stability Cntrl Suspensn
Theft Deterrent System
Tilt & Telescopic Steer
Traction Control System
Velour/Cloth Seats

3rd Row Head Airbags
Aluminum/Alloy Wheels
Bucket Seats
Cruise Control
Dual Power Sliding Doors
Head Airbags
Intermittent Wipers
Keyless Ignition System
MP3 Decoder
Power Door Locks
Power Steering
Pwr Accessory Outlet(s)
Rear View Camera
Secnd Row Captain Chairs
Strg Wheel Radio Control
Third Seat (trucks)
Tinted Glass
Trip Computer
Wireless Phone Connect

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Body And Windshield										
1	L	83	13	Panel,Hood	Refinish 2.7 Surface 0.6 Two-stage setup 0.5 Two-stage				3.8	RF
2	E	151		Mldg,W/S Reveal Upper	727521JA0A	\$35.46			4.1	SM
Roof										
3	I	341		Panel,Roof	Repair				10.0*	SM
4	L	341		Panel,Roof	Refinish 4.8 Surface 1.0 Two-stage				5.8	RF
5	E	137		Mldg,Roof Drip LT	738531JA1A	\$242.32			INC	SM
6	E	138		Mldg,Roof Drip RT	738521JA1A	\$238.05			INC	SM
7	RI	486		Rail,Luggage Rack LT	R & I Assembly				0.5	SM
8	RI	487		Rail,Luggage Rack RT	R & I Assembly				0.5	SM
Front Doors										
9	E	250		Mldg,Front Door Belt RT	808201JA1B	\$91.96			0.3	SM
10	E	230		Mirror,Outer R/C RT	963011JA3C	\$264.96			0.9	SM
Quarter And Rocker Panel										
11	I	162	07	Panel,Bodyside Front RT	Repair				2.0*	SM
12	L	162		Panel,Bodyside Front RT	Refinish 4.9 Surface 1.0 Two-stage				5.9	RF
Manual Entries										
13	RI			remve install windshield	R & I Assembly				3.5*	SM*
				13 Items						
			MC	Message						
			07	STRUCTURAL PART AS IDENTIFIED BY I-CAR						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Gross Parts						\$872.75				
Paint & Materials				15.5 Hours @ \$30.00		\$465.00				
Parts & Material Total									\$1,337.75	
Tax on Parts & Material				@ 9.000%					\$120.40	
Labor										
			Rate	Replace Hrs	Repair Hrs	Total Hrs				
Sheet Metal (SM)			\$50.00	9.8	12.0	21.8	\$1,090.00			
Mech/Elec (ME)			\$85.00							
Frame (FR)			\$65.00							
Refinish (RF)			\$45.00	15.5		15.5	\$697.50			
Labor Total						37.3 Hours			\$1,787.50	
Gross Total									\$3,245.65	
Net Total									\$3,245.65	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 90501 Default
Rate Name Default

Audatex Estimating 7.0.813 ES 07/28/2016 05:45 PM REL 7.0.813 DT 04/01/2016
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3.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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REGISTRATION CARD VALID FROM: 09/08/2014 TO: 09/08/2015

MAKE YR MODEL YR 1ST SOLD VLF CLASS *YR TYPE VER TYPE LIC LICENSE NUMBER
NISS 2012 2012 EZ 2014 12S 11 6XMZ036

BODY TYPE MODEL MP MO VEHICLE ID NUMBER
SV G VW JN8AE2KP5C9048819

TYPE VEHICLE USE DATE ISSUED CC/ALCO DT FEE RECVD PIC STICKER ISSUED
AUTOMOBILE 09/23/14 19 09/23/14 2 S9416749

PR EXP DATE: 09/08/2014

REGISTERED OWNER

PACHECO MILTON
OR PACHECO ANA M
11116 POPE AVE

AMOUNT PAID
\$ 264.00

AMOUNT DUE AMOUNT RECVD
\$ 264.00 CASH :
CHCK : 264.00
CRDT :

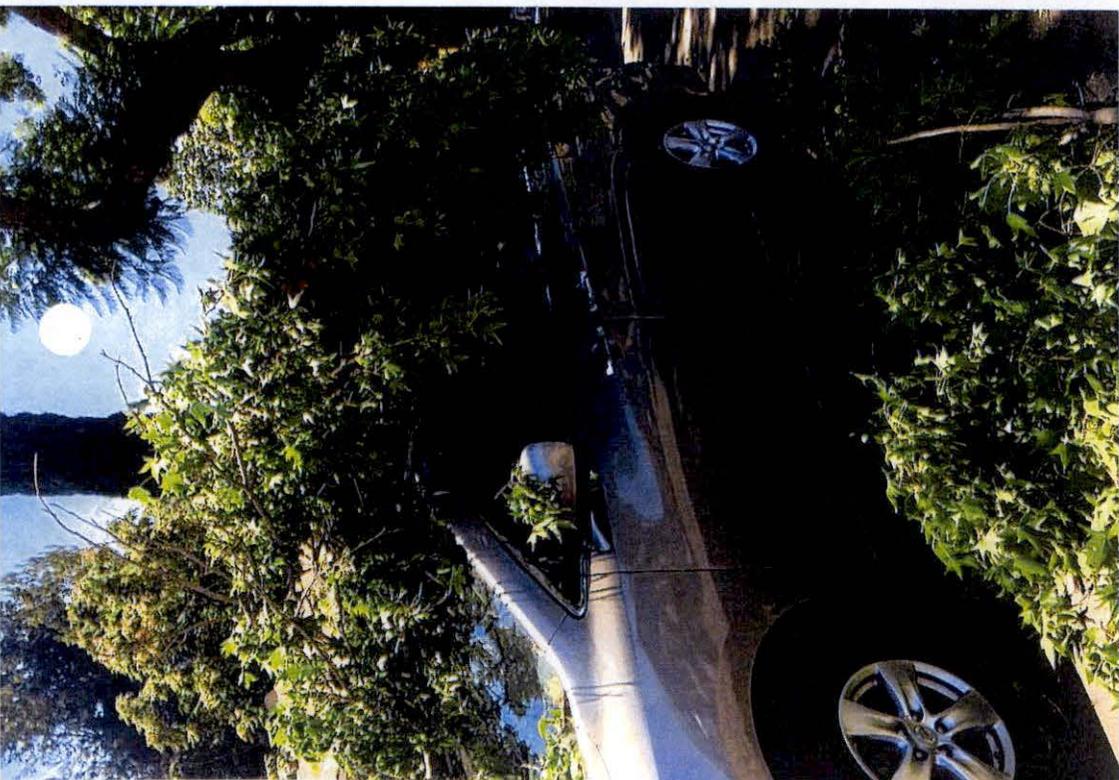
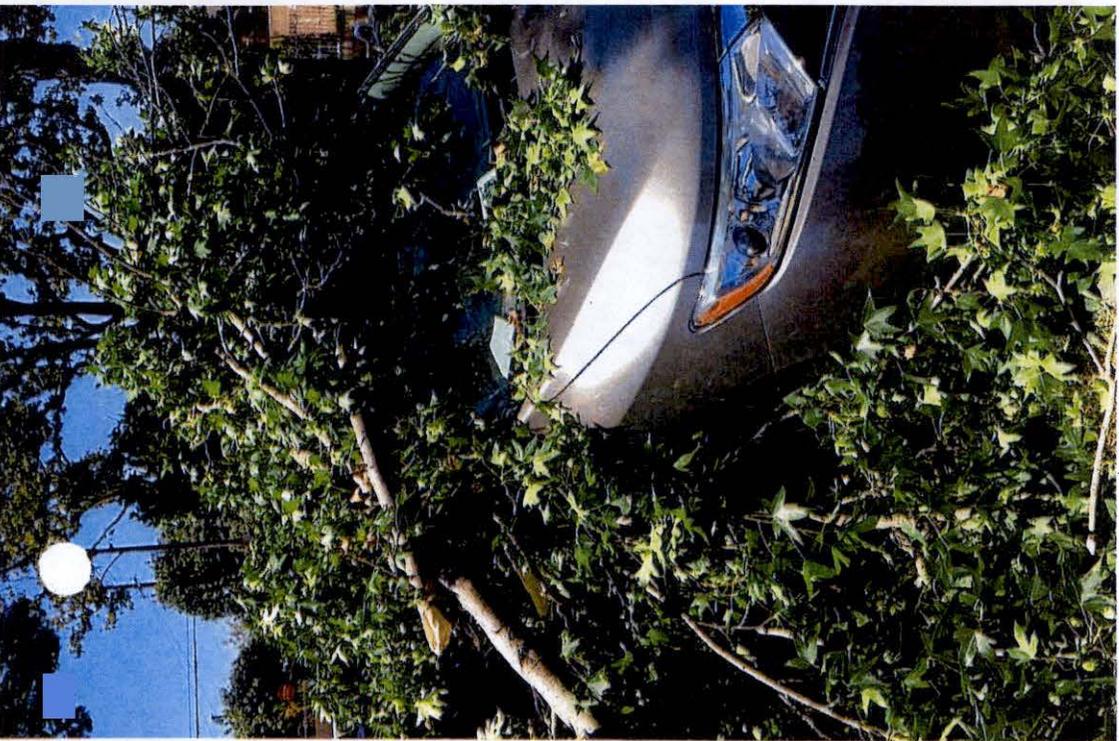
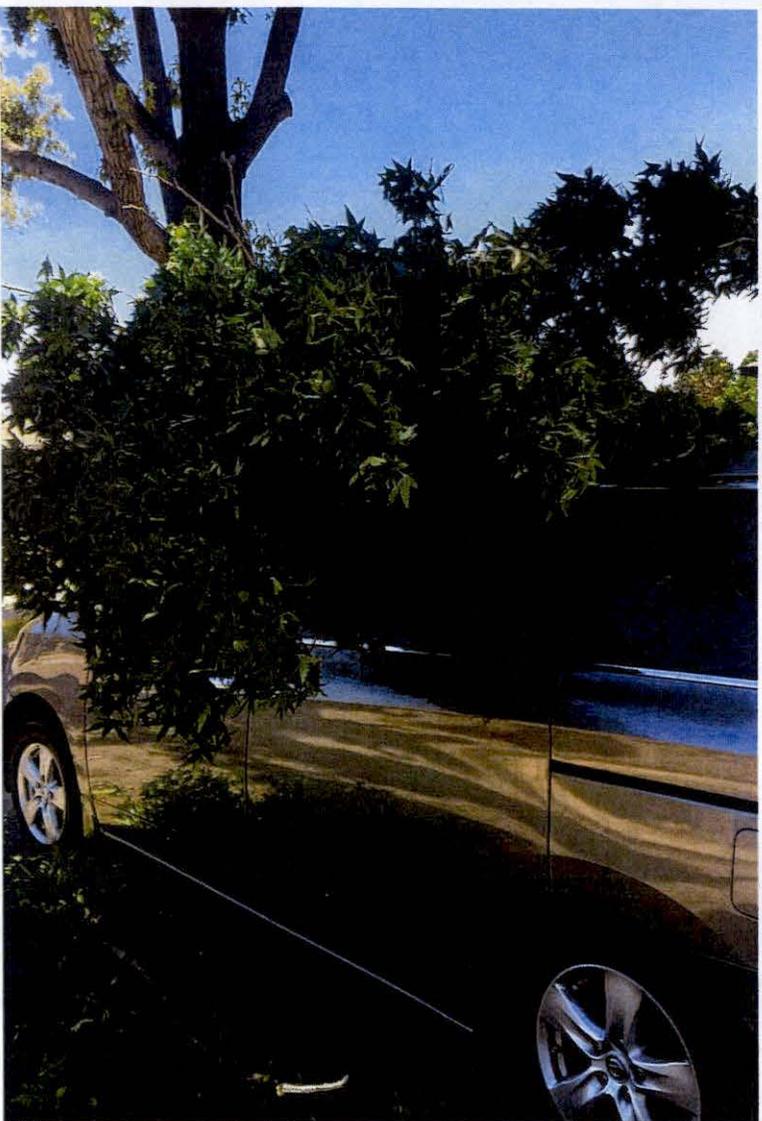
LYNWOOD
CA 90262

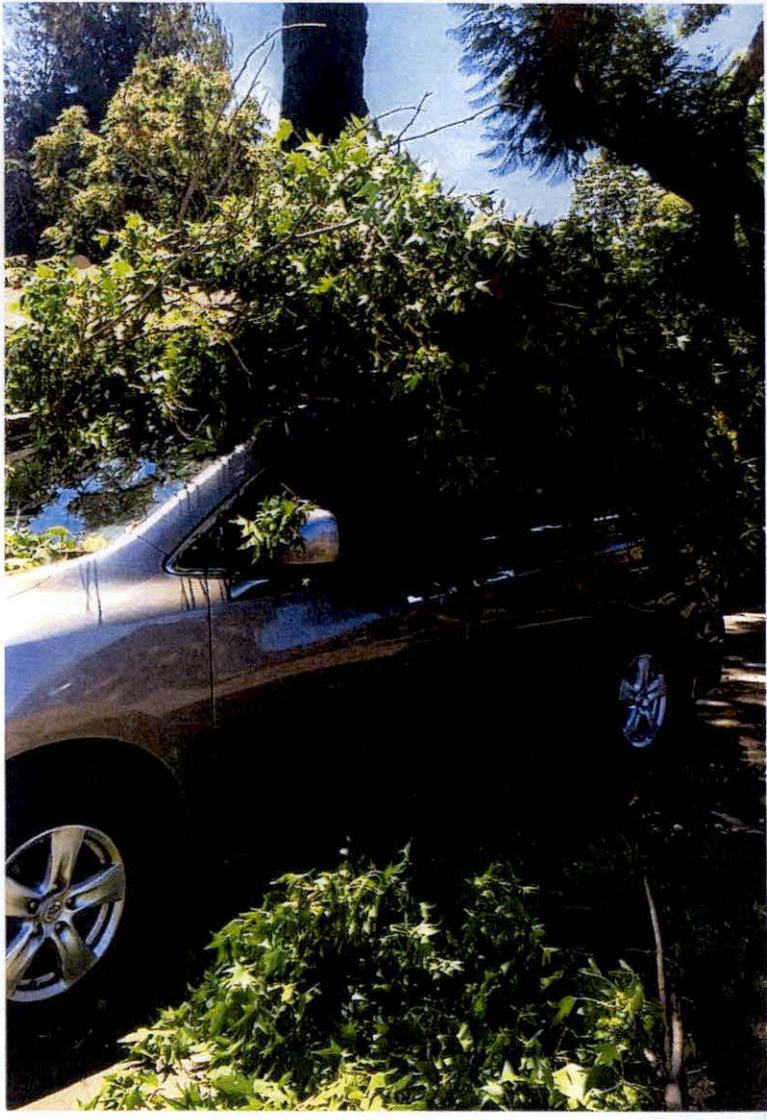
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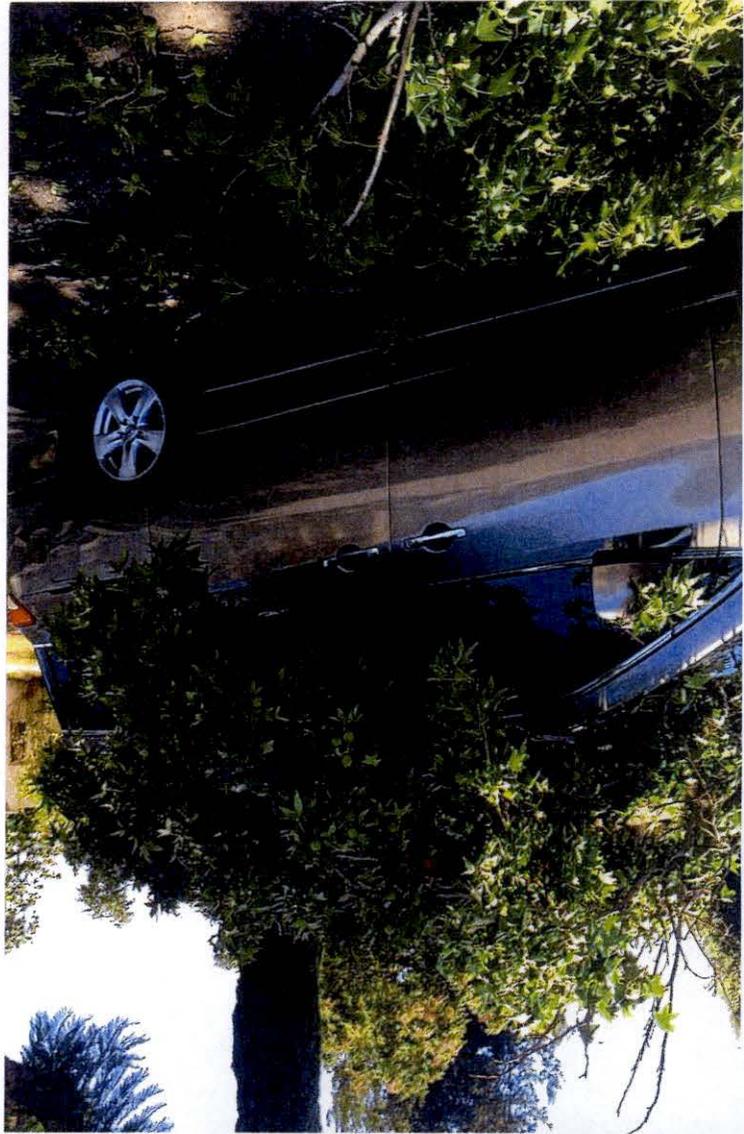
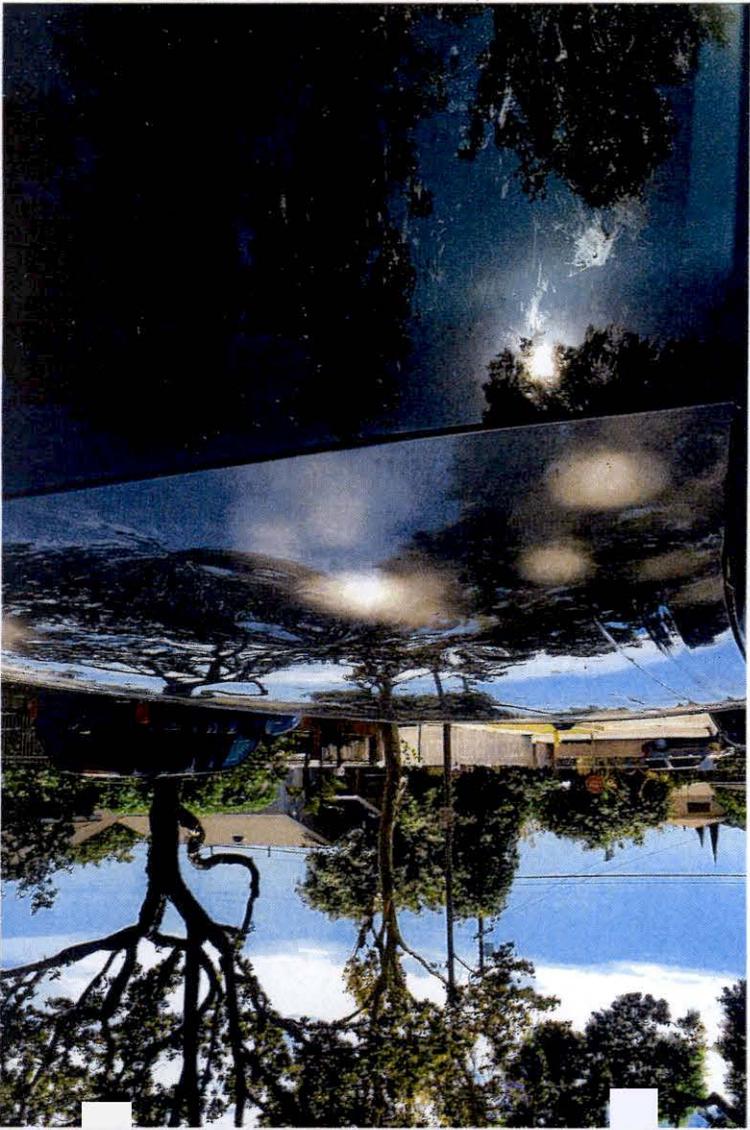
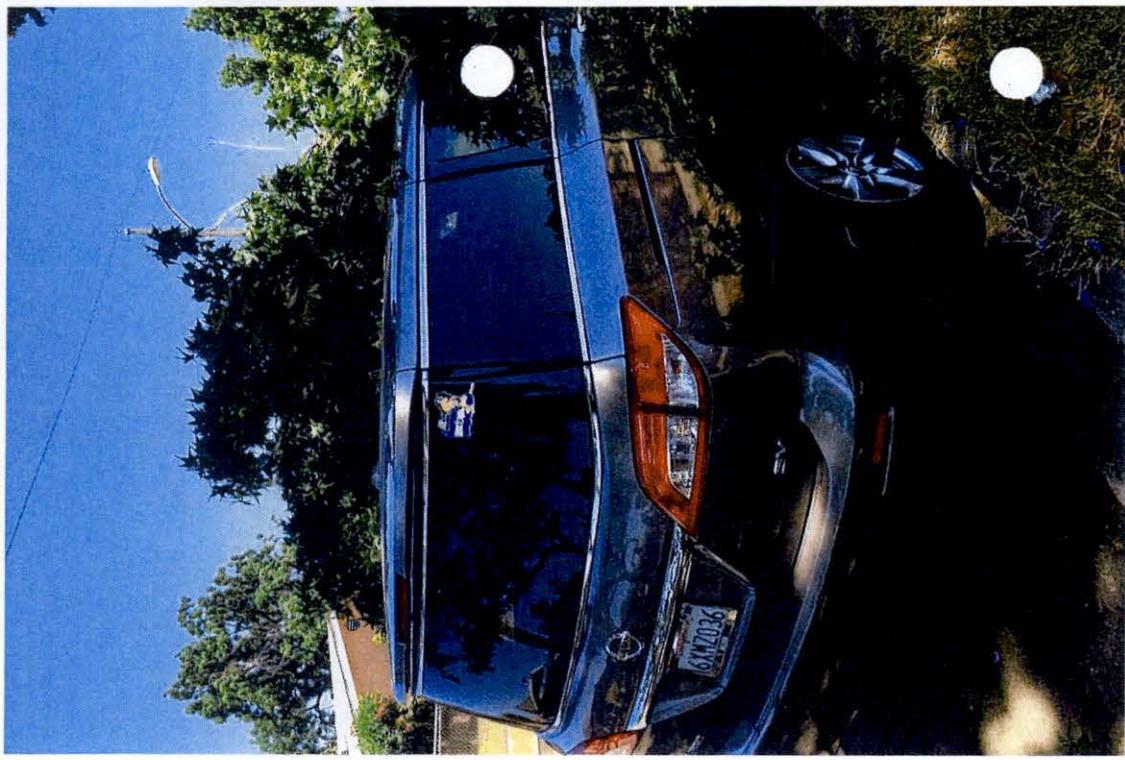
WELLS FARGO DLR SVCS
PO BX 997517

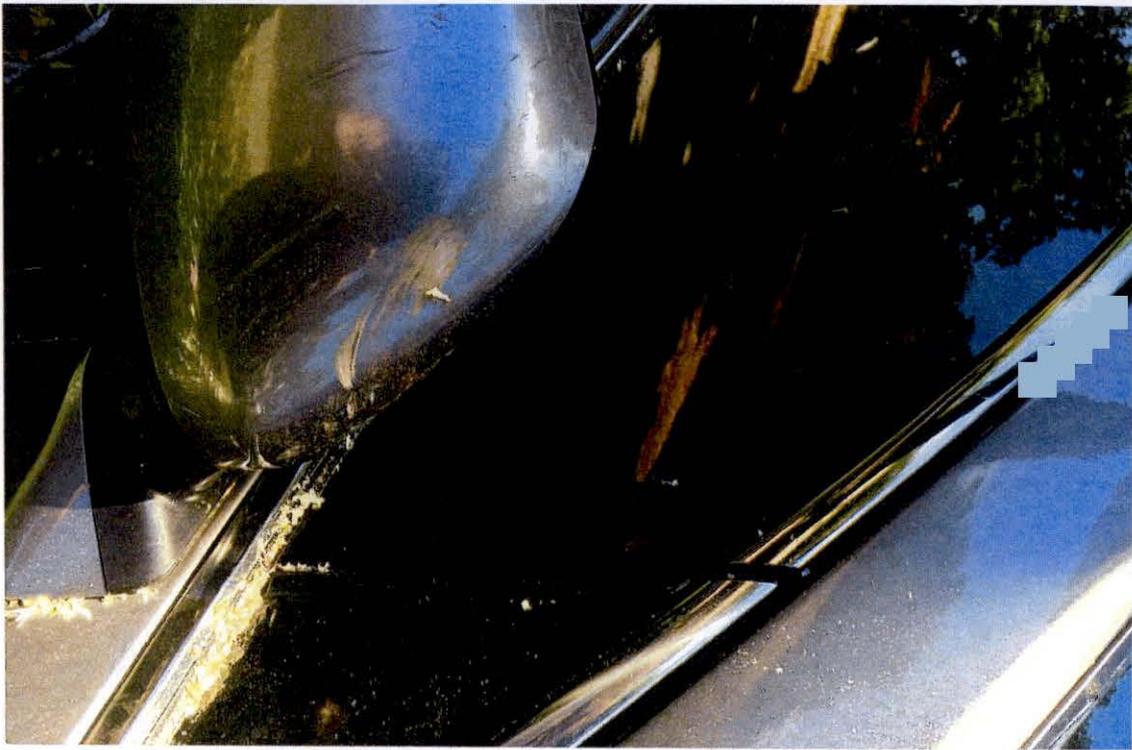
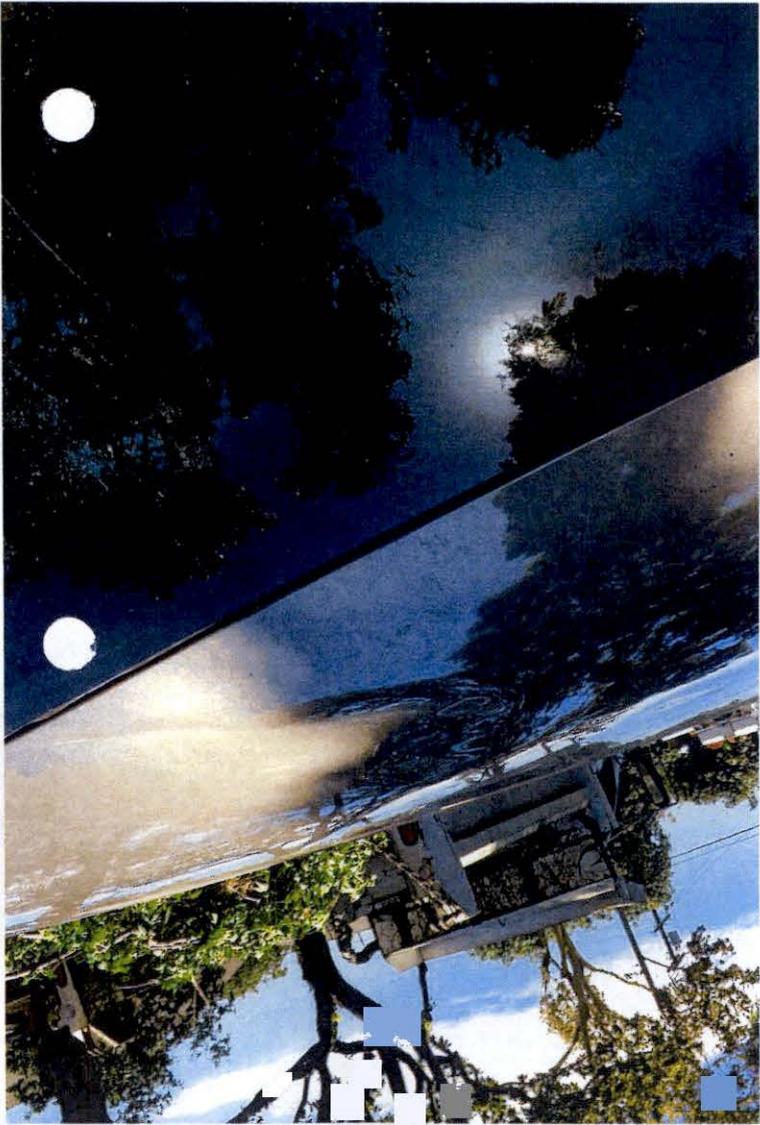
SACRAMENTO
CA 95899

F00 V93 EA 0026400 0008 CS F00 092314 11 6XMZ036 819













AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JNB*

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

SUBJECT: Accept Bid and Award Construction Contract to Tobo Construction Inc. for the Construction of the City Hall Annex Project (CIP NO. 67-011)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD ACCEPTING BID AND APPROVING AN AWARD OF CONSTRUCTION CONTRACT TO TOBO CONSTRUCTION INC. FOR AN AMOUNT OF \$5,472,000 FOR THE CONSTRUCTION OF THE CITY HALL ANNEX (CIP NO. 67-011)."

Background:

On March 30, 2015, the City Council approved a change in scope on the project by eliminating the renovation of the City Hall/City Hall North and moving forward with the construction of the new City Hall Annex building. The reduced scope allows the City to stay within the budget. At the same meeting, the City Council approved a conceptual design to construct an estimated 10,430 square-foot City Hall Annex (Project). The new building will house the Council Chamber, Council Chamber support facilities, administrative offices, and lobby area.

On July 5, 2016, the City Council authorized staff to issue a Notice Inviting Bids for the construction of the Project. On August 24, 2016, the City Clerk's Office received fourteen bids.



Discussion & Analysis:

The Notice Inviting Bids was issued on July 12, 2016, posted on the City's website, advertised in the Lynwood Press, and disseminated among several trade journals. Fourteen bids were publicly read by the Deputy City Clerk on August 24, 2016 after 3:00 p.m. at City Hall Council Chambers.

Fourteen bids were timely received from bidders. The following table summarizes the bid results:

	Company	Bid Price
1	Woodcliff Corp.	\$ 5,352,000
2	Tobo Construction Inc.	\$ 5,472,000
3	Cal-City Construction	\$ 5,880,000
4	Horizons Construction Company Intl, Inc.	\$ 5,974,000
5	Morillo Construction	\$ 5,977,000
6	AWI Builders Inc.	\$ 5,991,911
7	Construct 1 Corp	\$ 6,030,777
8	AMG & Associates Inc.	\$ 6,070,000
9	G2K Construction	\$ 6,198,000
10	Angeles Contractor	\$ 6,286,000
11	Novus Construction	\$ 6,289,000
12	USS Cal Builders	\$ 6,488,000
13	Future DB International	\$ 6,640,000
14	Harik Construction	\$ 6,757,000

Cash Allowance

Staff required that bidders include in the total Bid Price "Cash Allowance" in the amount of \$283,829. The cash allowance use will be directed by the City. The purpose of the Cash Allowance is to cover the cost of unanticipated expenditures that may arise during construction that necessitates change orders.

Comparing the Bids with Engineer's Estimate

Once the Cash Allowance is deducted from the Bid Price, all bids received are within 20 percent of the Engineer's Estimate for construction at \$5,686,825. Twelve of the bids received are within 10 percent of the Engineer's Estimate. The Engineer's Estimate was prepared by Erickson-Hall, the City's Construction Manager.

Apparent Lowest Bidder

Bidding rules require that the award contract be made to the Lowest Responsible Bidder as determined by the City Council. The Apparent Lowest Bidder is not necessarily the Lowest Responsible Bidder.

Woodcliff Corp. (Woodcliff) was the Apparent Lowest Bidder. The day following the bid opening, on August 25, 2016, Woodcliff submitted a letter to the City (Attachment A) that it is withdrawing its bid based on a clerical error. Erickson-Hall verified the error claimed by Woodcliff that their bid item for Finish Carpentry was listed as \$35,000 should have been listed as \$350,000.

Lowest Responsible Bidder

The second Apparent Lowest Bidder is Tobo Construction Inc. (Tobo). Their bid price was at \$5,472,000 (Attachment B). Their Bid Price includes the "Cash Allowance" in the amount of \$283,829. Erickson-Hall and staff held a post-bid interview on August 29, 2016 with Tobo. After vetting the contractor, Erickson-Hall determined that Tobo is the Lowest Responsible Bidder.

Erickson-Hall verified the following to make their recommendation:

- That the DIR registration numbers for Tobo and all their listed subcontractors are valid and current,
- That the Contractor's licenses for Tobo and their listed subcontractors are active and current.
- That the bid bond for Tobo is valid.
- That all the bid documents were in the bid package and were substantially complete.
- Tobo provided financials and schedule of values as required per bid specification.
- Project references were verified and interviewed.

Bid Protest

No bid protest was received by the third business day following the bid opening.

Project Budget, Cost and Contingency

The City Council authorized a budget of \$7,672,845 for this Project. The budget includes pre-design work, design, furniture, fixtures, equipment, and construction.

CITY HALL ANNEX PROJECT BUDGET	
Approved Budget	<u>\$ 7,672,845</u>
Total Project Revenues	\$ 7,672,845
Soft Cost: design, construction manager at risk, estimating, plan check, geotechnical report, utilities, testing, etc.	\$ 1,342,191
Construction Manager	<u>\$ 360,000</u>
Subtotal	\$ 1,702,191

Construction Cost	\$ 5,188,171
"Cash Allowance"	\$ <u>283,829</u>
Subtotal (Tobo Construction Inc. Total Lump Price Bid)	\$ 5,472,000
Additional Project Contingency	\$ <u>498,654</u>
Total Project Expenditures	\$ 7,672,845

The Project is anticipated to have 15% of the construction cost, or \$782,483 in contingency.

Staff was holding off on bidding out the security key cards and security cameras to ensure that enough funds will be available for construction. Given the result of the bids, staff anticipates to solicit bids for these items to incorporate back into the Project using the Additional Project Contingency funds.

Contract Change Orders and "Cash Allowance"

The Lynwood Municipal Code Section 6-3.15 provides 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.

The authority does not differentiate between a \$5 million and a \$200,000 project. To expedite approval of change orders and minimize impact to the project schedule, staff recommends that the City Manager be allowed to approve change orders in the amount of available contingency or \$782,483.

Construction work for the City Hall Annex 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.

Lynwood Municipal Code (LMC) Section 6-3.15(f) requires the City Manager to report to the City Council on modifications and change orders every three months. The City Council will receive these quarterly reports on the City Manager's approved change orders.

Any new public works contract or professional services contract requiring City Council approval will continue to be brought back to the City Council for its review and approval.

Fiscal Impact:

There is no additional fiscal impact with the proposed action.

Coordinated With:

Finance & Administration
City Attorney

RESOLUTION. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD ACCEPTING BID AND APPROVING AN AWARD OF CONSTRUCTION CONTRACT TO TOBO CONSTRUCTION INC. FOR AN AMOUNT OF \$5,472,000 FOR THE CONSTRUCTION OF THE CITY HALL ANNEX (CIP NO. 67-011)

WHEREAS, on July 5, 2016, the City Council authorized the release of Notice Inviting Bids for the construction of the City Hall Annex (CIP No. 67-011) (Project); and

WHEREAS, the Project was advertised and fourteen bids were received on August 24, 2016; and

WHEREAS, no protest was received within the timeframe provided for in the Notice Inviting Bid; and

WHEREAS, Tobo Construction, Inc. was determined to be the Lowest Responsible Bidder with a bid of \$5,472,000 of which bid includes \$283,829 in "Cash Allowance".

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 approves the award of construction contract to Tobo Construction, Inc. for the construction of the City Hall Annex for the amount of \$5,472,000 (which includes \$283,829 in "Cash Allowance").

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

Section 3. That the City Council authorizes the City Manager to approve contract change orders beyond and including the "Cash Allowance" amount of \$283,829, if warranted, up to the Available Project Contingency in the amount of \$498,654.

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

PASSED, APPROVED and ADOPTED this 6th day of September, 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, PE
Director of Public Works /City Engineer

WOODCLIFF CORPORATION

GENERAL CONTRACTORS

1849 Sawtelle Blvd., Suite 610
Los Angeles, CA 90025
TEL (310) 312-1400
FAX (310) 312-1403

COPY BY CERTIFIED MAIL

August 25, 2016

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

ATTN: Maria Quinonez, City Clerk
[\[mquinonez@lynwood.ca.us\]](mailto:mquinonez@lynwood.ca.us)

RE: Construction of the City Hall Annex bid (Project No. 4011.67.011)

Dear Ms. Quinonez,

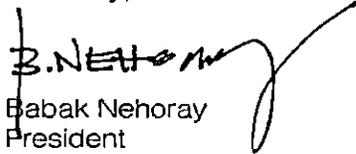
We regretfully request withdrawal of our bid for the above referenced project.

Upon reviewing our bid we found a clerical error that occurred while entering computer data at bid time. For your reference we forward to you our work sheet at bid time and direct your attention to item - Finish Carpentry and Cabinetry in Division 6 where we entered \$35,000 instead of \$350,000 thereby creating a \$315,000 shortfall in our bid.

Regrettably, we withdraw our bid for the above referenced project.

We apologize for any inconvenience we have caused. If you have any questions or need any additional documentation, please call us.

Sincerely,


Babak Nehoray
President

cc: Lorry Hempe [lhemp@lynwood.ca.us]
Raul Godinez II [rgodinez@lynwood.ca.us]

LYNWOOD CITY HALL ANNEX
270 working day.

	DESCRIPTION OF WORK	BASE BID	DIVISION TOTAL
	SCHEDULING	12,000	
	SURVEYING	8,000	
	EROSION CONTROL	12,000	
	TEMPORARY FACILITIES	32,000	
	TEMPORARY FENCE	15,000	
	SUPERINTENDENT	135,000	
	LABORER	50,000	
	FINAL CLEAN UP	15,000	
TOTAL DIVISION 1 - GENERAL REQUIREMENTS			279,000
	DEMOLITION, EARTHWORK, SITE CLEARING	83,000	
	SITE UTILITIES	160,000	
	ASPHALT PAVING	27,000	
	SITE CONCRETE	120,000	
	PAVEMENT MARKING	3,000	
	IRRIGATION, LANDSCAPE, SITE FURNITURE	156,000	
TOTAL DIVISION 2 - SITE WORK			549,000
	STRUCTURAL CONCRETE	270,000	
TOTAL DIVISION 3 - CONCRETE			270,000
	CONCRETE UNIT MASONRY	32,000	
TOTAL DIVISION 4 - MASONRY			32,000
	STRUCTURAL STEEL, METAL FAB, ORNAMENTAL METAL	245,000	
TOTAL DIVISION 5 - METALS			245,000
	ROUGH CARPENTRY	309,000	
	FINISH CARPENTRY AND CABINETRY	35,000	
TOTAL DIVISION 6 - WOOD AND PLASTICS			344,000
	BUILDING INSULATION	21,000	
	THERMOPLASTIC ROOFING	133,000	
	SHEET METAL, LOUVER & COMPOSITE METAL PANEL	180,000	
TOTAL DIVISION 7 - THERMAL & MOISTURE PROTECTION			334,000
	DOOR, FRAME & HARDWARE	70,000	
	ALUMINUM STOREFRONT/WINDOW	380,000	
	ALUMINUM STOREFRONT HARDWARE	30,000	
TOTAL DIVISION 8 - DOORS AND WINDOWS			480,000
	GYPSUM BOARD AND PLASTER	261,000	
	TILE MASONRY	90,000	
	ACOUSTICAL CEILING AND WALLS	100,000	
	FLOOR COVERING	47,000	
	PAINTING	45,000	
	FRP	4,000	
TOTAL DIVISION 9 - FINISHES			547,000
	TOILET PARTITION	11,000	
	F.E. CABINET	2,000	
	SIGNAGE	47,000	
	GLASS MARKERBOARD	5,000	
TOTAL DIVISION 10 - SPECIALTIES			65,000
	PROJECTOR SCREEN	23,000	
	RESIDENTIAL APPLIANCES	7,000	
	EMERGENCY MEDICAL EQUIPMENT	2,000	
	AUDIO VISUAL SYSTEMS	200,000	
TOTAL DIVISION 11 - EQUIPMENT			232,000
	ROLLER SHADE	15,000	
	AUDITORIUM SEATING	48,000	

TOTAL DIVISION 12 - FURNISHINGS			63,000
	FIRE SPRINKLER	55,000	
	PLUMBING	150,000	
	HVAC & CONTROLS	285,000	
TOTAL DIVISION 15 - MECHANICAL			490,000
	BASIC ELECTRICAL	700,000	
	FIRE ALARM	26,000	
	NETWORK SYSTEM	50,000	
	A.V. SYSTEM INFRASTRUCTURE	50,000	
TOTAL DIVISION 16 - ELECTRICAL			826,000
	SUBTOTAL		4,756,000
	PROFIT AND OVERHEAD	5.00%	237,800
	SUBTOTAL		4,993,800
	BOND AND INSURANCE	1.50%	74,907
	TOTAL		5,068,707
	ALLOWANCE		283,829
	TOTAL		5,352,536
	FINAL BID AMOUNT		5,352,000



New Star International Inc.

Casework, Millwork and Finish Carpentry

Lic# 969575 C-6

DIR # 1000013503

Bid Proposal Rev (0)

Project: Construction of City Hall Annex, Lynwood, CA

Wages: Prevailing Wages

Bid Date: Aug 24, 2016

Bid Time: 03:00 PM

Addendums: 1, 2, 3, 4, and 5

Specification: Section 06200 Finish Carpentry & Section 06655 Solid Surfacing Countertops

Base Bid Included Furnished, Delivered, Installed, Tax, and Non-Union

Base Bid per Specs and plans: \$349,900.00

✦ **Scope of Work, only limited to:**

1. Lobby 101

- Cherry Stained Selected White Maple Wood Veneer Wall Panels
- Quartz Countertop for Reception Path through Windows
- Cherry Stained Select White Maple Wood Veneer Base Cabinets
- Cherry Stained Select White Maple Wood Veneer Countertop
- Cherry Stained Select White Maple Wood Veneer Shelving
- Stain Wood Floor Base

2. Conference Room 111

- Plastic Laminate Base Cabinets
- Quartz Countertop Work Surface

3. Kitchen 123

- Plastic Laminate Upper Cabinets
- Plastic Laminate Base Cabinets
- Plastic Laminate Countertop

4. Work Room 127

- Plastic Laminate Upper Cabinets
- Plastic Laminate Base Cabinets
- Plastic Laminate Countertop

5. Men's Restrooms 125 & 128 (Total = 2 Restrooms)

- Quartz Countertop
- Plastic Laminate over MDF Skirt

6. Women's Restroom 126 & 129 (Total = 2 Restrooms)

- Quartz Countertop
- Plastic Laminate over MDF Skirt

7. Vestibule 131

- Stain Wood Floor Base

8. Council Chamber 132

- Cherry Stained Select White Maple Wood Veneer Wainscot ✓
- Cherry Stained Selected White Maple Wood Veneer Wall Panels
- Cherry Stained Select White Maple Wood Veneer Base Cabinets
- Quartz Countertop Work Surface
- Quartz Surrounded at Council DAIS
- Cherry Stained Select White Maple Wood Veneer Covered the Penny Wall
- Cherry Stained Select White Maple Wood Veneer Covered the Stud Framing
- Cherry Stained Select White Maple Wood Veneer Covered Columns (24 No's)
- Cherry Stained Select White Maple Wood Veneer - Decorative Ceiling Beams (24 No's)
- Wood Veneer LECTERN by DA-LITE Style: PROVIDENCE 42" wide ADA Height Adjustment.
- Stained Maple 1-1/4" min to 1-1/2" max DIA Wood Handrail.
- Stain Wood Floor Base



New Star International Inc.

Casework, Millwork and Finish Carpentry

Lic# 969575 C-6

DIR # 100013503

Material to be used:

- ✓ WP-1 Cherry Stained Selected White Maple Wood Veneer Wall Panels
- ✓ WB-1 Wood Base - Color: Paint or Stain to Match Wall
- ✓ PL-1 Plastic Laminate #2 (Vertical); Formica; Color: Pecan Woodline 5883-58
- ✓ PL-2 Plastic Laminate #2 (Horizontal); Formica; Color: Tatami Mat 3508-58
- ✓ QZ-1 Quartz Surface; Caesarstone; Color: 9601 Oyster

Exclusions:

1. Any Room or/and products not mentioned above, whether they're in aforementioned divisions or not.
2. All Stainless Steel, Granite and Glass works includes Countertops, Panels, etc.
3. All Concealed Steel supports, Steel tube for countertops, etc.
4. All Electrical work, Data work, and Plumbing work and fixtures includes sink units, etc.
5. All Wall Bases includes Rubber, wood, etc. (except as otherwise specified)
6. All Demolition Works, Rework and Removal of Existing Caseworks.
7. All Handrails, Crash rails, Corner Guards, etc. (except as otherwise specified)
8. All Rough & Finish Carpentry Works (except as otherwise specified)
9. All Wall Cladding, Wall Protections, Wall Panels, etc. (except as otherwise specified)
10. All Acoustical Wall Panels.
11. All Signage and Identifications Works.
12. All Tempered Glass with Translucent Film.
13. All Display Boards e.g. Pin boards, Tack boards, Chalk Boards, Marker boards, etc.
14. All Storage Cost due to Delay of Project
15. All Overtime & Premium Time.
16. All Fire Rated Material & Water Resistance Material.
17. All Parking Cost, Cost of Elevator, Hoisting or Similar
18. All Protections of Work after Installation.
19. Supplying and Installation of Telephone and Electrical backboards.
20. Supplying and Installation of Steel Doors and Frames
21. Supplying and Installation of Wood Doors.
22. Supplying and Installation of Finish Hardware. (except for the items mentioned above)
23. Supplying and Installation of Wood Timber Items.
24. Supplying and Installation of Wood Backing. (except for the items mentioned above)

Qualifications:

- The above quoted price is valid for 60 days from the date of the quote.
- New Star International Inc. shall maintain the performance of the work under contract the following coverage of insurance
 - ✓ General aggregate \$2,000,000.00
 - ✓ Commercial Umbrella \$1,000,000.00
 - ✓ Worker compensation insurance \$1,000,000.00
- Schedule of Values to be as the following:
 - ✓ 15% Mobilization on Submittal
 - ✓ 35% Progress payment – against ordered and purchased material.
 - ✓ 40% Upon Delivery
 - ✓ 5% After Installation
 - ✓ 5% Retention
 - ✓ All Sum not paid after 45 days when due, shall bear interest at the rate 1-1/2% per month or the maximum legal rate permitted by Low, whichever is less and all costs of collection, including reasonable attorney's fees.
- The Contractor shall make no demand for liquidated damages for delays for more than the amount actually paid by the contractor and to the extent actually caused by New Star and only if New Star has been given 72 hours written prior notice of the deficiencies that may cause such action.
- A Bond covering the job can be provided upon request by general contractor by adding 2% of the bid proposal.

New Star International Inc.,

Beshoy Azmi
Executive manager
beshoy.goldstar@gmail.com

Mina Shaker
Estimation Manager
mina.newstar@gmail.com
Cell: (714) 868-2925

**1.3.1 BID
(PROPOSAL AND WORKERS' COMPENSATION CERTIFICATE)**

BID TO: CITY OF LYNWOOD, CALIFORNIA

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City in the form of agreement included in Subsection 1.4.1 of the Contract Documents (the "Agreement") to perform the Work as specified or indicated in said Contract Documents entitled:

CITY HALL ANNEX

CITY OF LYNWOOD PROJECT NO. 4011.67.011

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into the Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the proof of insurance/certificates, insurance endorsements, Payment Bond, Performance Bond, and all Licenses and Permits within the time and in the manner required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following ADDENDA (receipt of which is hereby acknowledged):

Number 1 _____	Date <u>7/19</u>
Number 2 _____	Date <u>7/28</u>
Number 3 _____	Date <u>8/11</u>
Number 4 _____	Date <u>8/15</u>
Number 5 _____	Date <u>8/17</u>
Number 6 _____	Date _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Attached hereto are the following completed and fully-executed documents:

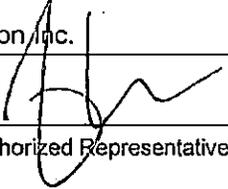
- (1) Total Bid Price
- (2) List of Subcontractors;
- (3) Anti-Trust Claim;
- (4) Non-Collusion Affidavit;
- (5) Bid Bond (Bid security Form);
- (6) Bidder's General Information; and
- (7) Bidder's Insurance Statement.

Bidder agrees to complete the Work required under the Contract Documents within the time stipulated in said Contract Documents, and to accept as full payment therefor the Total Bid Price based on the Lump Sum or Unit Bid Price(s) set forth in the attached Bid Schedule(s).

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Dated: 8/15/16

Bidder: Tobo Construction, Inc.

By: 
(Signature of Bidder's Authorized Representative)

Title: Secretary

1.3.2 TOTAL BID PRICE- SCHEDULE A

Total Price for City Hall Annex

(CIP No. 4011.67.011)

(One Page)

TOTAL LUMP SUM PRICE BID SCHEDULE "A" (SHOULD INCLUDE "ALLOWANCE")

\$ 5,472,000.00 (Price in Figure)

Five Million Four Hundred ^{Seventy} ~~Fifty~~ Two Thousand Dollars (Price in Words)

Five Million Four Hundred Seventy Two Thousand Dollars.

Total Lump Sum Price Bid for Schedule A shall be the total price to fully deliver a constructed City Hall Annex according to the specifications. The Lump Sum Price bid shall include Section 2.12.5 Cash Allowance in the amount of \$283,829.

Date: 8/15/16

Bidder: Tobo Construction Inc.

424-378-1131
Bidder's Telephone Number

758012 A, B, C10
Bidder's License No(s) and Classification(s)


Bidder's Authorized Signature

Secretary
Bidder's Title

1.3.3 LIST OF SUBCONTRACTORS (Three Pages)

As required under Section 4100 et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Add additional pages as needed.

Work to be Performed	Subcontractor's Contractor California License Number	Department of Industrial Relations "PWC" Registration Number	Subcontractor's Name & Address
1. site utilities plumbing	876472	1000019460	Mirae Construction 1501 W Washington Blvd. #B Los Angeles, CA 90007
2. irrigation & landscape	960915	1000002840	United Construction & Maintenance 9018 Balboa Blvd. #128 Northridge, CA 91325
3. concrete & masonry	963050	1000006893	Paracon Const Inc. 7319 Somerset Blvd. Paramount, CA 90723
4. insulation	623669	1000026754	MD Insulation Co. 9702 Klingerman St South El Monte, CA 91733
5. mtl panel system aluminum-framed storefronts	863691	1000004744	Rainbow Glazing Inc. 17224 S Figueroa St. Gardena, CA 90248
6.			

Work to be Performed	Subcontractor's Contractor California License Number	Department of Industrial Relations "PWC" Registration Number	Subcontractor's Name & Address
roofing	456263	100000563	Best Contracting Services 19027 S Hamilton Ave. Gardena, CA 90248
7. tiles	824886	1000041168	Delgado Tile & Stone 13422 Palamos Pl Chino Hills, CA 91709
8. flooring	604929	1000006707	Hur Flooring 15204 Stagg St Van Nuys, CA 91405
9. paint & coating	946167	1000008590	Ace Construction & Coating 1949 W Commonwealth Ave. #B Fullerton, CA 92833
10. automatic fire sprinklers	773554	1000008959	Trade Fire Protection Group 6824 Louise Ave Van Nuys, CA 91406
11. HVAC	762347	1000007370	Mega Air Co Inc. 1320 W El Segundo Bl #B Gardena, CA 90247
12. electrical	619399	1000035850	Focus Electric 1852 S Manhattan Pl Los Angeles, CA 90019
13. fire alarm	541227	1000005821	First Fire Systems 5947 Burchard Ave. #200 Los Angeles, CA 90034
14. signage & graphics	745555	1000005461	Visible Graphics 21520 Strathern St Canoga Park, CA 91304
15.			

Work to be Performed	Subcontractor's Contractor California License Number	Department of Industrial Relations "PWC" Registration Number	Subcontractor's Name & Address
16.			
17.			
18.			
19.			
20.			
21.			

Name of Bidder: Tobo Construction Inc.

1.3.4 ANTI-TRUST CLAIM (One Page)

Pursuant to Public Contract Code Section 7103.5, upon acceptance of its bid, Contractor agrees to the following: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

RESPECTFULLY SUBMITTED:

Tobo Construction Inc.

Contractor Name

Signature

Torrance, CA 90505

City, State, Zip

Secretary

Title

758012

Contractor's License No.

95-4700208

Federal I.D. No.

2500 Pacific Coast Highway
Address

424-378-1131

Telephone (with area code)

8/15/16

Date

A, B, C10

Type of License

(SEAL--if Bid is by a corporation)

ATTEST

1.3.5 NON-COLLUSION AFFIDAVIT

(One Page)

NON COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PURSUANT TO PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

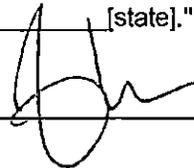
I am the Secretary of Tobo Construction Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/15/16 [date], at Torrance [city], CA [state]."

Signature



Jimi Chae

Typed or Printed Name

Secretary

Title

Tobo Construction Inc.

Contractor / Company / Bidder Name

Subscribed and sworn to before me this 15 day of August, 2016

Suzie H Na

Notary Public in and for the State of California

My Commission Expires: 5/31/17

ACKNOWLEDGMENT

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California

County of (Los Angeles)

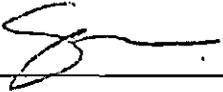
On 8/15/2016 before me, Suzie H Na, Notary Public
(Insert name and title of the officer)

personally appeared Jimi Chae
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

1.3.6 BID BOND

(One Page)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Tobo Construction, Inc. _____ as Principal, and
International Fidelity Insurance Company _____ as Surety, are
hereby held and firmly bound unto the City of Lynwood, a California Municipal Corporation,
(hereinafter referred to as the "City") in the penal sum of
Ten percent of the attached bid _____ DOLLARS
(\$ 10% of bid _____), being not less than ten percent (10%) of the Total Bid Price, for
the payment of which sum in lawful money of the United States, well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns by these presents.

The Condition of the above obligation is such that whereas the Principal has submitted to
City a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract
in writing with City for the construction of Project No. 4011.67.011, entitled: **CITY HALL
ANNEX**

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver to the City
a contract in the form of agreement set forth in the Contract Documents (properly
completed in accordance with said Bid) within ten (10) calendar days after receipt of
same from City, and shall, within the time and manner set forth in the Contract
Documents, furnish a Bond for his/her faithful performance of said contract and for the
payment of all persons performing labor or furnishing materials in connection
therewith, the required proof of insurance/certificates, required insurance
endorsements, and shall in all other respects perform the agreement created by the
acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said
Surety and its Bond shall be in no way impaired or affected by any extension of the time
within which the City may accept such Bid; and said Surety does hereby waive notice of any
such extension. In the event suit is brought upon this bond by the City and judgment is
recovered, the Surety shall pay all costs incurred by the City in such suit, including a
reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers on this 10th day of August, 2016.

PRINCIPAL

Tobo Construction, Inc.
(Legal Company Name)
By: [Signature]
Title Secretary

SURETY

International Fidelity Insurance Company
(Legal Company Name)
By: [Signature]
Title Stephanie Hoang, Attorney-in-Fact

(Corporate Seal)

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the Work or Project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **Notary acknowledgments for Principal and Surety signatures and Power of Attorney for Surety must be attached. THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

International Fidelity Insurance Company
One Newark Center, Newark, NJ 07102-5207
(973)624-7200

(Name and Address of Agent or Representative in California if different from above)

Pinnacle Surety & Insurance Services
151 Kalmus Dr., Ste A201, Costa Mesa, CA 92626

Agent: 714-546-5100

(Telephone Number of Surety and Agent or Representative in California)

Surety: (714)602-9170

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

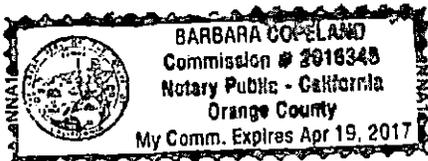
State of California)

County of Orange)

On 8/10/16 before me, Barbara Copeland, Notary Public,

personally appeared Stephanie Hoang
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Barbara Copeland
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STEPHANIE HOANG, KEVIN CATHCART, MARK RICHARDSON, ERIC LOWEY, SHAWN BLUME

Costa Mesa, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as, though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



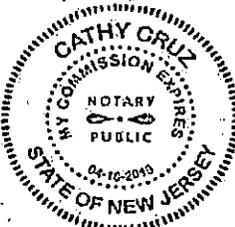
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey, the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

10th day of August, 2016

MARIA BRANCO, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996,

I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.

Fee \$2833.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 8/15/95

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 14th day of January, 2002.

Harry W. Low
Insurance Commissioner

Pauline D'Andrea
Pauline D'Andrea
Deputy

1.3.7 BIDDER'S GENERAL INFORMATION

(3 Pages)

The Bidder shall furnish the following information. Failure to complete and attach all items may cause the Bid to be rejected as non-responsive.

1. Bidder/Contractor's Name and Street Address:

Tobo Construction Inc.
2500 Pacific Coast Highway, Torrance, CA 90505

2. Bidder/Contractor's Telephone Number: (424) 378-1131
Facsimile Number: (877) 411-8626
Cell Number (213) 999-2745
Email Address sna@toboco.net

3. Contractor's License:

Primary Classification A, B
State License Number(s) 758012
Supplemental License Classifications C10

4. Contractor's Department of Industrial Relations Public Works Contractor (PWC)
Registration Number 1000005638

5. Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety: International Fidelity Insurance Company
Address: One Newark Center, 20th Fl. Newark, NJ 07102
Surety Company Agent: Shawn Blume/Pinnacle Surety
Telephone Numbers: Agent (714) 546-5100 Surety (800) 333-4167

6. Type of Business Entity (Sole Proprietorship, Partnership, Corporation, etc.):
Corporation

7. Corporation organized under the laws of the State of:
California

8. Is your business entity qualified to do business in the State of California? Yes
Date qualified. 08/06/98

9. List the names, addresses and titles of the principal members/officers of your business entity:

(a) Monica Oh
Name
30225 Rhone Drive, Rancho Palos Verdes, CA 90275
Address
President
Title

(b) Jimi Chae
Name
30225 Rhone Drive, Rancho Palos Verdes, CA 90275
Address
Secretary
Title

(c) n/a
Name

Address

Title

(d) n/a
Name

Address

Title

10. Number of years' experience as contractor performing the specific type of construction or Work required for this Project as set forth in the Contract Documents:

18

11. List the name and title of the person who will supervise full-time the proposed work for your firm:

Michael Cha

Name

Project Manager

Title

12. Is full-time supervisor an employee yes or an independent contractor?

13. Please attach resumes of key construction personnel who will be assigned to the Work on this Project.

Note: Bidder agrees that personnel named on this form and in the attached resumes will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

1.3.8 BIDDER'S INSURANCE STATEMENT (To Be Submitted with Bid)

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance requirements set forth in Subsection 1.4.4 of the Bidding and Contractual Documents and Forms, Subsection 2.7.2 of the Special Provisions and elsewhere in the Contract Documents. Should the Bidder be awarded the contract for the Work, Bidder further certifies that it can meet all insurance requirements set forth in the Contract Documents, including, but not limited to, providing or requiring insurance coverage for subcontractors; naming of City as an additional insured, and providing waivers of subrogation. Bidder acknowledges and understands that all cost associated with providing and maintaining the required insurance coverage are the sole responsibility of the Contractor and that the costs of procuring and maintaining said coverage is included in Contractor's Bid.

Bidder further agrees and certifies that if awarded the contract, Bidder will provide the proof of insurance and endorsements required by the Contract Documents within ten (10) calendar days of receipt of the Notice of Award. **Bidder acknowledges that failure to provide City with the required insurance coverage, proof of insurance and/or endorsements within ten (10) calendar days of receipt of the Notice of Award, may result in withdrawal of award and forfeiture of the Bidder's Bid Security.**

Dated: 8/15/16

Bidder: Tobo Construction Inc.

By: _____

(Signature of Bidder's Authorized Representative)

Title: Secretary

1.3.9 QUALIFICATION QUESTIONNAIRE

(To Be Submitted with Bid)

(6 Pages)

The City of Lynwood ("City") has determined that General Contractors ("Contractor") on this Project must be qualified to bid on the project. Each prospective General Contractor shall be currently licensed, registered with the Department of Industrial Relations (DIR) and shall submit the following information to establish its qualifications to bid the Project.

A Contractor who submits a complete Qualification Questionnaire thereby consents to and will comply with the procedures outlined below and as set forth in greater detail in this document.

A. **Form.** Each Contractor shall fully complete the Qualification Questionnaire and timely submit all documents as indicated therein with their bid. All information requested in the Qualification Questionnaire must be provided in order for a Qualification Questionnaire to be considered responsive. The Qualification Questionnaire shall be submitted simultaneously with the Bid. A Contractor's submission of an incomplete and/or unclear Qualification Questionnaire could result in a determination that the Contractor is non-responsive.

B. **Non-Responsiveness.** A Contractor's Qualification Questionnaire shall be deemed non-responsive if:

1. The Qualification Questionnaire is not turned in with the bid.
2. Contractor does not provide all requested information on the proper City's forms.
3. The Qualification Questionnaire is not signed under penalty of perjury by individuals who have the authority to bind the Contractor on whose behalf they are signing.
4. Any information provided by the Contractor that is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported, etc.).

C. **Evaluation Criteria**

1. **Essential Criteria**

a. Has your firm contracted for and completed at least three (3) separate new building construction projects during the past five (5) years for a California City, Public Agency, K-12 public school district or California community college district, each performed under the same license classification required by the City for this scope of work?

(Please circle one)

Yes.

No

b. Is your total base bid amount for this Project fifty percent (50%) or less than your current total aggregate bonding capacity?

(Please circle one)

Yes

No

- c. Has your firm held for the past five (5) years, without revocation or suspension, all Contractor's license(s) necessary to perform the contract scope of work you will bid on for this Project?

(Please circle one)

Yes

No

- d. Has your firm or any of its Owners defaulted on a contract within the past five (5) years, declared bankruptcy or been placed in receivership within the past five (5) years?

(Please circle one)

Yes

No

- e. Has your firm or any of its Owners ever been disqualified; debarred, forbidden, found non-responsible, or otherwise prohibited, from performing work and/or bidding on work for any City, school district or any other public agency within California within the past five (5) years?

(Please circle one)

Yes

No

- f. Has your firm or any of its Owners ever been terminated for cause by any City, school district or any other public agency on any project within California within the past five (5) years?

(Please circle one)

Yes

No

- g. Has your firm or any of its Owners been convicted of a crime involving the bidding for, awarding of, or performance of a contract with a public entity; making a false claim(s) to any public entity; or fraud, theft, or other act of dishonesty to any contracting party?

(Please circle one)

Yes

No



If you answered "NO" to Question a, b, or c or "YES" to Question d, e, f, or g then STOP. You are not eligible to bid this project. Otherwise, please complete the remainder of this Qualification Questionnaire.

D. Project References

Attachment of project history follows.

List ALL projects that your firm has contracted for and completed during the past five (5) years. Within that list, you must identify the three (3) new construction building projects similar in nature to this project.

Include all information indicated below for the three (3) selected projects and attach references on separate signed sheets as necessary. Please use and attach additional signed sheets as needed to explain or clarify any response.

Project 1

Project Name/Identification: Ostin Music Center-UCLA

New construction building.

1. Name of Contractor/entity performing work: Tobo Construction
2. Project Owner (name and telephone number for City reference): UCLA
John D'Amico 310-663-1030 jdamico@capnet.ucla.edu
3. Project Architect (name and telephone number for City reference): Daly Genick
Gretchen Stoeker 310-656-3180
4. Specific license classification required by the contract/scope of work: B
5. Project address/location: 445 Charles E Young Dr., Los Angeles, CA 90095
6. Original completion date: 4/26/14
7. Date completed: 10/1/14
8. Initial contract value (at of time of bid award): \$14,560,000
9. Final contract value: \$16,756,936
10. Were liquidated damages assessed (If yes, explain, use additional sheet if necessary): None
11. Contact for verification (name and telephone number for City reference): _____
John D'Amico 310-663-1030 jdamico@capnet.ucla.edu
12. Did the project include constructing an earthquake resistant building? Yes
13. Did the project Owner, General Contractor, Architect, or Construction Manager file claim(s) in an amount exceeding \$50,000 against you or your firm, or did you or your firm file claim(s) in an amount exceeding \$50,000 against a Project Owner, General Contractor, Architect, or Construction Manager? If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of claim(s). _____
No

Project 2

Project Name/Identification: City Hall Expansion New Construction building.

14. Name of Contractor/entity performing work: Tobo Construction
15. Project Owner (name and telephone number for City reference): _____
City of Simi Valley, Brian Gabler 805-583-6701 bgabler@simivalley.org
16. Project Architect (name and telephone number for City reference): _____
Gonzales Goodlae Architect, John Ferguson 626-568-1428

17. Specific license classification required by the contract/scope of work: B
18. Project address/location: 2929 Tapo Canyon Road, Simi Valley, CA 93063
19. Original completion date: 3/13/13
20. Date completed: 4/15/13
21. Initial contract value (at of time of bid award): \$2,290,000
22. Final contract value: \$2,325,326
23. Were liquidated damages assessed (If yes, explain, use additional sheet if necessary): No
24. Contact for verification (name and telephone number for City reference): Brian Gabler 805-583-6701 bgabler@simivalley.org
25. Did the project include constructing an earthquake resistant building? Yes
26. Did the project Owner, General Contractor, Architect, or Construction Manager file claim(s) in an amount exceeding \$50,000 against you or your firm, or did you or your firm file claim(s) in an amount exceeding \$50,000 against a Project Owner, General Contractor, Architect, or Construction Manager? If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of claim(s). No

Project 3

Project Name/Identification: Old Town Newhall Library *New construction building.*

27. Name of Contractor/entity performing work: Tobo Construction
28. Project Owner (name and telephone number for City reference): City of Santa Clarita, Harry Corder 661-286-4025 hcorder@santa-clarita.com
29. Project Architect (name and telephone number for City reference): LPA Architects, Sylvia Schweri 949-261-1001
30. Specific license classification required by the contract/scope of work: B
31. Project address/location: 22601 Lyons Ave. Santa Clarita, CA 91321
32. Original completion date: 7/18/12
33. Date completed: 3/18/13

34. Initial contract value (at of time of bid award): \$10,488,000

35. Final contract value: \$12,750,000

36. Were liquidated damages assessed (If yes, explain, use additional sheet if necessary): No

37. Contact for verification (name and telephone number for City reference): Harry Corder 661-286-4025 hcorder@santa-clarita.com

38. Did the project include constructing an earthquake resistant building? Yes

39. Did the project Owner, General Contractor, Architect, or Construction Manager file claim(s) in an amount exceeding \$50,000 against you or your firm, or did you or your firm file claim(s) in an amount exceeding \$50,000 against a Project Owner, General Contractor, Architect, or Construction Manager? If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of claim(s). _____

_____ No

B. CONTRACTOR'S FINANCIAL INFORMATION

Your firm must submit an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

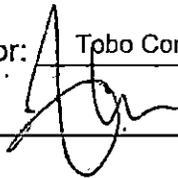
PLEASE PROVIDE A SELF ADDRESSED STAMPED ENVELOPE FOR RETURN OF FINANCIAL INFORMATION AFTER BID IF YOU SO DESIRE.

C. CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: 8/15/16

Proper Name of Contractor: Toho Construction Inc.

Signature: 

By: Jimi Chae (Print Name)

Title: Secretary



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Arnoldo Beltrán, City Manager *[Signature]*

PREPARED BY: Amanda Hall, Director of Finance *[Signature]*

SUBJECT: Approval of Restated Contract for NES Graffiti Abatement Contract

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 THE RESTATED CONTRACT WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR GRAFFITI ABATEMENT SERVICES TO SUPERCEDE THE CURRENT CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY".

Background:

On February 15, 2011, the City entered into agreement with Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation for graffiti abatement services. The initial agreement was for one-year term from April 1, 2011 through March 31, 2012 for a monthly rate of \$3,900. The contract was for a one person crew providing graffiti abatement services 8 hours per day on Friday, Saturday, and Sunday.

On March 20, 2012, the City entered into a contract amendment for a seven year term from April 1, 2012 through March 31, 2019 for a monthly rate of \$3,900. The monthly rate was subject to an annual CPI increase beginning on April 1, 2014. There were no other changes in the terms of the contract.

Discussion and Analysis:

Under the provision for services, the agreement called for an additional payment for staffing requested by the City. The City recently reached agreement with the contractor to resolve all claims pending for additional services through August 2016.

In order to avoid future claims and conflicting positions pertaining to the services under the agreement, contractor and the City wish to restate the contract to include detailed clarification of specific terms and conditions, supercede the existing contract and provide for additional monitoring of the services by the City to insure prompt response, document

services provided, and evaluate the effectiveness of contractor in rendering the services under the agreement.

Specific changes in the restated contract include the following:

- Two person working crew for eight (8) working hours per day for three days per week for fifty-two (52) weeks per calendar year.
- A contract in a not-to-exceed amount of \$96,720. There shall be no adjustment to total compensation under the agreement without written instructions and/or directions from City specifying the additional work to be performed and the rate to be charged for such work, including a not-to-exceed amount for the work in question.
- The hours spent on each service shall be reported through City's software application procured from a third party vendor of City's choice (paid by Nationwide Environmental Services).

Fiscal Impact:

The cost for graffiti abatement services will not exceed \$96,720. The cost will be covered by the Litter Abatement Fund (\$48,707) and General Fund (\$48,013).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE THE RESTATED CONTRACT WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR GRAFFITI ABATEMENT SERVICES TO SUPERCEDE THE CURRENT CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, on February 15, 2011, the City entered into agreement with Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation for graffiti abatement services; and

WHEREAS, the initial agreement was for one-year term from April 1, 2011 through March 31, 2012 for a monthly rate of \$3,900; and

WHEREAS, the contract was for a one person crew providing graffiti abatement services 8 hours per day on Friday, Saturday, and Sunday; and

WHEREAS, on March 20, 2012, the City entered into a contract amendment for a seven year term from April 1, 2012 through March 31, 2019 for a monthly rate of \$3,900. The monthly rate was subject to an annual CPI increase beginning on April 1, 2014. There were no other changes in the terms of the contract; and

WHEREAS, under the provision for services, the agreement called for an additional payment for staffing requested by the City. The City recently reached agreement with the contractor to resolve all claims pending for additional services through August 2016; and

WHEREAS, in order to avoid future claims and conflicting positions pertaining to the services under the agreement, contractor and the City wish to restate the contract to include detailed clarification of specific terms and conditions, supercede the existing contract and provide for additional monitoring of the services by the City to insure prompt response, document services provided, and evaluate the effectiveness of contractor in rendering the services under the agreement; and

WHEREAS, specific changes in the restated contract include the following: (1) two person working crew for eight (8) working hours per day for three days per week for fifty-two (52) weeks per calendar year; (2) a contract in a not-to-exceed amount of \$96,720. There shall be no adjustment to total compensation under the agreement without written instructions and/or directions from City specifying the additional work to be performed and the rate to be charged for such work, including a not-to-exceed amount for the work in question; and (3) the hours spent on each service shall be reported through City's software application procured from a third party vendor of City's choice (paid by Nationwide Environmental Services).

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

Section 1. The City Council authorizes the Mayor to execute the restated contract with Nationwide Environmental Services for graffiti abatement services in an amount not-to-exceed \$96,720.

Section 2. That the City Council hereby directs Finance to transfer funds to cover the cost of graffiti abatement services:

FROM		TO	
\$48,013	1011.25.205.62001	\$48,013	2851.45.615.62015

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 6th day of August 2016.

Edwin Hernandez, Mayor

ATTEST:

Maria Quinonez
City Clerk

Amanda Hall
Finance Director

APPROVED AS TO FORM:

David A. Garcia
City Attorney

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made as of September __, 2016 by and between the **City of Lynwood**, a municipal corporation ("CITY") and **NATIONWIDE ENVIRONMENTAL SERVICES**, a division of Joe's Sweeping, Inc., a California corporation ("CONTRACTOR"). CITY and CONTRACTOR 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 CONTRACTOR to provide services to CITY as set forth in the attached **Exhibit A**; and

WHEREAS, CONTRACTOR represent 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.

WHEREAS, CITY and CONTRACTOR entered into a Services Agreement on February 15, 2011 (the "Current Agreement") to provide services to CITY as set forth in the attached **Exhibit A**; and

WHEREAS, CITY and CONTRACTOR now wish to modify and restate the Current Agreement in the manner set forth in this Agreement to continue to provide services to CITY as set forth in the attached **Exhibit A**.

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

1. **Contractor's Services.**

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

B. Time of Performance. CONTRACTOR 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 is a successor and restated agreement to the Current Agreement, and shall commence on August 1, 2016 (the "Commencement Date") and shall terminate on March 31, 2019 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. The parties may, by mutual agreement, elect to extend the term of this agreement. All terms and conditions for such an extension shall be by written agreement only.

3. **Compensation.**

A. CITY agrees to compensate CONTRACTOR 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 services performed together with the hours spent on each service and shall be reported through CITY's software application procured from a third party vendor of CITY's choice. CITY shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, CONTRACTOR 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 CONTRACTOR for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to CONTRACTOR pursuant to this Agreement shall not exceed NINETY SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$96,720.00). CONTRACTOR shall provide a two person working crew for eight (8) working hours per day for three days per week for fifty two (52) weeks per calendar year. The schedule of work shall be as set forth in Scope of Work in **Exhibit A**. **THERE SHALL BE NO ADJUSTMENT TO TOTAL COMPENSATION UNDER THIS AGREEMENT WITHOUT WRITTEN INSTRUCTIONS AND/OR DIRECTIONS FROM CITY SPECIFYING THE ADDITIONAL WORK TO BE PERFORMED AND THE RATE TO BE CHARGED FOR SUCH WORK, INCLUDING A NOT TO EXCEED AMOUNT FOR THE WORK IN QUESTION.**

C. If at the request of the CITY, CONTRACTOR 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 and part of the above compensation, CONTRACTOR shall be entitled to reimbursement of such expenses. CONTRACTOR shall only be reimbursed for those expenses which: (i) appear on CONTRACTOR's monthly invoices; (ii) are accompanied by a copy of the CITY's written authorization for CONTRACTOR to incur such expenses; and (iii) receipts documenting such expenses.

Notwithstanding the foregoing, CONTRACTOR shall, at its own expense, equip any vehicle used in providing CITY service with GPS locator service combined with a "geo-fencing" capability so that CITY may determine location of the vehicle(s) in question and when the vehicle(s) is no longer in the CITY.

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

CITY of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: J. Arnoldo Beltrán, City Manager

CONTRACTOR

NATIONWIDE ENVIRONMENTAL SERVICES
11914 Front Street
Norwalk, CA 90650
Attn: Ani Samuelian

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 (one (1) page)

Exhibit B – General Terms and Conditions (seven (7) pages)

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

CITY

CITY OF LYNWOOD

By: _____
Edwin Hernandez, Mayor

Date

By: _____
J. Arnoldo Beltran, CITY Manager

Date

ATTEST:

By: _____
Maria Quinonez, CITY Clerk

Date

APPROVED AS TO FORM:

By: _____
David A. Garcia, CITY Attorney

Date

**CONTRACTOR
NATIONWIDE ENVIRONMENTAL SERVICES,
A Division of Joe's Sweeping, Inc., a California
Corporation**

By: _____
Never Samuelian

Date

Its: President

EXHIBIT A
SCOPE OF SERVICES

Insert from original agreement between CITY and CONTRACTOR is hereby incorporated as though set out in full herein. In the event the provisions of the Agreement differ from those of the insert, the provisions of the Agreement shall govern.

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR' employees, except as set forth in this Agreement. CONTRACTOR 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 but only independent contractors.

B. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR 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 CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between CITY and CONTRACTOR, then CONTRACTOR agrees to reimburse CITY for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR' employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable worker's compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR' failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance and CITY Responsibilities

A. CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR other than those specified in **Exhibit A**, or those so assigned in writing to CONTRACTOR by the City Manager or his/her designee.

B. The City Manager shall, until further notice to CONTRACTOR, administer this Agreement and provide for immediate supervision of CONTRACTOR with respect to the services to be provided hereunder.

3. Indemnification.

A. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or any other person for, and CONTRACTOR 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 or allegedly caused by MES's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of CONTRACTOR, its agents, officers, directors, subcontractors, or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the CITY's sole negligence or willful acts or omissions.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required in this Section, CONTRACTOR 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 for a period of four years 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 coverage's which may have been required under this Agreement or any additional insured endorsements which may extend to CITY.

4. Insurance.

A. Without limiting CONTRACTOR indemnification of Indemnitees pursuant to Section 3 of this Agreement, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or Attorney's employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

(iii) 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;

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. CONTRACTOR agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it.

G. CONTRACTOR 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 CONTRACTOR and the cost of such insurance may be deducted, at the option of CITY, from payments due CONTRACTOR.

5. Confidentiality. CONTRACTOR in the course of its duties may have access to

confidential data of CITY, private individuals, or employees of the CITY. CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR.

7. Conflict of Interest.

A. CONTRACTOR 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 CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR. CONTRACTOR' covenant under this section shall survive the termination of this Agreement.

8. Termination. CITY may terminate this Agreement with or without cause upon thirty (30) days' written notice to CONTRACTOR. The effective date of termination shall be upon the date specified in the notice of termination. CONTRACTOR agrees that in the event of such termination, CITY's obligation to pay CONTRACTOR 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, CONTRACTOR 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.

9. Personnel. CONTRACTOR represent 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 CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of CONTRACTOR' services under this Agreement, but CITY reserves the right, for good cause, to require CONTRACTOR to exclude any employee from performing services on CITY's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. CONTRACTOR 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR 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. CONTRACTOR 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.

11. Assignment. CONTRACTOR shall not assign or transfer any interest in this Agreement nor the performance of any of CONTRACTOR' obligations hereunder, without the prior written consent of CITY, and any attempt by CONTRACTOR to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Performance Evaluation. For any Agreement in effect for more than twelve months, 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 CONTRACTOR prior to preparing the written report. If any noncompliance with the Agreement is found, CITY may direct CONTRACTOR to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

13. Compliance with Laws. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to comply with this Section.

14. Licenses. At all times during the term of this Agreement, CONTRACTOR 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.

15. 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 CONTRACTOR 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 CONTRACTOR, 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.

16. 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 contractors.

17. 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 CONTRACTOR' regular business hours or by facsimile before or during CONTRACTOR' 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.

18. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

19. 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.

20. 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 CONTRACTOR 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 CONTRACTOR warrants and represents that he/she has the authority to execute this Agreement on behalf of the CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: Mark Flores, Director of Recreation and Community Services 

SUBJECT: Request for Fee Waiver and Bateman Hall Facility Use

Recommendation:

Staff recommends that the City Council review a request by the Council of Mexican Federations (COFEM) for a reduction in fees, consider staff's recommendation on the matter and approve one of the following options:

1. Direct staff to process and complete the facility use application as a full-rate rental.
2. Direct staff to process and complete the facility use application at the proposed non-profit discount rate.
3. Direct staff to process and complete the facility use application with full fee waiver and adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF THE BATEMAN HALL AUDITORIUM AND ROOM #2 AND WAIVING THE RENTAL FEES IN THE AMOUNT OF \$1,876."
4. Another option as deemed appropriate by the City Council.

Background:

On July 5, 2016, staff received and began to process an application from the Council of Mexican Federations (COFEM) for rental use of Bateman Hall for an event proposed for October 8, 2016. The applicant is now requesting a waiver of fees for the event.

AGENDA
ITEM

23

Discussion & Analysis:

On August 20, 2016, staff received a formal written request from COFEM Executive Director, Annabella Bastida requesting a reduction in fees to use the Bateman Hall facility for its annual conference. (Please refer to attached letter of request). The letter of request states that the City "...allow COFEM to be treated as a local non-profit for purposes of a lower cost..." Attached to the letter of request for a fee reduction, COFEM also submitted a "Fee Reduction/ Waiver" form that also states that COFEM be "allowed to pay the lower Lynwood fee..."

On August 23, 2016, Director Flores talked with COFEM Executive Director, Annabella Bastida via telephone. Again, on behalf of COFEM, Ms. Bastida requested that they be considered for a non-profit rental rate. A non-profit rate quote was provided to Ms. Bastida via email on the same day (8/23/16). Staff called Ms. Bastida that afternoon to discuss the revised rate, Ms. Bastida stated that she could not talk at that moment and would contact staff at her earliest convenience. No further communication was received by staff from COFEM after 8/23/16.

City Policy

In order to best serve the needs and interests of residents and the City, through resolution and policy, the City of Lynwood adopted the following policies that guide and prioritize facility user groups and fee levels:

- A. *Facilities Use Policy* (Resolution #2004.188)
 - o Establishes Policy for the use of city-owned facilities, sets rental fee classifications and limits exemptions (*Attached*)

- B. *No Fee Waiver Policy* (City Council Policy approved 6/15/04 – Agenda Item #18)
 - o No fee waivers (use without charge) to be considered or granted.
 - o Exemptions made for City use and "Lynwood Resident Nonprofit" groups that have 60%+ Lynwood resident membership; a principal meeting place within Lynwood City limits; a primary purpose to benefit the Lynwood community and have a 501c3 in good standing with the IRS.

Under the "user group" categories established by the adoption of the *Facilities Use Policy* (Resolution #2004.188), the COFEM organization falls under the Group "E" category. Under the policy, only Groups "A" and "B" are eligible for fee waivers. The City Council and staff are aware that the COFEM group has conducted community work within the City of Lynwood – related to the local immigrant community and AB540 students. In consideration of these community efforts, the Council's support of the group's mission, COFEM's own written requests to be classified as a local non-profit for purposes of facility use fees, and the need to address City costs for hosting this event, staff respectfully recommends that the City Council approve Option #2 – the proposed "*Lynwood Nonprofit*" discount to be applied to the COFEM request.

Proposed Lynwood Non-Profit Group Rate Itemization for this request:

- Base Rental = \$725
- Liability Insurance: \$149
 - (COFEM may provide own certificate with "City of Lynwood" named as an additional insured.)
- Security: \$320 (two guards)
- Staffing Cost: \$160
- *Total Cost of Rental: \$1,354 (or \$1,205 if COFEM provides evidence of event insurance)*

Key Considerations

- Event Insurance must be provided whether or not COFEM chooses to use their own or the City's provider.
- Fee Waivers/Discounts are applied to the base use rate. Facility/event amenities (linens, set-up, a la carte items, security, etc...) should be considered separately.
- Security Guards are required for this event as proposed.

Fiscal Impact:

The total estimated revenue/loss to the City for this request is dependent upon the final fee option that is approved. The various rental fee options have the following fiscal impacts:

Fee Options

1. *Full Rental Revenue:* \$1,876

2. *Reduced Non-profit Rate Rental Revenue:*
 - Revenue to City: \$1,354 (*\$1,205 w/own insurance*)
 - Revenue Loss: (\$522) (*or \$671 w/own insurance*)

3. *Full Fee Waiver*
 - Revenue Loss (\$1,876)
 - User must provide event insurance through own provider or City option.

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 THE BATEMAN HALL AUDITORIUM AND ROOM #2 AND WAIVING THE RENTAL FEES IN THE AMOUNT OF \$1,876

WHEREAS, a request was made by the Council of Mexican federations to host an event at Bateman Hall via a fee waiver; and

WHEREAS, the purpose of the event is to conduct its annual membership conference; and

WHEREAS, the event will take on Saturday, October 8, 2016 from 8:00 a.m. to 3:00 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 City facilities as requested and the waiver of relative facility rental fees.

Section 2. The City Council further finds that this request provides an important public purpose of benefit to Lynwood residents and businesses.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 6th day of September 2016.

Edwin Hernandez, Mayor

ATTEST:

Maria Quinonez, City Clerk

J. Arnaldo Beltrán, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

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

EXHIBIT A

CITY OF LYNWOOD FACILITIES USE POLICY

1. This policy shall apply to all City-owned Facilities (the "Facilities"), including but not limited to:
 - a. Lynwood Community Center
 - b. Lynwood City Park (Soccer Field, Baseball Diamond)
 - c. Lynwood Natatorium
 - d. Bateman Hall
2. The Department of Recreation and Community Services in the City of Lynwood is charged with the obligation of providing wholesome recreational opportunities for the citizens of Lynwood. These recreational opportunities must be provided so as to accommodate a variety of interests, agencies and abilities, and no inequalities or discrimination can exist with regard to race, religion, sex, economic status or place of residence within the City of Lynwood.
3. While prime consideration must be given to the activity programs conducted by the City and the Recreation and Community Services Department, the Department shall encourage, assist, supplement and coordinate programs and activities of groups, organizations and associations whose aims and objectives are akin to those of recreation, as well as those group providing services/activities which serve a public purpose and provide benefits to the City of Lynwood and its residents.
4. For administrative and priority of use purposes, users of The facilities are classified into six (6) groups:

GROUP A	City and City-Sponsored or Co-Sponsored Programs/Events/Groups
GROUP B	Lynwood Non-Profit Community Service/Civic Groups
GROUP C	Lynwood Resident Non-Profit Groups
GROUP D	Lynwood Residents
GROUP E	Lynwood Nonresidents
GROUP F	Governmental Agencies (other than the City of Lynwood)

The criteria for membership in these groups are listed below.

5. **City and City-Sponsored or Co-Sponsored Programs/Events/Groups**
 - a. **Definition:**
 - i. Use by City Departments, including City Department Training and community meetings;
 - ii. Use for Recreation and Community Services Programs;
 - iii. Use for City Council Meetings and any other Council authorized or officially City-sponsored program or organization;

- iv. Use for City Co-sponsored events when the City Council has authorized both City co-sponsorship of an event and waiver of Facilities rental for that event;
 - v. Use by the Lynwood Unified School District ("LUSD") when Facilities use without rental fees is provided for under the terms of any then-current Joint Use Agreement.
- b. **Political fundraisers.** Political Fundraisers and other parties/events hosted or held on behalf of incumbents, declared candidates for public office or City employees do not fall within the definition of City and City-Sponsored or Co-Sponsored Programs/Events/Groups.
 - c. City and City-Sponsored or Co-Sponsored Programs/Events/Groups as defined in section 5.a of the Policy normally do not pay facility rental fees unless the particular use imposes additional expenses (direct costs) to the City, or waiver of Facilities rental fees are not specifically authorized by the Council when the City acts as a Co-Sponsor of an event.
 - d. City and City-Sponsored or Co-Sponsored Programs/Events/Groups will be subject to the Group A rate schedule.

6. Lynwood Non-Profit Community Service/Civic Groups

- a. **Definition.** Those organized non-profit, service, youth, civic and community groups which:
 - i. are engaged in providing community service, social or civic activities which **solely** benefit the City of Lynwood, its residents and/or businesses; and
 - ii. have a principal and permanent meeting place within the corporate limits of the City of Lynwood; and
 - iii. have been in **existence in the City of Lynwood for at least (3) years**; and
 - iv. have a **membership of at least 60% Lynwood Residents**; and
 - v. are qualified charitable organizations in accordance with sections 501(c)3 or 501(c)4 of the Internal Revenue Code; or
 - vi. are registered (tax-exempt) California charities; or
 - vii. are unincorporated California non-profit associations; or
 - viii. Are among the "Grandfathered" organizations listed below
 - 1. "Grandfathered" organizations are those Lynwood based non-profit community service/civic organizations which have historically been permitted to hold regular meetings/activities in designated City facilities without paying rental fees.
- b. Qualified and Grandfathered Lynwood Non-profit Community Service/Civic Groups ("CSCG's") are permitted to use designated Facilities without paying rental fees for regular weekly or monthly meetings/activities which:
 - i. do not to exceed four (4) uses per month and four (4) hours per use. Historical meeting patterns and/or the organization's bylaws will be adhered to avoid over-use; and

- ii. have a membership open to the public; and
 - iii. do not charge admission fees; and
 - iv. do not involve special set-up, clean up or other direct costs to the City (any direct costs must be paid by the Lynwood Non-profit CSCG)
 - v. are not banquets, dances, fundraisers or other private parties/events
- c. Provided that the City does not otherwise have a request for use of a Facility for which a use fee is to be paid to the City for the specific date, Qualified and Grandfathered Lynwood Non-profit CSCG's are also permitted one (1) "social" use of a Facility free of rental fees per fiscal year.
- i. The facility to be used will be designated by the Director of the Department of Recreation and Community Services, based on the nature of the event and facility availability. Such use may be for an award ceremony, a potluck or large group meeting, so long as the event is open to the public and is not a fundraiser. Only rental fees are waived for such an event, and any direct cost associated with the event must be borne by the CSCG.
- d. All other non-profit purpose uses of The Facilities by Qualified or Grandfathered Lynwood Non-profit CSCG's will be subject to the Group C rate schedule.
- e. Uses for private events (weddings, birthday parties, quinceañeras, etc.) conducted by members of Lynwood Non-Profit CSCG's shall be subject to the Group D rate schedule.
- f. In order to qualify for Lynwood Non-Profit CSCG regular meeting use at no charge, each organization must **either**:
- i. Annually submit a completed application requesting Lynwood Non-profit CSCG status, signed by the president or presiding officer of the organization, to the Director of the Department of Recreation and Community Services for consideration and verification, together with documentation including, but not limited to:
 - 1. A membership roster, listing names, addresses and phone numbers of all members of the organization
 - 2. Bylaws
 - 3. Conformed articles of incorporation or articles of organization (for unincorporated associations)
 - a. If organization is a corporation, a Certificate of Good Standing from the California Secretary of State
 - 4. Proof of 501(c)3 or 501(c)4 status, or proof of California tax exemption
 - a. A non-incorporated organization may submit conformed articles, a constitution or bylaws which clearly state that the objectives of the organization are of a non-profit, non-commercial, and non-discriminatory nature.

5. A description of the community services and civic/social activities the organization **regularly provides** to the City and/or the residents of Lynwood
 - a. **The organization must provide direct and tangible benefits or services to the City or its residents**
 - ii. Be among the Grandfathered organizations listed below (if any organization has been omitted from this list in error, it may be granted Grandfather status by the Director of the Department of Recreation and Community Services upon presentation of proper proof of past continuous use):
 1. Lynwood Chamber of Commerce
 2. Lynwood Women's Club
 3. Lynwood Block Watch Captains
 4. Lynwood Senior's Bingo Club
 5. Lynwood Chapter of AARP
 6. Lynwood Singles Dance Club
 7. Lynwood Rotary Club
 8. Lynwood Athletic Community Services
 9. Lynwood Sports Association
 10. Lynwood Clergy Community Information
 - g. The Director of the Department of Recreation and Community Services shall design an application for groups requesting Lynwood Non-profit CSCG status and submit same to the City Manager or his/her designee for approval.
 - h. Grandfathered Lynwood Non-profit CSCG organizational status will only be valid for the balance of the 2004-2005 fiscal year.
 - i. Grandfathered organizations must submit applications and qualify for Lynwood Non-profit CSCG status prior to July 1, 2005 to continue to receive waiver of rental charges for regular meetings/activities after July 1, 2005.
 - ii. Thereafter, Grandfathered Non-profit CSCG's must re-apply annually to receive CSCG status.
 - i. For purposes of use for regular meetings/activities (as defined in section 6.b of this Policy) and the single annual social use (as defined in section 6.c of this Policy), the Group B rate schedule applies to Qualified or Grandfathered Lynwood Non-profit CSCG's

7. Lynwood Resident Non-profit Groups

- a. **Definition.** Those organized non-profit groups which:
 - i. have a **membership of at least 51% Lynwood Residents**, and
 - ii. have a principal and permanent meeting place within the corporate limits of the City of Lynwood, and
 - iii. have been in existence in the City of Lynwood for at least two (2) years, and

- iv. plan, coordinate, produce an activity, provide a service or operate a specific function for the City or community of Lynwood; and
 - v. are qualified charitable organizations in accordance with Section 501(c)3 or 501(c)4 of the Internal Revenue Code; or
 - vi. are registered (tax-exempt) California charities; or
 - vii. are unincorporated California non-profit associations; or
 - viii. are Qualified or Grandfathered Lynwood Non-profit CSGS's as described in section 6.a of this Policy, using the Facilities for the group's non-profit purpose (other than regular meetings/activities as defined in sections 6.b and 6.c of this Policy).
- b. In order to qualify for the Lynwood Resident Non-profit Group ("RNPG") discount rates, each organization must present a completed application, signed by the president or presiding officer of the organization, to the Director of the Department of Recreation and Community Services for consideration and verification, together with documentation including, but not limited to, the following:
- i. A membership roster, listing names, addresses and phone numbers of all members of the organization
 - ii. Bylaws
 - iii. Conformed articles of incorporation or articles of organization (for unincorporated associations)
 - 1. If organization is a corporation, a Certificate of Good Standing from the California Secretary of State
 - iv. Proof of 501(c)3 or 501(c)4 status, or proof of California tax exemption
 - 1. A non-incorporated organization may submit conformed articles, a constitution or bylaws which clearly state that the objectives of the organization are of a non-profit, non-commercial, and non-discriminatory nature.
- c. The Director of the Department of Recreation and Community Services shall design an application for groups requesting Lynwood RNPG status and submit same to the City Manager or his/her designee for approval.
- d. In order to receive the RNPG discount rate, organizations must submit applications to the Director of the Department of Recreation and Community Services not less than thirty (30) days before the first requested use. Qualifying organizations will be required to submit new Lynwood RNPG applications on an annual basis to ensure continued qualification status.
- e. The Group C rate schedule applies to qualified Lynwood RNPG's when they are engaging in events associated with the Group's non-profit purpose.
- f. Uses for private events (weddings, birthday parties, quinceañeras, etc.) conducted by members of Lynwood Non-Profit CSCG's shall be subject to the Group D rate schedule.

8. Lynwood Residents.

- a. **Definition.** Groups include businesses, private individuals and other organizations which are based in the City of Lynwood, but do not qualify as Lynwood Resident Non-Profit Groups. Also included are events such as private parties, weddings, birthday parties, quinceañeras, etc., held by members of qualified Lynwood Non-profit CSCG's or RNPG's.
- b. To qualify for the Lynwood Resident Group rate, proof of Lynwood residency must be presented when the reservation of a facility is made.
 - i. Individuals must present a Driver's License, utility bill or other documentation which establishes domicile in the City of Lynwood.
 - ii. Businesses must present a valid City of Lynwood Business License.
 - iii. Organizations must provide proof of
 1. membership consisting of at least 51% Lynwood residents (such as a membership roster); and
 2. Meeting or organization location in the City of Lynwood.
- c. Use of The Facilities by Lynwood Resident Groups for private parties and other similar non-public purpose events will be subject to the Group D rate schedule

9. Lynwood Non-Residents.

- a. **Definition.** Businesses, private individuals and other organizations which are located outside the City of Lynwood.
- b. Use of The Facilities by Lynwood Nonresident Groups for private parties and other events will be subject to the Group E rate schedule.

10. Governmental Agencies.

- a. **Definition.** Federal, State, County and Municipal agencies (other than the City of Lynwood) when conducting an activity that provides some public service to the community of Lynwood.
- b. Qualifying use by these agencies will be limited to use of Bateman Hall and subject to the Group F rate schedule.

11. Fee waivers.

- a. Except for use by Groups A and B as defined in sections 5.a and 6.a of this Policy, **fee waivers for rental of the Facilities shall not be permitted or granted.** All Groups are responsible for any direct costs associated with use of the facilities (such as security guards, linen service, use of City-owned equipment, etc.). The costs associated with these additional services will be posted in the Fee Schedules as adjusted from time to time pursuant to section 6-4 of the Lynwood Municipal Code.

12. Rules and Regulations.

- a. Use of the Facilities by all groups shall be subject to the Rules and Regulations, Reservation Policies, Rental Schedules and Deposit/Refund Policies as promulgated from time to time by the Recreation and Parks Commission pursuant to section 10-7 of the Lynwood Municipal Code.

13. Applications for Group Status and Use.

- a. All Lynwood Non-profit CSCG and Lynwood RNPG applications, and applications for permission to use the Facilities shall be available in the Recreation and Community Services office located at 11301 Bullis Road, Lynwood, CA.

14. Availability.

- a. All uses by Groups B, C, D, E and F are subject to availability. Group A functions shall have the highest priority.

EXHIBIT B
RENTAL RATE SCHEDULE BY GROUP
GROUP A

City and City-Sponsored or Co-Sponsored Programs/Events/Groups as defined in section 5.a of the City of Lynwood Facilities Use Policy (the "Policy") are not normally subject to facility rental fees unless the particular use imposes additional expenses (direct costs) to the City, or waiver of Facilities rental fees are not specifically authorized by the Council when the City acts as a Co-Sponsor of an event. Use of City Facilities without rental fees by the LUSD will be governed by the terms of any then-current Joint Use Agreement.

GROUP B

Lynwood Community Service/Civic Groups as defined in section 6.a of the Policy will not be subject to Facilities rental fees for (1) the regular meetings/activities described in section 6.c of the Policy or (2) the one (1) social use described in section 6.c of the Policy. These groups are subject to the Group C rates for all non-profit purpose events, and are subject to Group D rates for the 4 types of events described in section 6.e of the Policy. Group B users must pay the customary fees for any activities which result in additional expenses (direct costs) to the City.

GROUP C

The following rates apply to **Lynwood Resident Non-Profit Groups**, as defined in section 7.a of the Policy, when the Facilities are being used for the Group's non-profit purpose. These groups are subject to the Group D rate for the types of events described in section 7.f of the Policy. Group C users must pay the customary fees for any activities which result in additional expenses (direct costs) to the City.

COMMUNITY CENTER:

	DAY RATE		EVENING RATE	
GYMNASIUM	10.00/HR.	(4HR. MIN.) = 40.00	15.00/HR.	(4HR. MIN.) = 60.00
ROOM# 1	8.00/HR.	(4HR. MIN.) = 32.00	12.00/HR.	(4HR. MIN.) = 48.00

CAR WASHES AT COMMUNITY CENTER: \$12.50 per date (charge is for water use and clean-up)

<u>CITY PARK:</u>	DAY RATE		EVENING RATE		
BALL DIAMOND	12.00/HR.	(2HR. MIN.) =	24.00	15.00/HR.	(2HR. MIN.) = 30.00
SOCCER FIELD	12.00/HR.	(2HR. MIN.) =	24.00	12.00/HR.	(2HR. MIN.) = 24.00

Cleaning/Security Deposit - Ball Diamond \$100.00 (not required for non diamond prep. use)
 (See page 4 for lights and/or field maintenance fees.)

Cleaning/Security Deposit: Gymnasium - \$100.00; Room #1 - \$ 40.00

Cleaning/Security deposit is refundable "only" if the room is cleaned after usage.

Security Guards - \$15.00/hour per guard (5 hour minimum).

SECURITY GUARDS- two or more may be assigned for any rental, which, in the judgment of the Recreation & Community Services Department, might require their presence to enforce department policies. The cost of security guards shall be in **ADDITION TO THE BASIC RENTAL FEES.**

EXHIBIT B
RENTAL RATE SCHEDULE BY GROUP
GROUP C - CONTINUED

NATATORIUM:

0 TO 150	\$40.25/HR.	2 HOUR MINIMUM =	80.50
151 TO 200	46.00/HR.	2 HOUR MINIMUM =	92.00
201 TO 250	74.75/HR.	2 HOUR MINIMUM =	149.50

BATEMAN HALL:

See Page 4

GROUP D

The following rates apply to **Lynwood Residents** as defined in section 8.a of the Policy.

COMMUNITY CENTER:

	<u>DAY RATE</u>		<u>EVENING RATE</u>	
GYMNASIUM	15.00/HR. (4HR. MIN.) =	60.00	20.00/HR. (4HR. MIN.) =	80.00
ROOM# 1	10.00/HR. (4HR. MIN.) =	40.00	15.00/HR. (4HR. MIN.) =	60.00
RACQUETBALL COURT	2.00/HR per person (1HR. MIN.) =	2.00	2.00/HR. (1HR. MIN.) =	2.00
SKATE PARK	Free hours are FROM 3:00P.M. TO 8:00 P.M. MONDAY - FRIDAY SATURDAY & SUNDAY FROM 12:00NOON TO 8:00P.M.			

CITY PARK:

	<u>DAY RATE</u>		<u>EVENING RATE</u>	
BALL DIAMOND	20.00/HR. (2HR. MIN.) =	40.00	25.00/HR. (2HR. MIN.) =	50.00
SOCCER FIELD	15.00/HR. (2HR. MIN.) =	30.00	15.00/HR. (2HR. MIN.) =	30.00

Cleaning/Security Deposit: Ball Diamond \$100.00 (not required for non-diamond prep. use)
 (See page 4 for lights and/or field maintenance fees.)
 Cleaning/Security Deposit: Gymnasium - \$100.00; Room # - \$ 40.00 each
Cleaning/Security Deposit is refundable "only" if the room is cleaned after usage.

Security Guard - \$15.00/hour per guard (5 hour minimum).

SECURITY GUARDS: Two or more may be assigned for any rental, which, in the judgment of the Recreation & Community Services Department, might require their presence to enforce department policies. The cost of security guards shall be in **ADDITION TO THE BASIC RENTAL FEES.**

NATATORIUM:

0 TO 150	\$40.25/HR.	2 HOUR MINIMUM =	80.50
151 TO 200	46.00/HR.	2 HOUR MINIMUM =	92.00
201 TO 250	74.75/HR.	2 HOUR MINIMUM =	149.50

BATEMAN HALL:

See Page 4

GROUP E

**EXHIBIT B
RENTAL RATE SCHEDULE BY GROUP**

The following rates apply to **Lynwood Non Residents**, as defined in section 9.a of the Policy.

COMMUNITY CENTER:

	<u>DAY RATE</u>	<u>EVENING RATE</u>
GYMNASIUM	25.00/HR. (4HR. MIN.) = 100.00	30.00/HR. (4HR. MIN.) = 120.00
ROOM# 1	15.00/HR. (4HR. MIN.) = 60.00	20.00/HR. (4HR. MIN.) = 80.00
RACQUETBALL COURT	2.00/HR per person (1HR. MIN.) = 2.00	2.00/HR (1HR. MIN.) = 2.00
SKATE PARK	Free hours are FROM 3:00 P.M. TO 8:00 P.M. MONDAY – FRIDAY	
SATURDAY & SUNDAY FROM 12:00 NOON TO 8:00 P.M.		

<u>CITY PARK:</u>	<u>DAY RATE</u>	<u>EVENING RATE</u>
BALL DIAMOND	25.00/HR. (2HR. MIN) = 50.00	35.00/HR. (2HR. MIN.) = 70.00
SOCCER FIELD	25.00/HR. (2HR. MIN) = 50.00	25.00/HR. (2HR. MIN.) = 50.00

Cleaning/Security Deposit - Ball Diamond \$100.00 (not required for non diamond prep. use)
(See page 4 for lights and/or field maintenance fees.)

Cleaning/Security Deposit: Gymnasium - \$100.00
Cleaning/Security Deposit: Room #1 - \$ 40.00

Cleaning/Security Deposit is refundable **“only”** if the room is cleaned after usage.

Security Guard - \$15.00/hour per guard (5 hour minimum)

SECURITY GUARDS- two or more may be assigned for any rental, which, in the judgment of the Recreation & Community Services Department, might require their presence to enforce department policies. The cost of security guards shall be in **ADDITION TO THE BASIC RENTAL FEES.**

NATATORIUM:

0 TO 150	\$63.25/HR.	2 HOUR MINIMUM =	126.50
151 TO 200	74.75/HR.	2 HOUR MINIMUM =	149.50
201 TO 250	94.75/HR.	2 HOUR MINIMUM =	189.50

BATEMAN HALL: See Page 4

GROUP F

The following rates apply to **Governmental Agencies**, as defined in section 10.a of the Policy.

BATEMAN HALL USE ONLY

SEE PAGE 4

EXHIBIT B
RENTAL RATE SCHEDULE BY GROUP
BATEMAN HALL

AUDITORIUM:

ROOM 1 or ROOM 2

Saturday Events (dancing)

\$2,895.00 – Groups B & C
\$2,995.00 – Group D
\$3,145.00 – Groups E & F

Daily Events (dancing)

\$800.00 – Groups B, C, D, E & F

Sunday through Friday Events (dancing)

\$1,980.00 – Groups B, C, D, E and F

Saturday Reservations (no dancing)

\$670.00 – Groups B, C, D E & F

Saturday Reservations (no dancing)

\$1,420.00 – Groups C, D and E

Sunday through Friday Reservations (no dancing)

\$135.00 – Group F
\$435.00 – Groups B & C
\$570.00 – Groups D & E

Sunday through Friday (no dancing)

\$355.00 – Group F
\$915.00 – Groups B & C
\$1,065.00 – Groups D & E

BASEBALL DIAMOND LIGHTS RENTAL & MAINTENANCE

DIAMOND LIGHT USAGE:

DIAMOND #1 9.50/HR.

DIAMOND #2 8.50/HR.

BASEBALL DIAMOND USAGE:

- A. **In the use of baseball diamonds and lighted field areas-Recreation & Community Services Department activities and/or other City-sponsored functions will receive priority over other requests. Lynwood groups, clubs, organizations or individuals will receive preference over requests made from groups outside the community.**

BASEBALL DIAMOND MAINTENANCE FEES

1. The Recreation & Community Services Department does not provide regular maintenance for rental groups using the baseball diamonds.
2. Special requests for maintenance may be granted with the group making the request for cost of employee time and material in preparing the field. Minimum cost is applicable. All fees are due and payable two weeks prior to date of requested use.



City of LYNWOOD

A City Meeting Challenges

11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220



DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager 

PREPARED BY: Office of the City Attorney

SUBJECT: Ordinance adding Chapter 4 Section 34 to Title 4 Licensing and Business Regulations of the Lynwood Municipal Code relating to the licensing and regulation of Medical Cannabis Cultivation- and Manufacturing-Related businesses in the City of Lynwood

APPLICANT: City of Lynwood

SUMMARY:

This is a proposed ordinance allowing for the establishment of medical cannabis cultivation and manufacturing-related businesses and regulations on the location and operational requirements of said businesses. The draft ordinance is particularly detailed and encompasses areas of the land use application minimum requirements, criteria for selection method, definition of terms, operational requirements, security measures, location restrictions, and renewal and revocation procedures.

This does not change the ban on medical marijuana dispensaries established by Ordinance No. 1632, Section 25-200-1 of Chapter 25 Article 200 and Chapter 25 Appendix A of The Lynwood Zoning Code, which would continue to be prohibited under this proposed ordinance.



RECOMMENDED ACTIONS:

1. Approve Resolution of the City Council of the City of Lynwood demonstrating an intent that the Planning Commission initiate a change in the City's Zoning Code to allow Medical Cannabis Cultivation- and Manufacturing-Related Businesses as a permitted land use in certain districts in the City of Lynwood;
2. Waive full reading, by title only, and introduce for first reading Ordinance No. ____ adding Chapter 4 Section 34 to Licensing and Business Regulations of the Lynwood Municipal Code entitled "Medical Cannabis Businesses and Activity."

BACKGROUND

In 1996, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996"). The intent of the Compassionate Use Act ("CUA") was to enable persons in need of marijuana for medical purposes to obtain and use marijuana without the threat of criminal prosecution under limited and specified circumstances. Under the CUA, "qualified patients" with a physician's recommendation for medical cannabis and "primary caregivers" are exempted from being prosecuted under Health and Safety Code Section 11357 (possession of marijuana) and 11358 (cultivation of marijuana) for specified amounts.

On January 1, 2004, the California State Legislature enacted Senate Bill 420 (the Medical Marijuana Program Act or "MMPA") to clarify the scope of the CUA to allow cities and other governing bodies to adopt and to enforce rules, regulations, and laws consistent with Senate Bill 420.

The California Supreme Court has made clear that neither the CUA nor the MMPA expressly or impliedly preempts the authority of cities or counties, under their traditional land use and police powers, to allow, restrict, limit or entirely exclude marijuana cultivation or distribution within their jurisdictions. The MMPA allows cities and counties to adopt local ordinances that regulate the location, operation or establishment of medical marijuana collectives and to enforce such ordinances. The safe distribution of marijuana, as contemplated by the CUA, and the safe distribution of marijuana edibles should include consideration of the safety of all residents and businesses, not just the users of marijuana or the consumers of the marijuana edibles. The proposed ordinance is designed to address safety and professional management in the operation of any proposed medical cannabis business.

On October 9, 2015, the Governor signed three pieces of state legislation which comprise the Medical Marijuana Regulation and Safety Act (MMRSA): AB 266, AB 243, and SB 643.

- AB 266 establishes a dual licensing structure requiring a state license and a local license or land use permit. The Department of Consumer Affairs will coordinate the overall regulatory structure establishing minimum health and safety and testing standards.
- AB 243 establishes a regulatory and licensing structure for cultivation sites under the Department of Food and Agriculture.
- SB 643 establishes criteria for licensing of medical marijuana businesses, regulates physicians, and recognizes local authority to levy taxes and fees.

Generally, and altogether, the MMRSA governs the licensing and control of all medical marijuana businesses in the state and provides criminal immunity for licensees. The legislation protects local control in several ways: it requires dual licensing; local governments may enforce state law in addition to local ordinance (upon request by the local jurisdiction); civil and criminal penalties are available for unlicensed activity;

DISCUSSION

The ordinance adds Chapter 4 Section 34 to Title 4 Licensing and Business Regulations of the Lynwood Municipal Code. The current draft of the proposed ordinance is extremely detailed. It covers the application and criteria for selection procedure, definition of terms, operational requirements, security measures and location restrictions.

It generally includes the following provisions:

1. Purpose and Intent – which is generally stated to regulate all commercial cannabis within the City
2. Legal Authority and Definitions.
3. Permit Application and Selection Process including:
 - a. Development Agreement required;
 - b. Maximum number of medical marijuana businesses permitted;
 - c. Initial application process;
 - d. Permittee selection guidelines;
 - e. Appeal procedure; and
 - f. Permit revocation and abatement.
4. Security measures, including limited access, storage and transportation plan, surveillance cameras and alarm systems.
5. Operating requirements including recordkeeping, limitations on City's liability, City rights of inspection and testing, and restrictions on ownership and location changes.
6. Manufacturing sites will be permitted in C-2 (Light Commercial), C2-A (Medium Commercial), C-3 (Heavy Commercial), PCD Planned Commercial Development, SPA Specific Plan Area, and M Manufacturing zones. No manufacturing site shall be located within six hundred feet of a school, day-care center, or youth center, within fifty feet of a residential zone, in conformance with state law. In addition, manufacturing sites will be

subject to all distance and other requirements of this Chapter and Code.

7. Cultivation sites will be permitted in C-2 (Light Commercial), C2-A (Medium Commercial), C-3 (Heavy Commercial), PCD Planned Commercial Development, SPA Specific Plan Area, and M Manufacturing zones. No cultivation site shall be located within six hundred feet of a school, day-care center, or youth center, within fifty feet of a residential zone, in conformance with state law. In addition, cultivation sites will be subject to all distance and other requirements of this Chapter and Code.

8. Manufacturing- and Cultivation-related cannabis businesses shall be permitted as permitted under State law so long as the other requirements are met.

Lynwood Municipal Code Chapter 25 Appendix A – Uses by Zoning District does not list Manufacturing- and Cultivation-related Medical Cannabis Businesses as a permitted use in any zoning district of the City. Pursuant to Lynwood Municipal Code section 25-115-1(a) a zoning map change may be initiated by resolution of the City Council.

Should the City Council approved this Ordinance, the Council should approve the attached resolution to present the necessary zoning change to the Planning Commission to permit the cannabis business use contained therein.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines. The amendment does not have the potential to cause a significant effect on the environment.

Fiscal Impact: The first reading and adoption of the new Ordinance and Resolution has no fiscal impact on the City or the City's General Fund. Failure to adopt the Ordinance and Resolution may have a long-term negative fiscal impact effect on the City's General Fund due to enforcement costs related to an unfunded State mandate for cultivation of cannabis.

Coordinated With:

City Attorney
City Clerk's Office

CHAPTER 4, SECTION 34

4-34-1: Purpose

A. The purpose of this article is to regulate all commercial cannabis activity in the City of Lynwood, as defined in Section 19300.5(j) of the California Business and Professions Code, to the extent authorized by state law and in a manner designed to minimize negative impact on the city, and to promote the health, safety, morals, and general welfare of residents and businesses within the city.

B. This article is further adopted and established pursuant to the specific authority granted to the City of Lynwood in Section 7 of Article XI of the California Constitution and Chapter 3.5 (commencing with Section 19300) of Division 8 of the California Business and Professions Code. These regulations shall govern all commercial cannabis activity that occurs within the jurisdiction of the City.

4-34-2: Definitions

Unless otherwise defined herein, the terms in this article shall have the same meaning as set forth in the MMRSA and any rules promulgated pursuant thereto. In addition, the following terms shall be defined as follows:

A. "Applicant" has the same meaning as that term is defined by Section 19300.5(b) of the California Business and Professions Code.

B. "Cannabis" has the same meaning as that term is defined by Section 19300.5(f) of the California Business and Professions Code.

C. "City" means the City of Lynwood, California.

D. "City manager" shall mean the city manager of the city or a duly authorized designee.

E. "Code" means the Lynwood Municipal Code.

F. "Commercial cannabis activity" has the same meaning as that term is defined by Section 19300.5(j) of the California Business and Professions Code, including the exclusion in Section 19319 of the California Business and Professions Code.

G. "Cultivation site" has the same meaning as that term is defined by Section 19300.5(l) of the California Business and Professions Code.

H. "Enclosed locked structure," means a structure that: (1) does not allow for the visibility of the interior from the outside; (2) is secured with a lock; (3) is completely surrounded on all sides by a wall; and (4) is roofed. Enclosed locked structures may include greenhouses, provided that only the roof of the greenhouse is made of transparent glass, and accessory buildings. All

enclosed locked structures shall comply with the city building code, city fire code, and all other applicable laws.

I. "Good cause" for purposes of refusing or denying an initial license under this chapter, for revoking a permit, or for refusing or denying a permit renewal or reinstatement, means:

1. The applicant has not obtained approval by the city council of a development agreement setting forth the general terms for the operation of a business under this Chapter or a Licensee breaches the terms of an applicable development agreement.
2. The applicant or licensee has violated any of the terms, conditions or provisions of this chapter, of state law, of any regulations and rules promulgated pursuant to state law, any applicable local rules and regulations, or any special terms or conditions placed upon its state license, local license or permit;
3. The licensed premises have been operated in a manner that adversely affects the public health, safety or welfare or the safety of the immediate neighborhood in which the establishment is located;
4. The applicant or licensee has knowingly made false statements, misrepresentations or material omissions on an application form, renewal form, or any other document submitted to the city;
5. The applicant or licensee's criminal history does not indicate that the applicant or licensee is of good moral character; or the applicant or licensee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made; except that, if the local licensing authority has issued a local license to the applicant or licensee, the City shall not consider any criminal history of the applicant or licensee that was disclosed to or discovered by the local licensing authority prior to the issuance of the local license and is confirmed by the applicant. For any criminal history that was not disclosed to or discovered by the local licensing authority prior to the issuance of the local license, or that arose after the issuance of the local license, the City shall conduct a thorough review of the nature of the crime, conviction, circumstances, and evidence of rehabilitation of the applicant or licensee, and shall evaluate the suitability of the applicant or licensee to be issued a permit based on the evidence found through the review. In determining which offenses are substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, the City shall consider the factors as set forth in Section 19323(b)(5) of the California Business and Professions Code;
6. The applicant or licensee is employing or allowing to volunteer any person whose criminal history indicates that person is not of good moral character;

7. The applicant or licensee fails to allow inspection of the security recordings, activity logs, or business records of the licensed premises by city officials; or
 8. An owner of the applicant or licensee is a licensed physician providing written documentation to qualified patients for medical cannabis.
- J. "Good moral character" means having a personal history that demonstrates the propensity to serve the public in the licensed area in a manner that reflects openness, honesty, fairness, and respect for the rights of others and for the law. In determining good moral character, the following standards shall apply:
1. A judgment of guilt in a criminal prosecution or a judgment in a civil action shall not be used, in and of itself, as proof of an individual's lack of good moral character. Such judgment may be used as evidence in the determination, and when so used the individual shall be notified and shall be permitted to rebut the evidence by showing that at the current time he or she has the ability to, and is likely to serve the public in a fair, honest and open manner, that he or she is rehabilitated, or that the substance of the former offense is not substantially related to the occupation or profession for which he or she seeks to be licensed.
 2. Notwithstanding Chapter 2 of Division 1.5 of the California Business and Professions Code, a prior conviction where the sentence, including any term of probation, incarceration, or supervised release is completed for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance, is not considered substantially related, and shall not be the sole ground for denial of a local license, except that any of the following convictions shall be deemed substantially related and may be the sole grounds for denying a local license or permit:
 - a. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance; or
 - b. A felony conviction for selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor; or
 - c. A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the California Health and Safety Code.
 - d. Conviction for any controlled substance felony subsequent to issuance of a permit shall be grounds for revocation of a permit or denial of the renewal of a permit.
- K. "Licensed premises" means the premises, consisting of a single or immediately adjoining parcel(s) as identified by valid street address and Assessor Parcel Number, specified in an application for a permit under this chapter, which are owned or in possession of the applicant or licensee and within which the applicant or licensee is applying for authorization to cultivate, manufacture, distribute, test, or is applying for multiple permitted uses within the same premises, in accordance with the provisions of this

chapter, the MMRSA, any development agreement approved by city council, and any rules adopted pursuant thereto.

- L. "Licensee" means a person who has been issued a commercial cannabis business permit issued pursuant to this chapter for one Licensed Premises.
- M. "Limited access area" means a building, room or other area that is part of the licensed premises where medical cannabis is grown, cultivated, stored, weighed, displayed, packaged, or sold to other medical cannabis businesses, under control of the licensee, with limited access to only authorized personnel.
- N. "Local license" means a business license granted by the City, pursuant to Chapter 4 of this code.
- O. "Manufactured cannabis" has the same meaning as that term is defined by Section 19300.5(ac) of the California Business and Professions Code.
- P. "Manufacturing site" has the same meaning as that term is defined by Section 19300.5(ae) of the California Business and Professions Code.
- Q. "Medical cannabis" has the same meaning as that term is defined by Section 19300.5(ag) of the California Business and Professions Code.
- R. "Medical cannabis business" means any person engaged in commercial cannabis activity.
- S. "Medical Marijuana Regulation and Safety Act" or "MMRSA" means Chapter 3.5 of Division 8 of the California Business and Professions Code, Section 147.5 of the California Labor Code, Section 31020 of the California Revenue and Taxation Code, Section 12029 of the California Fish and Game Code, Sections 11362.769 and 11362.777 of the California Health and Safety Code, and Section 13276 of the California Water Code.
- T. "Outdoors" means any location within the city that is not within an enclosed locked structure.
- U. "Owner" means, pursuant to Section 19300.5(b) of the California Business and Professions Code, owner of a medical cannabis business, including all persons having ownership interest other than a security interest, lien, or encumbrance on property that will be used by the medical cannabis business.
 - 1. If an owner is an entity, "owner" includes within the entity each person participating in the direction, control, or management of, or having a financial interest in, the proposed medical cannabis business.
 - 2. If an owner is a publicly traded company, "owner" means the chief executive officer and any person with an aggregate ownership interest of five percent or more in such company.

- V. "Person" has the same meaning as that term is defined by Section 19300.5(ah) of the California Business and Professions Code.
- W. "Permit" means authorization to conduct commercial cannabis activity pursuant to this chapter, State law, and upon the issuance of an occupancy permit and business license by the City.
- X. "Physician," as used in this chapter, shall mean an individual who possesses a license in good standing to practice medicine or osteopathy from the state of California.
- Y. "State law(s)" shall mean and include California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act); the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008, as such guidelines may be revised from time to time by action of the Attorney General; MMRSA, and all other applicable laws of the state of California.
- Z. "State license" has the same meaning as that term is defined by Section 19300.5(aj) of the California Business and Professions Code.
- AA. "State licensing authority" shall mean the Bureau of Medical Marijuana Regulation within the Department of Consumer Affairs, the Department of Public Health, or any other state agency responsible for the issuance, renewal, or reinstatement of a local license issued pursuant to Chapter 3.5 of Division 8 of the California Business and Professions Code or any state agency authorized to take disciplinary action against such local license.
- BB. "Transporter" has the same meaning as that term is defined by Section 19300.5(an) of the California Business and Professions Code.
- CC. "Written documentation" shall have the meaning set forth in Section 11362.7(i) of the California Health and Safety Code.
- DD. "Youth center" means any facility that is operated by a public agency or non-profit entity with the sole purpose of providing educational and/or recreational services to minors.

4-34-3: Relationship to other laws.

Except as otherwise specifically provided herein, this chapter incorporates the requirements and procedures set forth in Chapter 3.5 (commencing with Section 19300) of Division 8 of the California Business and Professions Code. In the event of any conflict between the provisions of this chapter and the provisions of that chapter or any other applicable state or local law, the more restrictive provision shall control.

4-34-4: Permitted Use

A. Medical cannabis businesses shall only be permitted to operate in the city following application, investigation, verification, approval and issuance of development agreement approved by the city council and a business license issued by the City in accordance with the criteria and procedures set forth in Chapter 4 of this code and in compliance with the Lynwood Municipal Code. No land use entitlement, permit (including building permit) approval, site plan, certificate of occupancy, zoning clearance, or other land use authorization for a medical cannabis business shall be granted or permitted unless it complies with the provisions of this chapter and the applicable building standards and the Lynwood Municipal Code. If there is a conflict between the requirements of another chapter and this chapter, the requirements of this Chapter 4-34 shall prevail.

B. All persons who are engaged in or who are attempting to engage in commercial cannabis activity in any form shall do so only in strict compliance with the terms, conditions, limitations and restrictions of the MMRSA, the provisions of this Chapter 4-34, and all other applicable state and local laws and regulations.

C. The City Manager is authorized to make policies and procedures consistent with the intent and spirit of this chapter concerning the applications, the application process, the information required of applicants, the application procedures and the administration and procedures to be used and followed in the application and hearing process.

4-34-5: Development agreement.

Prior to operating in the city and as a condition of issuance of a Permit, the applicant shall enter into a development agreement with the city setting forth the terms and conditions under which the facility will operate that is in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed upon, approval of architectural plans (including site plan, floor plan, and elevation, to conform with manufacturing uses under the Lynwood Municipal Code), and such other terms and conditions that will protect and promote the public health, safety, and welfare of all persons in the City.

4-34-6: Permitted zones—Distance and other conditions for approval.

No more than 5 (five) Licensed Premises shall be allowed, maintained, or operated in the City at any time. If there is a conflict between the requirements of this chapter and any other chapter, the requirements of this chapter shall prevail.

A. Manufacturing Site.

1. No manufacturing site shall be located within six hundred feet of a school, day-care center, or youth center, within fifty feet of a residential zone, in conformance with state law.
2. Subject to the distance and other requirements of this chapter and the Code, a manufacturing site may only be located on a property within the C-2 Light

Commercial, C2-A Medium Commercial, C-3 Heavy Commercial, PCD Planned Commercial Development, SPA Specific Plan Area, and M Manufacturing, and following the application for and granting of a development agreement by the city council and a business permit in accordance with this chapter. The proposed use will comply with the minimum requirements set forth in this chapter for distance separations between manufacturing sites and other specific land uses.

3. All manufacturing of medical cannabis shall occur in an enclosed locked structure.
4. Manufacturing sites shall not exceed the square footage authorized pursuant to the controlling development agreement.
5. From a public right-of-way, there should be no exterior evidence of the manufacturing of medical cannabis or manufactured cannabis except for any signage authorized by this Code.
6. All manufacturing sites shall comply with the city's lighting standards including, without limitation, fixture type, wattage, illumination levels, shielding, and secure the necessary approvals and permits as needed.
7. All windows on the licensed premises of the manufacturing site shall be appropriately secured and all medical cannabis securely stored.
8. A manufacturing site, all operations conducted therein, and all equipment used must be in compliance with all applicable state and local laws, including all building, electrical, and fire codes.
9. If hazardous materials, flammable gas, flammable liquefied gas, flammable and combustible liquids, or other flammable material, as those terms are defined in CFC Section 202, are to be used in the processing of medical cannabis, then the provisions of CFC Section 407 shall be applicable where hazardous materials subject to permits under CFC Section 50 (Hazardous Materials) are located on the licensed premises or where required by the fire department official.
10. Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with CFC Chapter 53. Partially full compressed gas containers, cylinders or tanks containing residual gases shall be considered as full for the purposes of the controls required. Compressed gases classified as hazardous materials shall also comply with CFC Chapter 50 for general requirements and CFC Chapter 53 addressing specific hazards, including CFC Chapter 58 (Flammable Gases), CFC Chapter 60 (Highly Toxic and Toxic Materials), CFC Chapter 63 (Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids) and CFC Chapter 64 (Pyrophoric Materials). Prevention, control and mitigation of dangerous conditions related to storage, use, dispensing, mixing and handling of flammable and combustible liquids shall be in accordance with CFC Chapters 50 and 57.
11. Manufacturing sites are a Group F-1 (Factory Industrial Moderate-Hazard) Occupancy under the Fire Code. All new construction is required to be fire sprinkled per the Fire Code. For manufacturing sites that will be sited in an existing structure, an automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:
 - a. A Group F-1 fire area exceeds twelve thousand square feet.

- b. A Group F-1 fire area is located more than three stories above grade plane.
- c. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds twenty-four thousand square feet.

B. Cultivation Sites.

1. No cultivation site shall be located within six hundred feet of a school, day-care center, park, or youth center, or within fifty feet of a residential zone, in conformance with state law.
2. Subject to the distance and other requirements of this chapter and the Code, a cultivation site may only be located on a property within the C-2 Light Commercial, C2-A Medium Commercial, C-3 Heavy Commercial, PCD Planned Commercial Development, SPA Specific Plan Area, and M Manufacturing, and following the application for and granting of a development agreement by the city council and a business permit in accordance with this chapter. The proposed use will comply with the minimum requirements set forth in this chapter for distance separations between manufacturing sites and other specific land uses.
3. All cultivation of medical cannabis shall occur in an enclosed locked structure. All cultivation of medical cannabis outdoors within the city is prohibited.
4. Cultivation sites shall not exceed the square footage authorized pursuant to the permit.
5. From a public right-of-way, there should be no exterior evidence of the cultivation of medical cannabis except for any signage authorized by this chapter.
6. All cultivation sites shall comply with the city's lighting standards including, without limitation, fixture type, wattage, illumination levels, shielding, and secure the necessary approvals and permits as needed.
7. All windows on the licensed premises of the cultivation sites shall be appropriately secured and all medical cannabis securely stored.
8. Areas where medical cannabis is cultivated are wet locations, and the electrical system in such areas must comply with **Title 8 of this code**, Article 300.6(D) of the National Electric Code, city and California building codes, fire codes, electrical codes and all other applicable laws.
9. Cultivation sites are a Group F-1 (Factory Industrial Moderate-Hazard) Occupancy under the Fire Code. All new construction is required to be fire sprinkled per the Fire Code. For cultivation sites that will be sited in an existing structure, an automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:
 - a. A Group F-1 fire area exceeds twelve thousand square feet.
 - b. A Group F-1 fire area is located more than three stories above grade plane.
 - c. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds twenty-four thousand square feet.

C. In addition to a Manufacturing or Cultivation permit, a medical cannabis business applicant may apply for another use as permitted by MMRSA, a development agreement approved by city council, and any rules adopted pursuant thereto, so long as the requested use does not violate Ordinance No. 1632, Section 25-200-1 of Chapter 25 Article 200 and Chapter 25 Appendix A of the Lynwood Zoning Code and the limitations in this Chapter 4-34.

D. **Transport of Cannabis.** No Transporter or transportation company will carry or move cannabis within the city without complying with State Laws.

E. **Nonconforming Use.** Any medical cannabis business or medical marijuana dispensary established or operating in the city in violation of this Chapter or the ban established by Ordinance No. 1632, Section 25-200-1 of Chapter 25 Article 200 and Chapter 25 Appendix A of The Lynwood Zoning Code, shall not be considered a lawful or permitted nonconforming use, and no such medical cannabis business shall be eligible for issuance of a medical cannabis business permit. Further, any such unlawfully established medical cannabis business shall constitute a public nuisance subject to abatement by the city, pursuant to Chapter 3, Section 3-13.

F. **Distances.** All distances specified in this section shall be measured in the following manner:

1. For schools, day-care centers, parks, or youth centers, the distance shall be measured in a straight line from the subject property line to the closest property line of the lot on which the cannabis business is to be located without regard to intervening structures.
2. From residential zones, the distance shall be measured to the nearest point of the parcel or property in a residential zone to the closest property line of the lot on which the cannabis business is to be located without regard to intervening structures

4-34-7: No Transfer or Change in Ownership or Location.

A. Any owner of a medical cannabis business who obtains a permit under this chapter may not sell, transfer, pledge, assign, grant an option, or otherwise dispose of his or her ownership interest in the medical cannabis business covered by any permit issued under this chapter.

B. Persons permitted pursuant to the provisions of this chapter or those making application for such permits, must demonstrate proof of lawful possession of the location. Evidence of lawful possession consists of properly executed deeds of trust, leases, or other written documents.

C. The location shall only be the geographical area that is specifically and accurately described in executed documents verifying lawful possession. No Licensee is authorized to relocate to other areas or units within a building structure without first filing a change of location application and obtaining approval from the city council regardless of any possessory interest or right to possession to such additional space. No Licensee shall add additional contiguous units or areas, thereby altering the initially-approved premises, without filing an application to modify the location on forms prepared by the City Manager, including any applicable processing fee.

D. Subletting Not Authorized. No Licensee is authorized to sublet any portion of any Licensed Premises for any purpose, unless all necessary forms and application to modify the existing location to accomplish any subletting have been approved by the city council.

4-34-8: Changing, Altering, or Modifying Location

A. Application Required to Alter or Modify Licensed Premises. After issuance of a permit, the licensee shall not make any physical change, alteration, or modification of the Licensed Premises that materially or substantially alters the location, production estimates, or the usage of the location from the plans originally approved with the development agreement, without the prior written approval of the city council or its designee. The licensee whose premises are to be materially or substantially changed is responsible for filing an application for approval on current forms provided by the Licensed Premises.

B. What Constitutes a Material Change. Material or substantial changes, alterations, or modifications requiring approval include, but are not limited to, the following:

1. Any increase or decrease in the total physical size or capacity of the location;
2. The sealing off, creation of or relocation of a common entryway, doorway, passage or other such means of public ingress and/or egress, when such common entryway, doorway or passage alters or changes limited access areas, such as the cultivation, harvesting, manufacturing, or sale of medical cannabis or cannabis-infused product within the Licensed Premises;
3. The installation or replacement of electric fixtures or equipment, the lowering of a ceiling, or electrical modifications made for the purpose of increasing power usage to enhance cultivation activities.

C. Application. The city council or its designee may grant approval for the types of changes, alterations, or modifications described herein upon the filing of an application by the Licensee, and payment of any applicable fee. The Licensee, must submit all information requested by the city council or its designee including but not limited to, documents that verify the following:

1. The Licensee, will continue to have exclusive possession of the premises, as changed, by ownership, lease, or rental agreement, and sole control of all production; and
2. The proposed change conforms to any and all City restrictions related to the time, manner, and place of regulation of the commercial cannabis activity.

4-34-9: Grounds for denial of permit—Additional conditions imposed

A. The city manager or designee may reject an application upon making any of the following findings:

1. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
2. The applicant's business entity, if applicable, is not properly organized in strict compliance pursuant to the applicable law, rules and regulations;
3. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
4. The applicant's facility or its location is in violation of any building, zoning, health, safety, or other provision of this code, or of any state or local law which substantially affects the public health, welfare, safety, or morals, or the facility or its location is not permitted in the proposed area, or the issuing or continuation of a permit would be contrary to the public health, welfare, safety, or morals;
5. The applicant, or any of its officers, directors, owners, managers, or employees is under twenty-one (21) years of age;
6. The applicant, or any of its officers, directors, or owners, or any person who is managing or is otherwise responsible for the activities of the Licensed Premise, or any employee who participates in the dispensing, cultivation, processing, manufacturing, delivery, or transporting of medical marijuana or who participates in the daily operations of the medical marijuana facility, has been convicted of a violent felony, a felony or misdemeanor involving fraud, deceit, embezzlement, or moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, with the exception of medical cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996;
7. The applicant, or any of its officers, directors, owners, or managers, is a licensed physician making patient recommendations for medical marijuana;
8. The applicant, or any of its officers, directors, owners, or managers has been sanctioned by the city, the state of California, or any county for unregistered medical marijuana activities or has had a registration revoked under this chapter in the previous three (3) years;
9. The applicant did not pay to the city the required application and processing fees.
10. Good cause exists to reject the application, as defined in this chapter.

11. Applicant's application does not reflect the purpose of this chapter, to promote the health, safety, morals, and general welfare of residents and businesses within the city.

4-34-10: Security

A. General Security Requirements

1. Security cameras shall be installed and maintained in good working condition, and used in an on-going manner with at least 240 continuous hours of digitally recorded documentation in a format approved by the City Manager. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, manufacturing or cultivation areas, all doors and windows, and any other areas as determined by the City Manager.
2. The lease/business space shall be alarmed with a reliable, commercial alarm system that is operated and monitored by a security company or alarm business that is operating in full compliance with Chapter 3-1 of this Code.
3. Entrance to any storage areas shall be locked at all times, and under the control of Licensee's staff.
4. The business entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed.
5. All windows on the Licensee's building shall be appropriately secured and all product securely stored.
6. Each Licensee shall implement a system to track the cultivation and manufacturing of cannabis in order to prevent the Licensee from diverting or transporting cannabis to any location not authorized by State Laws and any local law or regulation.
7. All waste and disposal containers shall be locked at all times and stored in a secure area, and under the control of Licensee's staff.

B. Security Alarm Systems – Minimum Requirements

1. Each Licensed Premises shall have a Security Alarm System, installed by a licensed alarm company, on all perimeter entry points and perimeter windows.

2. Each Licensed Premises must ensure that its location is continuously monitored. Licensed Premises may engage the services of an outside vendor to fulfill this requirement.
3. The Licensed Premises shall maintain up to date and current records and existing contracts on the premises that describe the location and operation of each security alarm system, a schematic of security zones, the name of the licensed alarm company, and the name of any vendor monitoring the premises.
4. Upon request, each Licensed Premises shall make available to the City Manager or any state or local law enforcement agency, for a purpose authorized by this chapter or any state or local law enforcement purpose, all information related to security alarm systems, recordings, monitoring, and alarm activity.

C. Lock Standards – Minimum Requirement. At all points of ingress and egress, the Licensee shall ensure the use of commercial-grade, nonresidential door locks.

D. Video surveillance requirements:

1. Prior to exercising the privileges of a permit under this chapter, an applicant must install fully operational video surveillance and camera recording system. The recording system must record in digital format and meet the requirements outlined in this Section.
2. All video surveillance records and recordings must be stored in a secure area that is only accessible to the management staff of Licensed Premises.
3. Video surveillance records and recordings must be made available upon request to the City Manager or any other state or local law enforcement agency for a purpose authorized by this chapter or for any other state or local law enforcement purpose.
4. Video surveillance records shall be held in confidence by all employees and representatives of the City Manager, except that the City Manager may provide such records and recordings to any other state or local law enforcement agency for a purpose authorized by this Chapter or for any other state or local law enforcement purpose.
5. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than 12 inches wide and 12 inches long, composed of letters not less than one inch in height, stating “All Activities Monitored by Video Camera” or “These Premises Are Being Digitally Recorded” or otherwise advising

all persons entering the Licensed Premises that a video surveillance and camera recording system is in operation at the MCCC and recording all activity as provided in this Section.

6. The Licensed Premises should use video surveillance equipment and a camera system that can be accessed remotely by local law enforcement and the City, as specified in each development agreement.

E. Video Surveillance Equipment

1. Video surveillance equipment shall, at a minimum, consist of digital or network video recorders, cameras capable of meeting the recording requirements described in this rule, video monitors, digital archiving devices, and a color printer capable of delivering still photos.
2. All video surveillance systems must be equipped with a failure notification system that provides prompt notification to the Licensed Premises of any prolonged surveillance interruption and/or the complete failure of the surveillance system.
3. Licensed Premises are responsible for ensuring that all surveillance equipment is properly functioning and maintained so that the playback quality is suitable for viewing and the surveillance equipment is capturing the identity of all individuals and activities in the monitored areas.
4. All video surveillance equipment shall have sufficient battery backup to support a minimum of four hours of recording in the event of a power outage.

F. Placement of Cameras and Required Camera Coverage

1. Camera placement shall be capable of identifying activity occurring within 20 feet of all points of ingress and egress and shall allow for the clear and certain identification of any individual and activities on the Licensed Premises.
2. All entrances and exits to the facility shall be recorded from both indoor and outdoor vantage points.
3. The system shall be capable of recording all pre-determined surveillance areas in any lighting conditions. If the Licensed Premises has a medical cannabis cultivation area, a rotating schedule of lighted conditions and zero-illumination can occur as long as ingress and egress points to those areas remain constantly illuminated for recording purposes.

4. Areas where medical cannabis is grown, tested, cured, manufactured, or stored shall have camera placement in the room facing the primary entry door at a height which will provide a clear unobstructed view of activity without sight blockage from lighting hoods, fixtures, or other equipment.
5. Cameras shall also be placed at each location where weighing, packaging, transport, preparation, or tagging activities occur.
6. At least one camera must be dedicated to record the access points to the secured surveillance recording area.
7. All outdoor cultivation areas must meet the same video surveillance requirements applicable to any other indoor Limited Access Areas.

G. Location and Maintenance of Surveillance Equipment

1. Surveillance recording equipment must be housed in a designated, locked and secured room or other enclosure with access limited to authorized employees, agents of the City Manager, state or local law enforcement agencies for a purpose authorized by this chapter or for any other state or local law enforcement purpose, and service personnel or contractors.
2. Licensed Premises must keep a current list of all authorized employees and service Personnel who have access to the surveillance system and/or room on the Licensed Premises. Licensed Premises must keep a surveillance equipment maintenance activity log on the Licensed Premises to record all service activity including the identity of the individual(s) performing the service, the service date and time and the reason for service to the surveillance system.
3. Off-site monitoring and video recording storage of the Licensed Premises or an independent third-party is authorized as long as standards exercised at the remote location meets or exceeds all standards for on-site monitoring.
4. Each Licensed Premises located in a common or shared building must have a separate surveillance room/area that is dedicated to that specific Licensed Premises. The facility that does not house the central surveillance room is required to have a review station, printer, and map of camera placement on the premises. All minimum requirements for equipment and security standards as set forth in the section apply to the review station.

H. Video Recording and Retention Requirements

1. All camera views of all recorded areas must be continuously recorded 24 hours a day.
2. All surveillance recordings must be kept for a minimum of 30 days and be in a format that can be easily accessed for viewing. Video recordings must be archived in a format that ensures authentication of the recording as legitimately-captured video and guarantees that no alteration of the recorded image has taken place.
3. The surveillance system or equipment must have the capabilities to produce a color still photograph from any camera image, live or recorded, of the Licensed Premises.
4. The date and time must be embedded on all surveillance recordings without significantly obscuring the picture.
5. Time is to be measured in accordance with the official United States time established by the National Institute of Standards and Technology and the U.S. Naval Observatory at: <http://www.time.gov/timezone.cgi?Mountain/d/-7/java>.
6. After the 30 day surveillance video retention schedule has lapsed, surveillance video recordings must be erased or destroyed prior to being discarded or disposed of for any other purpose. Surveillance video recordings may not be destroyed if the Licensed Premises knows or should have known of a pending criminal, civil, or administrative investigation or any other proceeding for which the recording may contain relevant information.

I. Other Records

1. All records applicable to the surveillance system and cannabis tracking system shall be maintained on the Licensed Premises. At a minimum, Licensed Premises shall maintain a map of the camera locations, direction of coverage, camera numbers, surveillance equipment maintenance activity log, user authorization list and operating instructions for the surveillance equipment.

4-34-11: Fees and charges.

A. Prior to operating in the city, the operator of each Licensed Premises shall timely and fully pay all fees associated with the establishment of that business. The fees shall be as set forth in the schedule of fees and charges established by resolution of the city council, including, but not limited to, the following:

1. Application fee for accepting a registration application; due and payable in full at the time an application is submitted;
2. Processing fee for the cost to the city of processing an application and reviewing, investigating and scoring each application in accordance with any evaluation system to determine eligibility for issuance of a Permit; due and payable in full at the time a registration application is submitted;
3. Permit issuance fee for the cost to the city of preparing a development agreement, city council review and approval of the development agreement and the Permit, and preparation and issuance of the Permit as authorized by the city council, due and payable in full at the time the city issues a Permit;
4. Amended registration fee for the cost to the city of reviewing amendments or changes to the registration form previously filed on behalf of the Licensed Premises; due and payable in full at the time amendments or changes to any Permit form is submitted to the city;
5. Permit renewal fee for the cost to the city of processing an application to renew a Permit; due and payable in full at the time application is made to renew a Permit;
6. Any fees for inspection or investigation that are not included within the other fees associated with registration; due and payable in full upon request of the city; and
7. Any fees set forth in the applicable development agreement.

4-34-12: Limitations on City's liability

A. To the fullest extent permitted by law, the city shall not assume any liability whatsoever, with respect to approving any permit pursuant to this chapter or the operation of any medical marijuana facility approved pursuant to this chapter.

B. As a condition of approval of a permit as provided in this chapter, the applicant or its legal representative shall:

1. Execute an agreement indemnifying the city from any claims, damages, injuries, or liabilities of any kind associated with the registration or operation of the medical marijuana facility or the prosecution of the medical marijuana facility or its owners, managers, directors, officers, employees, or its qualified patients or primary caregivers for violation of federal or state laws;

2. Maintain insurance in the amounts and of the types that are acceptable to the city manager or designee;
3. Name the city as an additional insured on all city required insurance policies;
4. Agree to defend, at its sole expense, any action against the city, its agents, officers, and employees related to the approval of a regulatory permit; and
5. Agree to reimburse the city for any court costs and attorney fees that the city may be required to pay as a result of any legal challenge related to the city's approval of a regulatory permit. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder

4-34-13. Inspections

A. The city manager, law enforcement, or their designees shall have the right to enter all Licensed Premises from time to time unannounced during the facility's hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this chapter, to inspect and copy records required to be maintained under this chapter, or to inspect, view, and copy recordings made by security cameras, all without requirement for a search warrant, subpoena, or court order, and subject to appropriate fees as specified in the development agreement of under the Lynwood Municipal Code.

B. Operation of a Licensed Premises in noncompliance with any conditions of approval or the provisions of this chapter shall constitute a violation of the code and shall be enforced pursuant to the provisions of this code.

C. The city manager or designee may summarily suspend or revoke a Permit, or disqualify an applicant from the registration process, or elect not to renew a regulatory permit if any of the following, singularly or in combination, occur:

1. The city manager or designee determines that the medical marijuana facility has failed to comply with any requirement of this chapter or any condition of approval or a circumstance or situation has been created that would have permitted the city manager or designee to deny the regulatory permit under this chapter or elect not to renew or revoke the permit under this chapter;
2. The Licensed Premises or applicant has conducted itself or is being conducted in a manner that creates or results in a public nuisance;
3. The Licensed Premises ceased operations for more than 90 calendar days, including during change of ownership proceedings;

4. Ownership is changed without the new owners applying for and securing a new permit under this chapter;
5. The Licensed Premises relocates to a different location or premises; and
6. The Licensed Premises fails to allow inspection and/or copying of the security recordings, the activity logs and records required under this chapter, or the premises by authorized city officials.

D. Abatement

The city shall initiate abatement proceedings as authorized by the Code if necessary to correct any violation of this chapter, Code, or State Laws.

E. Violation deemed misdemeanor—penalty.

Any person violating any of the provisions of this chapter or any applicable rule in this chapter or Code, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by the maximum penalties provided for in the Penal Code section 19.

4-34-14: Testing

A. Testing Rules and Regulations. The city manager is authorized to formulate, adopt, and amend from time to time, rules and regulations regarding the safety and potency of medical cannabis distributed, dispensed, cultivated or manufactured at any Licensed Premises operating within the City. The purpose of such rules and regulations is to verify that any cannabis in any Licensed Premises is free of disallowed pesticides, fungicides, and microbiological organisms such as mold, bacteria, and fungus, and to verify the potency of such cannabis.

B. Testing Centers. The City Manager is authorized on behalf of the City to contract with one or more independent testing laboratories to assist the City Manager in the formulation of the rules and regulations required under this Section and to perform periodic and random testing of cannabis at each Licensed Premises operating in the City.

C. Samples on Demand. Each Licensed Premises shall, upon request of the City Manager, submit a sufficient quantity of cannabis to a recognized testing facility retained by the City Manager to perform laboratory or chemical analysis of the subject cannabis. The testing facility shall maintain the testing results as part of its records. The City Manager will notify the Licensee of the results of the analysis.

4-34-15: Appeals

Any decision regarding or pertaining to the permit process set forth in this chapter, or any action taken by the city manager or designee pursuant hereto, may be appealed to the city council. Such appeal shall be taken by filing with the city clerk, within ten (10) days after notice of the action

or decision complained of has been issued, a written statement setting forth the grounds for the appeal. The city clerk shall transmit the written statement to the city council and at its next regular meeting the council shall set a time and place for a hearing on the appeal. Notice of the time and place of such hearing shall be mailed to the appellant. The decision of the city council on such appeal shall be final and binding on all parties concerned.

4-34-16: Statewide Regulation.

This chapter, and the provisions herein, shall be read consistent with any statewide regulation of medical cannabis/marijuana that is promulgated by the legislature or by voter approval in the future. In the event that any State Law is passed pursuant to the decriminalization or legalization, for recreational use, of marijuana, this ordinance shall govern the conduct of those business allowed to distribute cannabis under such provision.

4-34-17: Interpretation.

The provisions of this chapter shall be read consistent with all the provisions of Federal and State laws, this chapter, as well as this Code. At no time shall a commercial cannabis business in compliance with state law and this code be deemed to be an unlawful business.

4-34-18: Severability.

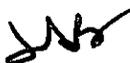
Should any provision of this chapter, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable.



AGENDA STAFF REPORT

DATE: September 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: Mark Flores, Director of Recreation and Community Services 

SUBJECT: Street Closure and Budget Allocation for the City's 2016 Annual Candy Cane Lane Christmas Parade

Recommendation:

Staff recommends that the City Council approve the production of the 2016 Candy Cane Lane Christmas Parade by considering and adopting the attached resolutions entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE STREET CLOSURES OF MARTIN LUTHER KING, JR. BOULEVARD BETWEEN CHAVEZ LANE AND WRIGHT ROAD AND THE CLOSURE OF BULLIS ROAD BETWEEN MARTIN LUTHER KING, JR. BOULEVARD AND PLATT AVENUE FOR THE PURPOSE OF HOSTING THE 2016 CANDY CANE LANE CHRISTMAS PARADE AND WEEKEND CARNIVAL" and "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE EXPENDITURE OF \$87,000 FROM THE REFUSE ACCOUNT #1052.60.701.64020 FOR THE 2016 ANNUAL CANDY CANE LANE CHRISTMAS PARADE PRODUCTION EXPENSES."

Background:

The City's annual Candy Cane Lane Christmas Parade is a long-standing community tradition. As an essential part of event planning for this highlight event, staff is requesting City Council approval for the parade route's street closures and that the corresponding allocation from the City's Refuse/Special Events Fund be approved to fund this community event.

AGENDA
ITEM
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Discussion & Analysis:

The City's Cane Candy Lane Christmas Parade involves an extensive amount of planning and logistics. As part of this process, California Vehicle Code Section 21101(e) requires a City ordinance or resolution be adopted when:

"Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing."

Additionally, staff requests that an allocation of \$87,000 from Account #1052.60.701.64020 (Special Events) be approved to account for costs directly associated with the production of the 2016 Cane Candy Lane Christmas parade. Attached Table #1 identifies the proposed Event Budget. Although staff is requesting an allocation of \$87,000, the actual total event costs are estimated at approximately \$108,981. The estimated difference of \$21,981 will be accounted for through a combination of cost saving measures (e.g. ordering of less equipment where feasible, vendor negotiations, etc.), sponsorships/revenues and absorption of some Public Works and Recreation Department costs from existing Departmental budgets.

Staff respectfully recommends that the City Council adopt the accompanying resolutions approving the parade's street closures and allocating the recommended event budget of \$87,000 from the Refuse/Special Events Fund.

Fiscal Impact:

The actions recommended in this staff report will have an impact of \$87,000 from the Refuse/Special Events account #1052.60.701.64020 plus up to an additional \$21,981 in absorbed costs from within the existing Public Works and Recreation Department budgets.

Coordinated With:

City Attorney
Finance and Administration

Attachments

- Table #1 Proposed 2016 Parade Event Budget

Table #1 – Proposed 2016 Parade Event Budget

2016 Christmas Parade					
Recreation Staffing	Reception/Viewing Stand Area	24 (P/T)	7	\$11.50	\$1,932
	4/day –Carnival Ticket Sales	4 (P/T)	4	\$11.50	\$184
	Carnival Ticket Sale Accounting	1 (F/T)	10	\$30.25 (OT)	\$302
				Subtotal:	\$ 2,418
Rentals & Prof. Services	Description	Vendor			
	Law Enforcement	LA County Sheriffs			\$33,000
	Coordination (Script, Entries, Formation)	TBD			\$12,000
	Light Towers	Orbit Rentals INC.			\$8,000
	Traffic Control Barricades for Viewing Area	JCL Barricade			\$3,600
	Marching Bands Bus Transportation	American Transportation			\$3,500
	Santa Float	Green Float			\$3,500
	Judges/ VIP Stage & Canopy	TBD			\$3,500
	Security Services	Professional Security Consultants			\$4,800
	Portable Toilets	Event Services			\$1,600
	Xmas Tree & Poinsettias	TBD			\$750
	Generator	Associated Power			\$360
	Reception Catering	TBD			\$1,700
	Sound Services	TBD			\$800
	Santa Suit /Accessories/Candy Stockings	Fun Express /Alin's Party Supply			\$800
	Golf Cart Rental	Electric Car Sales & Svcs, Inc.			\$500
	VIP Convertible Cars	10 cars			\$1,000
	Professional Judges	TBD			\$1,500
	Awards	TBD			\$600
	Specialty Vehicles	TBD			\$1,000
Door Hanger s– Print and Delivery	City's Media Service			\$1,600	
Trolleys	MV Transportation			\$250	
				Subtotal:	\$84,360
Public Works	Staff & Prof. Services (See Attached Details)			Subtotal:	\$20,448
DCES	Est. Staffing (9/hrs @ \$39/hrly. rate)	5 staff		Subtotal:	\$1,755
		Parade Total:			\$108,981

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD
AUTHORIZING THE EXPENDITURE OF \$87,000 FROM THE REFUSE ACCOUNT
#1052.60.701.64020 FOR THE 2016 ANNUAL CANDY CANE LANE CHRISTMAS
PARADE PRODUCTION EXPENSES**

WHEREAS, the City wishes to produce the 2016 City of Lynwood Candy Cane Lane Christmas Parade; and

WHEREAS, the Candy Cane Lane Christmas Parade is a time-honored tradition in the Lynwood community; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. That the City Council approves and allocates a total of \$87,000 from Account #1052.60.701.64020 for the production of the 2016 parade.

Section 2. That this resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 6th day of September, 2016.

Edwin Hernandez, Mayor

ATTEST:

Maria Quinonez, City Clerk

J. Arnoldo Beltrán, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

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 6th day of September, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

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 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 6th day of September, 2016.

Maria Quinonez
City Clerk, City of Lynwood

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE STREET CLOSURES OF MARTIN LUTHER KING, JR. BOULEVARD BETWEEN CHAVEZ LANE AND WRIGHT ROAD AND THE CLOSURE OF BULLIS ROAD BETWEEN MARTIN LUTHER KING, JR. BOULEVARD AND PLATT AVENUE FOR THE PURPOSE OF HOSTING THE 2016 CANDY CANE LANE CHRISTMAS PARADE AND WEEKEND CARNIVAL

WHEREAS, the City wishes to host and produce the 2016 City of Lynwood Candy Cane Lane Christmas Parade; and

WHEREAS, the California Vehicle Code Section 21101(e) requires an ordinance or resolution prior to the temporary closing of a portion of a street for celebrations, parades, local special events and other purposes; and

WHEREAS, the costs associated with the street closures are included in the 2016 Candy Cane Lane Parade event budget; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. That the City Council approves the street closure of Martin Luther King, Jr., Blvd. between Chavez Lane and Wright Road for the purpose of use for the annual 2016 Candy Cane Lane Christmas Parade and its supporting activities.

Section 2. That the City Council approves the street closure of Bullis Road between Martin Luther King, Jr., Blvd. and Platt Avenue for the purpose of use for the annual 2016 Candy Cane Lane Christmas Parade and its supporting activities.

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

PASSED, APPROVED and ADOPTED this 6th day of September, 2016.

Edwin Hernandez, Mayor

ATTEST:

Maria Quinonez, City Clerk

J. Arnoldo Beltrán, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

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 6th day of September, 2016 and passed by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- 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 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 6th day of September, 2016.

Maria Quinonez
City Clerk, City of Lynwood



CITY OF LYNWOOD

As Successor Agency to the Lynwood Redevelopment Agency

Edwin Hernandez, Mayor
Aide Castro, Mayor Pro-Tem
Salvador Alatorre, Councilmember
Maria Teresa Santillan-Beas, Councilmember
Jose Luis Solache, Councilmember

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.

AGENDA

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY

SEPTEMBER 6, 2016
REGULAR MEETING
6:00 P.M.
CITY HALL
11330 BULLIS ROAD

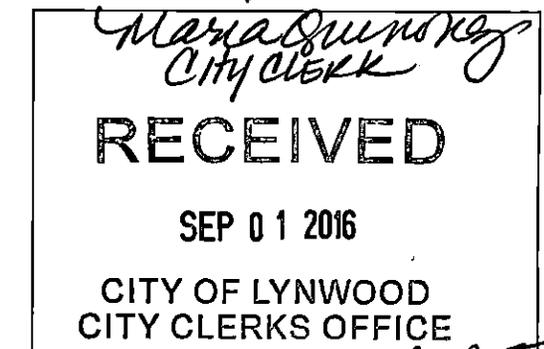
EDWIN HERNANDEZ
MAYOR

AIDE CASTRO
MAYOR PRO-TEM

MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER

CITY MANAGER
J. ARNOLDO BELTRÁN

CITY CLERK
MARIA QUINONEZ



SALVADOR ALATORRE
COUNCILMEMBER

JOSE LUIS SOLACHE
COUNCILMEMBER

CITY ATTORNEY
DAVID A. GARCIA

CITY TREASURER
GABRIELA CAMACHO

July Posted

OPENING CEREMONIES:

- A. Call Meeting to Order
- B. Roll Call (ALATORRE-SANTILLAN BEAS-SOLACHE-CASTRO-HERNANDEZ)
- C. Certification of Agenda Posting by City Clerk

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

CONSENT CALENDAR

1. MINUTES FROM PREVIOUS MEETINGS:

- Regular Meeting – July 5, 2016
- Regular Meeting – August 16, 2016

ADJOURNMENT

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY MEETINGS WILL BE POSTED AS NEEDED. THE NEXT MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



AGENDA STAFF REPORT

DATE: September 6, 2016

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

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Maria Quinonez, City Clerk *MQ*
Daryl Betancur, Executive Assistant to City Clerk *DB*

SUBJECT: City of Lynwood as Successor to the Lynwood Redevelopment Agency Minutes

Recommendation:

Staff recommends the City Council as the Successor Agency to the Lynwood Redevelopment Agency, approve the following minutes:

- Regular Meeting – July 5, 2016
- Regular Meeting - August 16, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated with: N/A



**CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY
REGULAR MEETING
July 5, 2016**

The City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, California on the above date at 6:17 p.m.

Mayor Hernandez presiding.

Council Members Alatorre, Santillan-Beas, Solache, Castro and Mayor Hernandez were present.

Also present were City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

City Clerk Quiñonez announced that the Agenda had been duly posted in accordance with the Brown Act.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

None

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

None

PUBLIC HEARING

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to hear item No. 1, adoption of the budget of the Lynwood as Successor Agency to the Lynwood Redevelopment Agency in conjunction with public hearing item No. 8 on the regular agenda. Motion carried by unanimous consent.

Item #1. ADOPTION OF THE FISCAL YEAR 2016-2017 BUDGET

RESOLUTION NO. 2016.120 ENTITLED:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA,
ADOPTING THE FISCAL YEAR 2016-17**

RESOLUTION NO. 2016.008 ENTITLED:

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

RESOLUTION NO. 2016.121 ENTITLED:

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

RESOLUTION NO. 2016.122 ENTITLED:

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

Following a considerable discussion during the regular meeting, item was tabled to July 19, 2016 by Minute Order No. 2016-87 and Minute Order No. 2016-14 respectively.

CLOSED SESSION

NONE

ADJOURNMENT

Having no further discussion, it was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to adjourn the regular City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency meeting and recess to the Lynwood Utility Authority meeting at 6:20 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

**CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY
REGULAR MEETING
August 16, 2016**

The City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, California on the above date at 6:36 p.m.

Mayor Hernandez presiding.

Council Members Alatorre, Santillan-Beas, Solache and Mayor Hernandez were present.

Absent: Mayor Pro Tem Castro excused

Also present were City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

City Clerk Quiñonez announced that the Agenda had been duly posted in accordance with the Brown Act.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

NONE

CONSENT CALENDAR

MOTION: It was moved by Council Member Solache, seconded by Council Member Alatorre to hear item No. 3, approval of a 4th amendment to the agreement for Cox, Castle & Nicholson, LLP in conjunction with item No. 10 on the regular agenda. Motion carried by unanimous consent.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to approve the consent calendar as presented. Motion carried by unanimous consent.

Item #1. MINUTES FROM PREVIOUS MEETINGS:

Regular Meeting – June 21, 2016

Approved by Minute Order No. 2016-15

Item #2. APPROVAL OF THE WARRANT REGISTER

RESOLUTION NO. 2016.009 ENTITLED:

RESOLUTION OF THE LYNWOOD CITY COUNCIL AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY OF LYNWOOD, CALIFORNIA, ALLOWING AND APPROVING THE DEMANDS AND WARRANTS

Item #3. APPROVAL OF A 4TH AMENDMENT TO THE AGREEMENT FOR COX, CASTLE & NICHOLSON, LLP TO CONTINUE PROVIDING CONSULTING SERVICES REGARDING PROJECT-RELATED SOIL CONTAMINATION FOR THE LYNWOOD SUCCESSOR AGENCY

Item heard in conjunction with item No. 10 of the regular City Council agenda.

RESOLUTION NO. 2016.181 ENTITLED:

RESOLUTION NO. 2016.010 ENTITLED:

A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000

City Attorney Garcia stated that for the record, the closed session agenda was no longer needed.

CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Government Code section 54956.9(d)(1)

1. Name of Case: Los Angeles Superior Court Case No. BS 106 592, Esperanza Rogel, et al. vs Redevelopment Agency of the City of Lynwood
2. Name of Case: Sacramento Superior Court Case No. 34-2014- 80001977, Esperanza Rogel, et al. vs Redevelopment Agency of the City of Lynwood

ADJOURNMENT

Having no further discussion, it was moved by Council Member Santillan-Beas, seconded by Council Member Alatorre to adjourn the regular City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency meeting and recess to the Lynwood Utility Authority meeting at 6:37 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk