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.

Maria Quinonez
City Clerk
RECEIVED
DEC 01 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE
Duly Posted

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

DECEMBER 6, 2016

BATEMAN HALL

11331 ERNESTINE AVENUE, LYNWOOD, CA 90262
6:00 P.M.

MARIA TERESA SANTILLAN-BEAS
MAYOR

JOSE LUIS SOLACHE
MAYOR PRO-TEM

SALVADOR ALATORRE
COUNCILMEMBER

AIDE CASTRO
COUNCILMEMBER

EDWIN E. HERNANDEZ
COUNCILMEMBER

CITY MANAGER
ALMA K. MARTINEZ

CITY ATTORNEY
DAVID A. GARCIA

CITY CLERK
MARIA QUINONEZ

CITY TREASURER
GABRIELA CAMACHO

OPENING CEREMONIES

1. CALL TO ORDER

2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

3. ROLL CALL OF COUNCIL MEMBERS

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

4. PLEDGE OF ALLEGIANCE

5. INVOCATION

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

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

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

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

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

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

PUBLIC HEARING

8. 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 CANNABIS CULTIVATION-AND MANUFACTURING-RELATED BUSINESSES IN THE CITY OF LYNWOOD, AND CONSIDERATION OF THE PLANNING COMMISSION'S RECOMMENDATION TO AMEND THE ZONING CODE TO ALLOW CULTIVATION/MANUFACTURING COMMERCIAL CANNABIS ACTIVITY IN THE MANUFACTURING ZONE OF THE CITY

Comments:

This is a proposed ordinance allowing for the establishment of 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 application minimum requirements, 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.

On September 13, 2016, the Planning Commission conducted a noticed public hearing on proposed amendments to the Lynwood Zoning Ordinance, and recommended amending the zoning district where cannabis commercial facilities are allowed, to allow such facilities only in the manufacturing zone of the City. (CA)

Recommendation:

- 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 "Cannabis Businesses and Activity"; and

- Adopt the Planning Commission's September 13, 2016 recommendation to permit Cannabis Cultivation- and Manufacturing-Related Businesses in the M manufacturing zone within the City of Lynwood; and

- Direct Staff to prepare for Council consideration the application forms, process, and time schedule for the approval of business licenses consistent with this proposed Ordinance.

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 – November 1, 2016
Special Meeting – November 15, 2016
Regular Meeting – November 15, 2016

10. APPROVAL OF THE WARRANT REGISTER

Comments:

City of Lynwood warrant register dated December 6, 2016 for FY 2016-2017. (FIN)

Recommendation:

Staff recommends that the City Council approve the warrant register.

11. RESOLUTION RECITING THE FACTS AND DECLARING THE RESULTS OF THE NOVEMBER 8, 2016 CONSOLIDATED SPECIAL MUNICIPAL ELECTION.

Comments:

At the regular City Council meeting held on July 19, 2016, the City Council adopted Resolution No. 2016.162 calling for the holding of a Special Municipal Election to be held on Tuesday, November 8, 2016 in the City of Lynwood and Resolution No. 2016.163 requesting the Board of Supervisors of the County of Los Angeles to consolidate the November 8, 2016 Special Municipal Election.

A Consolidated Special Municipal Election was held in the City of Lynwood on Tuesday, November 8, 2016. California Elections Code Section 10263 states that upon completion of the canvass of results by the County, prior to the installation of new officers, the City Council shall adopt a resolution reciting the facts of the election. (CC)

Recommendation:

Staff respectfully recommends:

1.) That the Lynwood City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2016, DECLARING THE RESULT AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW; and

2.) That the Lynwood City Council receive and file Exhibit "A", Certificate of Canvass and Statement of Votes Cast (to be included under separate cover) for Measures PS (Lynwood Public Safety and Vital City Services Protection Measure) and Measure RD (City of Lynwood Budget Stabilization ("Rainy Day") Fund), provided by the Los Angeles County Registrar-Recorder/County Clerk; and

3.) That the Lynwood City Council formally adopts and ratifies Ordinance No. _____, entitled, "AN ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION; AND

4.) That the Lynwood City Council formally adopts and ratifies Ordinance No. _____, entitled, "AN ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A BUDGET STABILIZATION ("RAINY DAY") FUND

12. COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

Comments:

The Los Angeles County Sanitation District (District) and the County of Los Angeles (County) has reserved March 25, 2017 for a Household Hazardous and Waste (HHW) and Electronic Waste (E-Waste) collection event for Lynwood. This one-day HHW and E-Waste event gives Lynwood residents as well as other County residents a legal and cost-free way to dispose of unwanted household chemicals that cannot be disposed in the regular trash. (PW)

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 CITY MANAGER OR HER DESIGNEE TO SIGN THE COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT AND TO WAIVE PERMIT FEES FOR THE EVENT."

13. CLAIM FOR DAMAGES BY HAZEL SANCHEZ

Comments:

On October 5, 2016, Ms. Hazel Sanchez filed a claim alleging that she tripped and fell while jogging at Ham Park. Ms. Sanchez claims that she was at the park on October 4, 2016. As she jogged she tripped over a water hose that lay across the sidewalk. There were no warning signs or cones which cautioned the claimant of the hose's existence. As such she is claiming a dangerous condition of public property. (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 Hazel Sanchez 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.

14. CLAIM FOR DAMAGES BY SABINA MONTELLANO

Comments:

On September 24, 2016, Ms. Sabina Montellano filed a claim for damages from an incident which occurred on October 4, 2016. Ms. Montellano claims that she was walking on the sidewalk with her granddaughter of Imperial Highway toward Long Beach Boulevard. As she walked by the entrance of Plaza Mexico her shirt sleeve got caught by the thrones of a Mexican Fan Palm tree which is located within a planter bed of the plaza. As Ms. Montellano uses a cane to ambulate she lost her balance and fell into the palm tree. She received puncture wounds to left arm as a result of her fall. (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 Sabina Montellano 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.

15. CLAIM FOR DAMAGES BY SAFECO INSURANCE A/S/O HELEN MUNOZ

Comments:

SafeCo Insurance filed a claim on behalf of their insured Helen Munoz on September 13, 2016. The incident occurred on August 22, 2016. SafeCo Insurance states that Ms. Munoz had parked her vehicle in front of 2509 Beechwood Avenue. After City workers had done graffiti abatement on a nearby wall, employee Gregory Hernandez was clearing out the air out from the paint line trigger of a paint gun. Accidently, the paint gun splattered paint onto the claimant vehicle. SafeCo repainted their insured's vehicle in the amount of $1,682.45. (HR)

Recommendation:

Staff recommends that the City Council pay the claim of SafeCo Insurance a/s/o Helen Munoz v. City of Lynwood in the amount of $1,682.45.

16. DIAL-A-TAXI CONTRACT EXTENSION

Comments:

On December 16, 2014, the Lynwood City Council approved a contract agreement (Resolution 2014.215) with Administrative Services Cooperative (ASC), DBA Fiesta Taxi for the provision of on-demand transportation services for seniors and physically challenged citizens. The initial term of the agreement was from December 17, 2014 to December 16, 2016 with the option for a third and fourth year extension, with all terms and conditions remaining the same. The said initial two-year contract period is set to expire on December 16, 2016. This is a request to exercise the third year option of the contract, which will extend the contract for a period of one year from December 18, 2016. (REC)

Recommendation:

Staff recommends that the City Council approve the attached resolution entitled; "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE OPTION TO EXTEND THE EXSITING CONTRACT FOR ON-DEMAND DIAL-A-TAXI

SERVICE WITH ADMINISTRATIVE SERVICES COOPERATIVE, INCORPORATED, (DBA FIESTA TAXI), BY ONE YEAR (1) FROM DECEMBER 18, 2016 THROUGH DECEMBER 17, 2017, FOR AN ESTIMATED ANNUAL COST OF $160,000."

17. CONTRACT AMENDMENT WITH ADVANTEC CONSULTING ENGINEERS FOR BULLIS ROAD, STREET IMPROVEMENT PROJECT; PLATT AVENUE TO MARTIN LUTHER KING JR. BOULEVARD, STREET IMPROVEMENT DESIGN PROJECT, PROJECT NO. 4011.67.964

Comments:

On August 16, 2011 the design contract for Bullis Road, Street Improvement Project was awarded to Advantec Consulting Engineers, Resolution No. 2011.190, in the amount of $59,620. On November 2012, the City approved an amendment to the original contract for additional engineering services in the amount of $14,850, which brought the total contract amount to $74,470.

The contract included the removal of the existing concrete pavers in front of the Civic Center and the placement of new asphalt pavement, construction of 2 new catch basins, concrete sidewalks, landscape median improvements with new irrigation system, monument sign, new street lighting and walkway lighting and other improvements.

On February 3, 2015, the City Council approved a 120 day contract time extension to complete the design of phase II. (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 ADVANTEC CONSULTING ENGINEERS FOR COMPLETION OF DESIGN SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $28,090 FOR THE BULLIS ROAD STREET IMPROVEMENT PROJECT, PHASE I AND PHASE II, PROJECT NO. 4011.67.964; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

18. LOS FLORES BOULEVARD ACCEPTANCE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.006

Comments:

On August 4, 2015, the City Council awarded the Los Flores Boulevard Construction Contract; from State Street to Bellinger Street, to All American Asphalt in the amount of $516,184. The project was substantially funded by Measure R Bond in the amount of $186,293, Los Angeles County Park Maintenance Grant Fund in the amount of $240,000 and Water Fund in the amount of $75,000.

On November 3, 2015, the City Council waived the City's bidding requirements and informally solicited proposals from contractors and authorized staff to negotiate the cost of replacing the two existing water main lines with one new water main line on an emergency basis. As such, the City Council awarded the construction of the Water Main Line Project to Stephen Doreck Equipment Rentals Inc. in the amount of $210,895. (PW)

Recommendation:

Staff recommends that the City Council consider the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE LOS FLORES BOULEVARD, STREET IMPROVEMENT PROJET, PROJECT No.

4011.67.006 AS COMPLETE; AND AUTHORIZING THE CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION".

19. AUTHORIZATION TO INCUR EXPENDITURES EXCEEDING CITY MANAGER'S $15K PURCHASING AUTHORITY LIMIT FOR VARIOUS VENDORS

Comments:

Various City departments purchase office and operating supplies from Office Depot and TAJ, publication and advertising with Daily Journal and printing services with J & G Graphics and Printco. Individual department purchases are generally below the City Manager's $15K purchasing authority. However, all departments' expenditures combined may exceed $15,000 based on FY 16 actual expenditures. (FIN)

Recommendation:

Staff recommends that he City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO INCUR EXPENDITURES EXCEEDING CITY MANAGER'S $15K PURCHASING AUTHORITY LIMIT FOR VARIOUS VENDORS".

20. JOSEPHINE STREET ACCEPTANCE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017

Comments:

On October 6, 2015, the City Council awarded the Josephine Street Construction Contract; from Muriel Drive to Atlantic Avenue, to Bannaoun Engineers Constructors Corp. in the amount of $725,725.72. The project was substantially funded by Measure R Bond and section of Josephine Street, from Second Street to Atlantic Avenue was funded by Proposition C.

As of March 28, 2016, Bannaoun Engineers Constructors Corp. has spent 142% of the contract time, while accomplishing and billing for less than 20% of the value of work. Bannaoun did not report to work from March 21st thru 25th, 2016, apparently abandoning the project or, at least, failing to abide by the completion schedule in a reasonable manner. The project was not on a reasonable timetable to be substantially complete by April 11, 2016. Accordingly, the City notified Bannaoun that it was in default, and requested that Bannaoun take the following steps with reference to the Project: (a) Discontinue all work; (b) Place no further orders for materials, equipment, services or facilities, and enter into no further subcontracts. (PW)

Recommendation:

Staff recommends that the City Council consider the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE JOSEPHINE STREET, STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017 AS COMPLETE; AND AUTHORIZING THE CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION".

21. ADOPTION OF PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE LONG BEACH BOULEVARD PHASE II IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993

Comments:

The Long Beach Boulevard Improvement Project, Phase II, from Imperial Highway to Magnolia Avenue, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Metropolitan Transportation Authority or Prop C funds.

This project entails rehabilitation of street pavement, replacement of damaged curbs and gutters, driveway approaches, sidewalks, wheelchair ramps, pavement striping and signage, new bus pads and the removal of all median islands and the replacement of new median islands , new irrigation system and traffic signals upgrade. The new median island will meet the City's water conservation ordinance and will be furnished with drought tolerant, native California plants, shrubs and trees.

The plans, contract documents, and working details of this project have been completed and are ready for adoption by the City Council. (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 PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT, PHASE II, PROJECT NO. 4011.67.993; AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT BIDS FOR STREET IMPROVEMENTS".

22. AMENDMENT TO THE AGREEMENT WITH CCMI

Comments:

In 2012, the City entered into a Grant Contract with the State of California Department of Parks and Recreation to receive $5 million in grant funds under the Proposition 84 2006 Bond Act to construct the Yvonne Burke-John D. Ham Park Community Center (Community Center). The Grant Contract requires the City to meet the terms and conditions of the Grant Contract and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006. One of the provisions under the Grant Contract is to adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of the Labor Code Section 1771.5 for application to that public works project. On August 4, 2015, the City Council approved an Agreement with Contract Compliance and Monitoring, Inc. (CCMI) to provide a third party labor compliance program to comply with the Proposition 84 Grant. CCMI has identified labor compliance issues that requires additional work by CCMI to close out with the Department of Industrial Relations. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CONTRACT COMPLIANCE AND MONITORING INC. IN AN AMOUNT NOT TO EXCEED $25,000."

23. APPROVAL OF A RESOLUTION ADOPTING AN ANIMAL CONTROL OPERATIONS MANUAL

Comments:

In light of recent events involving Public Safety operations, and in an effort to improve the quality of operations, particularly as it relates to animal control services, staff has prepared the attached "Animal Control Program Policies, Procedures and Operations Manual for Animal Control Personnel ("Operations Manual") which is intended to augment existing operational guidelines and instructional materials. Should the City Council approve the resolution adopting the Operations Manual, it would do so subject to approval of the Operations Manual by the Lynwood Employees Association AFSCME Local 1920 Union (LEA) and the Lynwood Employees Management Group (LEMG). (DCE)

Recommendation:

Staff recommends that the City Council approve the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE ANIMAL CONTROL PROGRAM POLICIES, PROCEDURES AND OPERATIONS MANUAL FOR ANIMAL CONTROL PERSONNEL SUBJECT TO REVIEW AND APPROVAL BY THE LYNWOOD EMPLOYEES ASSOCIATION AND THE LYNWOOD EMPLOYEES MANAGEMENT GROUP."

24. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS TO HIRE A FIRM TO RECRUIT PERMANENT HIRES FOR THE DIRECTOR OF FINANCE & ADMINISTRATION, DIRECTOR OF DEVELOPMENT, COMPLIANCE & ENFORCEMENT SERVICES, AND ASSISTANT TO THE CITY MANAGER

Recommendation:

Staff recommends that the City Council authorize the issuance of a request for proposals to hire a firm to recruit permanent hires for the Director of Finance & Administration, Director of Development, Compliance & Enforcement Services, and Assistant to the City Manager positions.

NEW/OLD BUSINESS

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD RATIFYING AND APPROVING AN AGREEMENT WITH ALMA K. MARTINEZ TO SERVE AS CITY MANAGER

Comments:

On November 15, 2016, the City Council voted to appoint Ms. Alma K. Martinez as the new City Manager, and directed the City Attorney's Office to prepare any necessary agreement. As directed by the City Council, the City Attorney's Office has prepared an agreement with Ms. Alma K. Martinez, and has submitted the agreement to be approved by resolution. The base salary provided for is One Hundred and Eighty Thousand Dollars ($180,000.00). The other terms are substantially the same as the previous City Manager's agreement. (CA)

Recommendation:

Staff recommends that the City Council adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD RATIFYING AND APPROVING AN AGREEMENT WITH ALMA K. MARTINEZ TO SERVE AS CITY MANAGER"

26. REVIEW OF BOARD AND COMMISSION MEMBERS & ANNUAL BOARDS AND COMMISSIONS LOCAL APPOINTMENT LIST

Comments:

Government Code Section 54970, known as the Maddy Act, requires the City Council to annually, by December 31st of each year, prepare a list of all regular and ongoing Boards, Commissions and Committees, which are appointed by the City Council. The Act requires that a list include the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications of the positions. Additionally, the Maddy Act requires the list to be posted at the public library and be available to members of the public. (CC)

Recommendation:

Staff recommends that the City Council review the list of Board and Commission members. Currently, there is one vacancy for the Planning Commission. The City Clerk's Office received three applications this year for the various boards and commissions. In accordance with rules outlined, the City Council may make any adjustments to these Boards and Commissions, as it deems appropriate.

Additionally, staff recommends that the City Council direct staff to post the attached annual City of Lynwood Boards and Commission Appointment List pursuant to Government Code Section 54970 requirements.

27. MAYORAL APPOINTMENTS FOR VARIOUS ORGANIZATIONS AND COMMITTEES

Comments:

Members of the City Council and staff serve on diverse municipal organizations that require representation of government officers. This participation allow the City to receive beneficial information and resources. Previously, the Mayor has made appointments to these organizations, with approval and ratification of members of the Council. (CC)

Recommendation:

Staff respectfully recommends that the Mayor and Council review and appoint delegates and alternates for the various organizations and committees and direct staff to notify said organizations about these appointments.

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON DECEMBER 20, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.

City of LYNWOOD
A City Meeting Challenges
11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, 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 Cannabis Cultivation-and Manufacturing-Related businesses in the City of Lynwood, and Consideration of the Planning Commission's Recommendation to Amend the Zoning Code to Allow Cultivation/Manufacturing Commercial Cannabis Activity in the Manufacturing Zone of the City

APPLICANT: City of Lynwood

SUMMARY:

This is a proposed ordinance allowing for the establishment of 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 application minimum requirements, 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.

AGENDA ITEM 8

On September 13, 2016, the Planning Commission conducted a noticed public hearing on proposed amendments to the Lynwood Zoning Ordinance, and recommended amending the zoning district where cannabis commercial facilities are allowed, to allow such facilities only in the manufacturing zone of the City.

RECOMMENDED ACTIONS:

- 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 "Cannabis Businesses and Activity"; and

- Adopt the Planning Commission's September 13, 2016 recommendation to permit Cannabis Cultivation- and Manufacturing-Related Businesses in the M manufacturing zone within the City of Lynwood; and

- Direct Staff to prepare for Council consideration the application forms, process, and time schedule for the approval of business licenses consistent with this proposed Ordinance.

BACKGROUND: Adult Use of Marijuana Act (AUMA)-Prop 64

On November 8, 2016, California voters approved the Adult Use of Marijuana Act (AUMA)-Prop 64. California is one of eight states where recreational cannabis usage is legal, including Alaska, Colorado, Maine, Massachusetts, Oregon, Washington, and Nevada

Under the new State law, adults aged 21 years or older may possess and use marijuana for recreational purposes.

Recreational use of cannabis for adults aged 21 years or older is now permitted in a private home or at a business licensed for on-site marijuana consumption. Adults may possess 28.5 grams of cannabis and 8 grams of concentrated product. Further, an individual is permitted to grow up to six plants within a private home, as long as the area is locked and not visible from a public place. Smoking remains illegal while driving a vehicle, anywhere smoking tobacco is, and in all public places.

Businesses may sell cannabis for recreational use by acquiring a state license.

The measure creates two new taxes, on cultivation and the other on retail price. Revenue from the new taxes will be spent on drug research, treatment, and enforcement, health and safety grants addressing marijuana, youth programs, and preventing environmental damage resulting from illegal cannabis production. Proposition 64 creates two new excise taxes on marijuana. One is be a cultivation tax of $9.25 per ounce for flowers and $2.75 per ounce for leaves, with exceptions for certain medical marijuana sales and cultivation. The second is a 15 percent tax on the retail price of marijuana. Taxes will be adjusted for inflation starting in 2020.

The United States Justice Department in 2013 proclaimed that it would not target lawful marijuana businesses or cannabis use in states that legalized use of marijuana and also enacted and enforced "robust" regulations permitting marijuana industries.

SUMMARY OF APPLICABLE STATE LAW:

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;

On June 27, 2016, the California legislature passed Senate Bill No. 837 to amend certain areas of the MMRSA. The bill changes the name of the Medical Marijuana Regulation and Safety Act, the Bureau of Medical Marijuana Regulation, and the Medical Marijuana Regulation and Safety Act Fund to the Medical Cannabis Regulation and Safety Act, the Bureau of Medical Cannabis Regulation, and the Medical Cannabis Regulation and Safety Act Fund.

DISCUSSION

This proposed 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. Permitee 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 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.

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.
On September 13, 2016, the Lynwood Planning Commission conducted a noticed public hearing on proposed amendments to the Lynwood Zoning Ordinance, and recommended amending the zoning district where cannabis commercial facilities are allowed, to allow such facilities in the manufacturing zone of the City only.

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 MCRSA 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 MCRSA, any development agreement approved by city council, and any rules adopted pursuant thereto, except that no outdoor or dispensary license types and classifications, as specified in Business and Professions Code 19300.7 and in the MCRSA, shall be permitted within the City.

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(af) of the California Business and Professions Code.

R. "Medical cannabis business" means any person engaged in commercial cannabis activity.

S. "Medical Cannabis Regulation and Safety Act" or "MCRSA" means Chapter 3.5 of Division 8 of the California Business and Professions 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; MCRSA, 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 MCRSA, 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 of any license classification type, as specified in Business and Professions Code 19300.7 and in this chapter, 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. **<u>Manufacturing Site</u>.**

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 M Manufacturing zone, 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 M Manufacturing zone, 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 MCRSA, 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 Law.

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.

DRAFT

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.

MEMORANDUM

Date: December 6, 2016

TO: Honorable Mayor and Member of the City Council

APPROVED BY: Alma K. Martinez, City Manager

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

SUBJECT: City of Lynwood Minutes

Recommendation:

Staff recommends the City Council approve the following minutes:

Regular Meeting – November 1, 2016
Special Meeting – November 15, 2016
Regular Meeting – November 15, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated with: N/A

AGENDA ITEM 9

LYNWOOD CITY COUNCIL
REGULAR MEETING
NOVEMBER 1, 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

PRESENT: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, MAYOR PRO TEM 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 offered by Council Member Santillan-Beas.

Item #5. INVOCATION

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

Item #6. PRESENTATIONS/PROCLAMATIONS

- Organization of the Month

St. Francis Medical Center representatives were presented with a plaque of recognition for their professional business practices and commitment to the City of Lynwood.

- Sheriff Captain Carter- Update on Law Enforcement Issues

Lieutenant Chavez spoke about the community academy that was ending on November 9th; that there were two members from the City of Lynwood who were graduating from the academy and invited the community to attend the graduation ceremony; spoke about the auto theft in the city and informed the public on another tool, which was a

small laminated card containing useful reminders on how to protect one's vehicle

• City Council Members Reporting on Meetings Attended

Council Member Alatorre reported on having attended training at USC related to executive education, which was very informative and interesting and discussed management strategies.

Mayor Hernandez thanked the businesses and the seniors for having participated in the business round table events now that the year was coming to an end.

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

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 6:21 p.m. Motion carried by unanimous consent.

The City Council recessed to the Successor Agency meeting at 6:21p.m.

The City Council reconvened to the regular City Council meeting at 6:27 p.m.

PUBLIC ORAL COMMUNICATIONS

(Regarding Agenda Items Only)

Irene Garcia spoke relative to agenda item Nos. 9, 13 and 16 respectively. With respect to item No. 9, the purchase of the eight charging stations, she inquired about the number of vehicles in the city and at what cost; on item No. 13 regarding the agreement for Peter Han, she inquired about the cost; and on item No. 16, relative to the fee waiver, she stated that she was in favor of option No. 2 as stated in the staff report.

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

Harry Gibbens spoke in relation to the Armory property stating that it would complement the new City Hall Annex; that the City should acquire the property from the State of California; that he had communicated with George Carollo from the State of California Department of General Services on the matter seeking and requesting to donate the property to the City or sell the property to the City for a $1.00.

City Manager Beltrán presented a brief report on the status of said property stating that communications with the State of California were currently taking place relative to this property.

Veronica Lewis, Director of the Homeless Outreach Program (HOPIC) addressed the Council relative to the activities that her organization had executed in support of local and regional homelessness making special reference to the successes achieved since she last spoke before the City Council last year.

Joaquin Mesinas spoke about the good work that has been done with the homeless; commented on the issues associated with freedom of speech and made reference to a report from the City of Los Angeles on the subject matter.

Mayor Pro Tem Castro requested that the City Attorney provide a memorandum relative to the rules of decorum and rights of the public to address the City Council in relation to freedom of speech.

Sandra Rivera Orozco spoke about the issues associated with the Central Basin Water Board election and commented that she was concerned with the amount of money collected by a member of the City Council running for that seat.

Maria Viera addressed the City Council in relation to an accident that took place on State Street; she stated that she had collected signatures to ensure no similar accidents happen again and requested that speed bumps be placed in that area.

Roberto Castro spoke concerning a flyer that was being circulated in certain areas of the City in which a Council Member was being libeled and it also stated that it came from Vecinos Unidos of Lynwood (United Neighbors of Lynwood), which did not involve his organization.

Julian Del Real-Calleros commented on the issues that come before the Traffic Safety Commission related to speeding and stated that the City needed to find legal ways to catch the perpetrators and prosecute them.

Rebecca Castro addressed the City Council regarding the recall efforts by her and a group of citizens and provided copies of the notice of intent of recall petition to Mayor Hernandez, Mayor Pro Tem Castro, Council Member Solache and Council Member Santillan-Beas.

City Attorney Garcia stated that for the record that actual service is not completed until the City Clerk is officially served; that it cannot be just any form and that no form was included with the agenda unless the City Council adopted it.

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

Council Member Alatorre stated that the City should look to enforce a policy of no tolerance with respect to the residents' complaints about accidents and speeding in their neighborhoods in an effort to alleviate such incidents; requested that this matter be brought back as an agenda item at the next meeting; spoke about the different versions of the Robert's Rules of Order and that he was very much in favor of free speech irrespective of the content of such speech.

Council Member Solache made comments regarding the political flyer he had received and thanked the resident who brought up the issue of notifying the Council that it was not Vecinos Unidos (the organization) sending out such notices.

Council Member Santillan-Beas spoke about the campaign disclosure statement that was a public record; urged residents to get out and vote.

Mayor Pro Tem Castro thanked all those who sent flowers and cards and the love and support extended to her during her recent hospital stay; made comments relative to the issue of freedom of speech commenting that she supports free speech; that however; the speech should be done in a respectful manner; that the Mayor as the Presiding Officer has the right to run the meeting in the most effective manner as possible in accordance with the rules of decorum.

Mayor Hernandez made brief comments about the election and stated that irrespective of the outcome, we were better than that; stated that he had received death threats; that we should concentrate on the issues not the personalities; that the issues was what matter to the community.

CONSENT CALENDAR

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to approve the consent calendar with the exception of the items pulled. Motion carried by the following roll call vote:

ROLL CALL:

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

NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Council Member Alatorre requested that item Nos. 14 and 15 be pulled.

Mayor Hernandez requested that item No. 12 be pulled.

Item #8. APPROVAL OF THE WARRANT REGISTERS

RESOLUTION NO. 2016.229 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREFORE

Item #9. APPROVE THE PURCHASE OF EIGHT (8) CHARGE STATIONS FOR THE CITY HALL/CIVIC CENTER

RESOLUTION NO. 2016.230 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA APPROVING THE PURCHASE OF EIGHT (8) CHARGING STATIONS WITH CHARGE POINT FOR THE CITY HALL/CIVIC CENTER COMPLEX THROUGH A 4/5 VOTE OF THE CITY COUNCIL THAT THE ACQUISITION MAY BE MORE ECONOMICALLY AND EFFICIENTLY EFFECTED THROUGH ALTERNATE PROCESURE UNDER MUNICIPAL CODE SECTION 6-3-13 (a) (3); AND APPROVING THE APPROPRIATION FROM UNAPPROPRIATED AB2766 FUNDS

Item #10. APPROVAL OF A CONTRACT WITH KW ENGINEERING TO PREPARE THE ENERGY ACTION PLAN PURSUANT TO THE CITY'S PARTICIPATING IN THE GATEWAY LEADER ENERGY PARTNERSHIP PROGRAM

RESOLUTION NO. 2016.231 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, APPROVING A CONTRACT WITH KW ENGINEERING TO PREPARE AN ENERGY ACTION PLAN IN THE AMOUNT NOT TO EXCEED $20,000 TO BE REIMBURSED BY SOUTHERN CALIFORNIA EDISON AND TO AUTHORIZE A $3,000 CONTINGENCY ON THE PROJECT FOR ADDITIONAL SERVICES

Item #11. TREASURER'S QUARTERLY INVESTMENT REPORT

Received and filed by Minute Order No. 2016-143

Item #12. CONSIDERATION OF APPOINTMENT TO THE PLANNING COMMISSION (PULLED)

Mayor Hernandez stated that the Planning Commission had not had a quorum lately due to the resignation of Planning Commissioner Landeros; stated that by way of this action, he was appointing Mr. Juan Enciso to the Planning Commission.

MOTION: It was moved by Mayor Hernandez, seconded by Mayor Pro Tem Castro, to ratify the appointment of Juan Enciso to the Planning Commission. Motion carried by the following roll call vote:

ROLL CALL:

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

Ratified by Minute Order No. 2016-144

Item #13. DIRECTOR OF TECHNOLOGY AND MEDIA SUPPORT SERVICES EMPLOYMENT SERVICES AGREEMENT – MR. PETER HAN

RESOLUTION NO. 2016.232 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, APPROVING AN EMPLOYMENT AGREEMENT WITH PETER HAN FOR THE POSITION OF DIRECTOR OF TECHNOLOGY AND MEDIA SUPPORT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

Item #14. IMMEDIATE NEED FOR TEMPORARY STAFFING REQUEST – FINANCE DEPARTMENT (PULLED)

RESOLUTION NO. 2016.233 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT TO FILL SEVERAL KEY POSITIONS IN THE FINANCE DEPARTMENT ON AN INTERIM BASIS THROUGH JANUARY 2017

Council Member Alatorre inquired about the need to have these positions and the reason behind the request.
Haydee Sainz, Director of Human Resources and Risk Management stated that there were specific dollar amounts that would allow the City to fill these positions on a temporary basis and those dollar amounts did not include benefits.

City Manager Beltrán introduced Interim Director of Finance Dennis McClean and asked Mr. McClean to provide further clarification on the subject.

Interim Director of Finance McClean stated that what the Finance Department was facing was a critical need in that there were essentially four vacancies; that the Department wanted to work quickly in delivering the audited financial statements but that the Department was not ready; stated that these positions were needed immediately to bring reconciliations up to date, to prepare work papers related to the year-end and many other critical assignments.

City Manager Beltrán indicated that recruitments will be on-going for the vacant positions and when the two other individuals return, they will go back to their normal duties; that the temporary positions would be approximately until January 31.

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

ROLL CALL:

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

Item #15. RESOLUTION FIXING THE CITY OF LYNWOOD'S EMPLOYER HEALTH INSURANCE CONTRIBUTIONS UNDER THE PUBLIC EMPLOYEE'S MEDICAL AND HOSPITAL CARE ACT ("PEMHCA") (PULLED)

RESOLUTION NO. 2016.234 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

Council Member Alatorre stated that he was seeking clarification from staff on the different scales.

Haydee Sainz, Director of Human Resources and Risk Management stated that this was a contract with PERS and that the City participated in PEMHCA for medical benefits and that each year they recalculate the contribution of the City and staff received the notification in order to present it to the City Council; that this year the contribution was a bit higher; she stated that this was a yearly requirement.

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

ROLL CALL:

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

NEW/OLD BUSINESS

Item #16. REQUEST FOR FEE WAIVER AND BATEMAN HALL FACILITY USE

Mark Flores, Director of Parks and Community Services presented a brief staff report.

There was a brief discussion on the item with Council Member Alatorre seeking clarification on the announcer, the number of vehicles, direct communication between parade operations staff and city staff; price scheduling and other related topics.

MOTION: It was moved by Council Member Santillan-Beas, seconded by Mayor Pro Tem Castro to move ahead with the fee waiver by accepting option No. 3, which was to direct staff to process and complete the facility use application with full fee waiver and adopt the resolution to that effect. Motion carried by the following roll call vote:

Council Member Alatorre inquired about the non-profit status of the organization with staff indicating that as far as they knew they did not. Mayor Pro Tem Castro asked if this could be joint effort with the City as well.

ROLL CALL:

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

RESOLUTION NO. 2016.235 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, APPROVING THE USE OF THE BATEMAN HALL AUDITORIUM AND WAIVING THE RENTAL FEES IN THE AMOUNT OF $366.00

ADJOURNMENT

Having no further discussion, it was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre and carried to adjourn the regular Lynwood City Council meeting at 7:48 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

LYNWOOD CITY COUNCIL
SPECIAL MEETING
November 15, 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 5:08 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 (Via teleconference), SANTILLAN-BEAS, SOLACHE, MAYOR PRO TEM 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 was postponed to the regular meeting at 6:00 p.m.

Item #5. INVOCATION

The invocation was postponed to the regular meeting at 6:00 p.m.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

NONE

CLOSED SESSION

Item #6. Closed Session Items

City Attorney Garcia led the City Council into closed session at 5:09 p.m.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to recess to closed session at 5:09 p.m. Motion carried by unanimous consent.

The City Council reconvened at 6:05 p.m.

City Attorney Garcia reported:

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)

There was no reportable action.

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: Two

The two items of anticipated litigation were not considered.

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

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Number of Cases: Two

On the first anticipated litigation matter, there was no reportable action.

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

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. 058166-01-01; 07-FLA-105-20; 07-FLA-105-23; and 07-FLA-105-24

Agency Negotiator: J. Arnoldo Beltrán, City Manager

Negotiating Parties: Caltrans

Under Negotiation: Price and terms

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Solache providing direction to the City Manager on negations with respect to the first listed property number 058166-01-01.

E. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957:

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

PUBLIC EMPLOYEE APPOINTMENT

Title: Interim City Manager/City Manager

Item was not considered and the closed session remained open for the City Council to go back and discuss.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to continue the closed session. Motion carried by unanimous consent.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to adjourn the regular meeting and recess to the special meeting to finish the closed session at 7:20 p.m. Motion carried by unanimous consent.

The City Council reconvened to the Special City Council meeting at 8:09 p.m.

City Attorney Garcia reported on the last item of closed session as follows:

MOTION: It was moved by Council Member Alatorre, seconded by Council Member Solache by a vote of 4-1 with Mayor Hernandez abstaining, the City Council ended the appointment and employment of Mr. J. Arnoldo Beltran pending the finalization of separation papers for Mr. Beltran and submission of an exit memorandum.

Further City Attorney Garcia stated that:

MOTION: It was moved by Council Member Solache, seconded by Council Member Santillan-Beas, the City Council by a vote of 4-1 with Mayor Hernandez voting no, appointed a new City Manager effective on the 15th day of November at 8:10 p.m.; the new employment agreement would be duly noted and agendized at a subsequent meeting with the newly appointed City Manager being Ms. Alma K. Martinez.

Council Member Solache thanked City Manager Beltrán for his service to the City of Lynwood.

ADJOURNMENT

Having no further discussion, it was moved by Council Member Solache, seconded by Mayor Hernandez to adjourn the Special City Council at 8:12 p.m. Motion carried by unanimous consent.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

LYNWOOD CITY COUNCIL
REGULAR MEETING
NOVEMBER 15, 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

PRESENT: COUNCIL MEMBERS ALATORRE (Participated via teleconference), SANTILLAN-BEAS, SOLACHE, MAYOR PRO TEM 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 offered by the Explorers.

Item #5. INVOCATION

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

Item #6. PRESENTATIONS/PROCLAMATIONS

- South Central Los Angeles Regional Center

  Maria Figueroa, Community Relations Specialist offered a presentation regarding the community services provided by the South Central Los Angeles Regional Center.

- Sheriff Captain Carter- Update on Law Enforcement Issues

  Lieutenant Chavez reported on the turkey give-away event at Plaza Mexico; spoke about the tree-lighting ceremony event as well as the tracking program for stolen vehicles; that the community survey in the unincorporated areas will begin in mid-January.

- City Council Members Reporting on Meetings Attended

Council Member Solache reported on having attended the Veteran's event that the Mayor helped coordinate and stated that it was a great event in recognition of all Lynwood Veterans; spoke about the recent election and stated that it was time to move on; congratulated Leticia Vasquez on her re-election to the Central Basin Water Board and thanked the community in the passage of Measures PS and Measure RD.

City Clerk Quiñonez offered apologies for the recent miscommunication relative to the venue where the Public Hearing was to be held; stated that these were opportunities for better communication and process improvement.

MOTION: It was moved by Mayor Hernandez, seconded by Mayor Pro Tem Castro to continue items No. 8 Public Hearing regarding outdoor advertising displays and item No. 17 under New Business relative to a proposed urgency ordinance rescinding the temporary moratorium on billboards. Motion carried by unanimous consent.

Mayor Pro Tem Castro reiterated that the reason those items were being pulled was due to the confusion on the publication; she inquired about the initiative petition related to billboards and asked that information be provided to the City Council in their green memo.

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 6:28 p.m. Motion carried by unanimous consent.

The City Council recessed to the Successor Agency meeting at 6:28 p.m.

The City Council reconvened to the regular City Council meeting at 6:29 p.m.

PUBLIC ORAL COMMUNICATIONS

(Regarding Agenda Items Only)

Before proceeding with Public Oral Communications, Mayor Pro Tem Castro spoke briefly about what people can or cannot do when they were at a public meeting and asked the City Attorney if he had that information available.

City Attorney Garcia stated that at the discretion of the City Council he could make it available to the public and that he could also summarize if the Council so desired. City Attorney Garcia provided a brief summary of the rules of decorum and introduced a legal opinion on the subject, which was made available to the general public.

Jorge H. Rodriguez from Becker Boards spoke relative to the matter of the public hearing and stated that he was looking forward to moving ahead with a Development Agreement on Billboards that would bring revenue to the City.

Joseph White from Becker Boards addressed the City Council on the issue of the public hearing and stated that he wanted to revisit the proposal his company had submitted back in March of 2016; that the code at the time would have allowed the Billboard that they had proposed; that he did not hear from anyone from the City and when he did hear back, he found out that there was a moratorium; requested and urged the council to lift the moratorium.

Irene Garcia item No. 11, the acceptance of the Lynwood City Park Outdoor Fitness Zone project and inquired about the two change orders; and on item No. 17, Ms. Garcia asked why not a permanent moratorium on billboards; thanked the employees for the veterans program that recently took place and commented that it was the best she had seen in recent years. Further, she inquired about the status of the funds that were allocated from Congresswoman Linda Sanchez to renovate Long Beach Boulevard; asked about how much interest was earned; what happened to the money; spoke against students protesting in the middle of the street.

Sandra Orozco addressed the City Council relative to the recent Central Basin Municipal Water District election stating that the election was over and that it was not time to move on.

Harry Gibbens stated that he had not heard back from the City as to the result of the discussions on the armory property; inquired as to whether or not such property could be donated from the state to the city.

City Manager Beltrán stated that the City was in conversations with the state on this property and that staff was hoping to arrive at a price for its acquisition and that it was doubtful that the state would simply donate the property to the city; he stated that the City had an exclusive until June of 2017 to complete such transactions.

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

Mohamed Martinez inquired as to why the city manager was employed in Lynwood and expressed concerns with him given his history in other cities.

Esperanza Galvan Trejo from the American Cancer Society provided a status report on the relay for life event and stated that it was a very successful fund-raising event.

Maria Viera urged the City Council to provide more law enforcement patrols and security at the parks due to the vandalism she had noticed lately where benches had been destroyed and torn off and used a soccer goal; stated that she had sent pictures to the Mayor.

Julian Del Real-Calleros congratulated the Council on the passage of the penny tax and stated that he hoped the money would be used for much needed street improvements.

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

Council Member Alatorre stated that the election was over and it was time to move on and locally take care of the community; spoke about the issue of security at the times and agreed that there must be more security.

Council Member Solache made comments regarding Measure PS and the soon to be formed Oversight Committee; and as a City Council we should take better action; stated that the medians on Long Beach Boulevard must be a priority to be improved.

Council Member Santillan-Beas thanked staff for the painting the corners red and the need for more effective code enforcement in the areas red marked; spoke about more recent spike in gang activity; and expressed concerns with the lost dog situation.

Mayor Pro Tem Castro reiterated the issue of outsiders coming into Lynwood and not following the rules of decorum; she stated that she did not want to see Lynwood Council meetings becoming a circus; stated that we should have mutual respect.

Mayor Hernandez thanked everyone for attending the meeting; stated that it was refreshing to see people speaking about the issues not personalities; thanked the veterans and the city staff that helped coordinate the recent veteran's event.

PUBLIC HEARING

Item #8. AN ORDINANCE AMENDING LYNWOOD MUNICIPAL CODE SECTION 25-70-14 RELATING TO DEVELOPMENT STANDARDS FOR OFF-SITE OUTDOOR ADVERTISING DISPLAYS IN THE CITY OF LYNWOOD

Item tabled to the next meeting by Minute Order No. 2016-145

CONSENT CALENDAR

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

ROLL CALL:

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

Item #9. MINUTES OF PREVIOUS MEETINGS:

Regular Meeting – October 18, 2016
Special Meeting – October 18, 2016
Special Meeting – November 1, 2016

Approved by Minute Order No. 2016-146

Item #10. APPROVAL OF THE WARRANT REGISTER

RESOLUTION NO. 2016.236 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREFORE

Item #11. PROJECT ACCEPTANCE – LYNWOOD CITY PARK OUTDOOR FITNESS ZONE

RESOLUTION NO. 2016.237 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, ACCEPTING THE LYNWOOD PARK OUTDOOR FITNESS ZONE PROJECT AS BEING COMPLETE AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION

Item #12. REDWOOD AVENUE AND WALNUT AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017

RESOLUTION NO. 2016.238 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, ACCEPTING THE REDWOOD AVENUE AND WALNUT AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017 AS COMPLETE; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION

Item #13. VACATION OF CARLIN AVENUE AT OLANDA STREET, OLANDA STREET AND VIRGINIA STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017

RESOLUTION NO. 2016.239 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, DECLARING ITS INTENTION TO VACATE SECTION OF CARLIN AVENUE AT OLANDA STREET AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS, AS DECEMBER 6, 2016, AND PROCEED WITH THE TRAFFIC CALMING MEASURES WITH LANDSCAPED MEDIAN AND RAISED MEDIAN ISLANDS AS PART OF OLANDA STREET AND VIRGINIA STREET, STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.017

Item #14. CLAIM FOR DAMAGES BY SHEILA GIBSON

Denied by Minute Order No. 2016-147

Item #15. CLAIM FOR DAMAGES BY WILSON CARRILLO

Denied by Minute Order No. 2016-148

Item #16. CLAIM FOR DAMAGES BY MARIA BARAJAS

Denied by Minute Order No. 2016-149

NEW/OLD BUSINESS

Item #17. PROPOSED URGENCY ORDINANCE RESCINDING THE TEMPORARY INTERIM MORATORIUM ON THE APPLICATION OF THE CURRENT DEVELOPMENT STANDARDS 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

Item tabled to the next meeting by Minute Order No. 2016-150

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to adjourn the regular meeting and reconvene to the special meeting and finish the closed session at 7:20 p.m. Motion carried by unanimous consent.

ADJOURNMENT

Having no further discussion, it was moved by Council Member Solache, seconded by Mayor Hernandez to adjourn the regular City Council at 8:12 p.m. Motion carried by unanimous consent.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

PREPARED BY: Dennis McLean, Interim Director of Finance
Lilly Hampton, Accounting Technician

SUBJECT: Approval of the Warrant Register

Recommendation:

Staff respectfully recommends that the Lynwood City Council approve the warrant register dated December 6, 2016.

----------Attached Warrant Register dated December 6, 2016----------

AGENDA ITEM 10

Void-Check Listing
City of Lynwood

Bank code: apbank

Void Check #	Date	Vendor	Status	Clear/Void Date	Reason-Void/Re-issue Ck#	Inv. Date	Amount Paid	Check Total
185640	11/15/2016	001994 ALIN'S PARTY SUPPLY CO.	V	11/28/2016	WRONG AMOUNT 185790	10/21/2016	238.63	238.63
185731	11/15/2016	000089 STAPLES OFFICE	V	11/28/2016	WRONG INVOICE # 185910	10/19/2016	495.87	
				11/28/2016	3314376810	09/07/2016	57.20	553.07
185769	11/14/2016	003622 ROSENOW,SPEVACEK	V	11/14/2016	WRONG AMOUNT 185769	09/30/2016	10,592.50	
					I001484	05/31/2016	5,403.75	15,996.25
1002453	07/29/2016	005982 WILLIAM MC CLOUD	V	07/29/2016	WRONG AMOUNT 1002591	08/31/2016	297.23	297.23

apbank Total: **17,085.18**

4 checks in this report

Total Checks: **17,085.18**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002532	10/31/2016	005859	ADAMS, LUTHER	005859113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	241.38
						Total :	**241.38**
1002533	10/31/2016	005838	BARRIOS, DEBORAH D.	005838113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	1,288.96
						Total :	**1,288.96**
1002534	10/31/2016	007117	BROOKS, REGINA	007117113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	418.83
						Total :	**418.83**
1002535	10/31/2016	005861	CABARET, MARILYN	005861113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	516.96
						Total :	**516.96**
1002536	10/31/2016	005862	COBB, LAFEVEVA	005862113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	172.23
						Total :	**172.23**
1002537	10/31/2016	006115	COULSON - JOHNSON, SERENA	006115113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	688.22
						Total :	**688.22**
1002538	10/31/2016	006336	DELGADO, ARTHUR	006336113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	195.98
						Total :	**195.98**
1002539	10/31/2016	008246	WINBUSH, VELMA	008246113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	441.53
						Total :	**441.53**
1002540	10/31/2016	005864	DRIVER, CELESTE	005864113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	195.98
						Total :	**195.98**
1002541	10/31/2016	008557	GRAHAM, EUGENIA	008557113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002541	10/31/2016	008557	GRAHAM, EUGENIA	(Continued)			
						7151.35.355.64012	195.98
						Total :	**195.98**
1002542	10/31/2016	000799	LORNA HAWKINS	000799113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	480.05
						Total :	**480.05**
1002543	10/31/2016	006915	HERNANDEZ, MARIA	006915113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	418.83
						Total :	**418.83**
1002544	10/31/2016	006123	LIMON, ISMAEL	006123113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	1,288.96
						Total :	**1,288.96**
1002545	10/31/2016	005870	MC CONNAUGHEY, JOHN	005870113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	756.00
						Total :	**756.00**
1002546	10/31/2016	005982	MC CLOUD, WILLIAM	005982113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	172.23
						Total :	**172.23**
1002547	10/31/2016	005871	MILLS, GILBERT	005871113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	283.04
						Total :	**283.04**
1002548	10/31/2016	005873	NELSON, ELLA	005873113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	469.46
						Total :	**469.46**
1002549	10/24/2016	002518	NGUYEN, QUYNH VAN	002518113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	1,042.36
						Total :	**1,042.36**
1002550	10/31/2016	005983	NUNO DENIZ, FRANCISCO	005983113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	469.46

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002550	10/31/2016	005983	005983 NUNO DENIZ, FRANCISCO	(Continued)		Total :	469.46
1002551	10/31/2016	006209	OCHOA, MIKE	006209113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	418.83
						Total :	418.83
1002552	10/31/2016	005984	ROBERSON, MAURICE	005984113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	469.46
						Total :	469.46
1002553	10/31/2016	006233	SANCHEZ, HELEN	006233113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	172.23
						Total :	172.23
1002554	10/31/2016	006071	SARAVIA, CESAR	006071113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	716.06
						Total :	716.06
1002555	10/31/2016	008424	SIDDELL, STEPHANIE	008424113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	418.83
						Total :	418.83
1002556	10/31/2016	007290	SOTO, MARICRUZ	007290113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	195.98
						Total :	195.98
1002557	10/31/2016	005875	SYMONDS, CHARLES	005875113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	241.38
						Total :	241.38
1002558	10/31/2016	006304	WALLACE, BENJAMIN	006304113016		REIMB-RETIREE MEDICAL PREMIUM-11/2016	
						7151.35.355.64012	283.04
						Total :	283.04
1002559	10/27/2016	000053	CALPERS	100000014843544		ANNUAL UNFUNDED ACCRUED LIABILITY-10/2016	
					05-001394	2011.35.340.61005	26,608.93
						Total :	26,608.93

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002560	11/9/2016	000053	CALPERS	2143		MEDICAL PREMIUM-11/2016	
						1011.20140	127,105.11
						7151.35.355.64012	41,534.02
						7151.35.355.64399	582.20
						Total :	**169,221.33**
1002561	11/9/2016	009720	CITY OF LYNWOOD	1292-1319		REPLENISH-LIABILITY CLAIM ACCOUNT-10/2016	
						7151.35.350.67407	93,704.24
						7151.35.350.67408	78.82
						7151.35.350.67411	679.30
						7151.35.350.67406	6,657.00
						Total :	**101,119.36**
1002562	11/9/2016	000124	CITY OF LYNWOOD	30018		REPLENISH-WORKER'S COMP ACCOUNT-10/2016	
						7151.35.345.67408	-15.06
				30332-30394		REPLENISH-WORKER'S COMP ACCOUNT-9/2016	
						7151.35.345.67408	17,519.73
						7151.35.345.67411	2,918.75
						7151.35.345.67409	5,252.61
						7151.35.345.67407	3,322.75
						7151.35.345.67409	205.98
						7151.35.345.67411	388.71
						7151.35.345.67408	3,824.47
				30395-30466		REPLENISH-WORKER'S COMP ACCOUNT-10/2016	
						7151.35.345.67407	4,185.75
						7151.35.345.67409	137.32
						7151.35.345.67408	7,173.90
						7151.35.345.67411	1,653.71
						7151.35.345.67409	3,320.00
						7151.35.345.67411	418.80
						7151.35.345.67408	557.06
						7151.35.345.67409	2,753.60
						Total :	**53,618.08**
1002592	11/23/2016	007811	WELLS FARGO BANK	007811101716		MEASURE R LOCAL SALES TAX REV.SERIES A-12/2016	
					02-001912	5011.30.280.67605	101,803.13

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
1002592	11/23/2016	007811	007811 WELLS FARGO BANK	(Continued)		Total :	101,803.13
1002593	11/23/2016	001211	THE BANK OF NEW YORK MELLON	001211112216		REFUNDING REVENUE BONDS 2014 SERIES A-12/2016	
					06-006478	6051.45.450.67605	105,315.00
				001211112216-A		REFUNDING REVENUE BONDS 2009 SERIES A-12/2016	
					06-006477	6051.45.450.67605	125,592.87
				001211112216-B		ENTERPRISE REVENUE BOND 2008 SERIES A-12/2016	
					06-006476	6051.45.450.67605	208,829.74
						Total :	439,737.61
1002591	7/29/2016	005982	MC CLOUD, WILLIAM	005982073116-A		REIMB-RETIREE MEDICAL	
						7151.35.355.64012	172.23
						Total :	172.23
	34 Vouchers for bank code : apbank					Bank total :	904,932.92
	34 Vouchers in this report					Total vouchers :	904,932.92

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185761	11/10/2016	000053	CALPERS	100000014837938		RETROACTIVE HEALTH PREMIUM-3/2016-10/2016	
						7151.35.355.64012	3,894.47
						Total :	**3,894.47**
185762	11/10/2016	005848	INFRASTRUCTURE ENGINEERS	21844		TRAFFIC STUDY/SPEED SURVEY-7/2016	
					06-006616	2401.45.435.62015	12,923.00
				21862		INSPECTION SERVICE-STREET IMPROV- PROJ-8/2016	
					06-006138	4011.68.017.62015	6,870.00
				21896		TRAFFIC STUDY/SPEED SURVEY-8/2016	
					06-006616	2401.45.435.62015	3,665.00
						Total :	**23,458.00**
185763	11/10/2016	003331	L.A. COUNTY SHERIFF DEPT.	170590NH		SPECIAL EVENT AT LYNWOOD PARK-8/7/2016	
					08-003256	1011.60.705.64399	1,107.90
				170591NH		SPECIAL EVENT AT LYNWOOD PARK-8/28/2016	
					08-003256	1011.60.705.64399	1,107.90
						Total :	**2,215.80**
185764	11/10/2016	005840	PETTY CASH- PUBLIC WORKS, .	005890103116		REPLENISHMENT-10/2016	
						6051.45.450.67950	232.48
						1011.45.415.64399	6.45
						Total :	**238.93**
185765	11/10/2016	008890	TAFOYA AND GARCIA, LLP	2016.0651		INVESTIGATION SERVICES-11/2015-5/2016	
					05-001430	1011.35.335.62015	34,129.92
				2016.0652		INVESTIGATION SERVICES-1/12/2016-2/2/2016	
					05-001430	1011.35.335.62015	3,275.00
				2016.0653		INVESTIGATION SERVICES-11/2015-4/12/2016	
					05-001430	1011.35.335.62015	40,529.92
						Total :	**77,934.84**
185766	11/10/2016	000329	VISION SERVICE PLAN	ACTIVE-113016		VISION PREMIUM-11/2016	
						1011.20140	2,377.28
				RETIREE-113016		VISION PREMIUM-11/2016	
						7151.35.355.64012	1,153.68

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185766	11/10/2016	000329	000329 VISION SERVICE PLAN	(Continued)		Total :	3,530.96
6 Vouchers for bank code : apbank						Bank total :	111,273.00
6 Vouchers in this report						Total vouchers :	111,273.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185767	11/14/2016	001357	EMPLOYMENT DEVELOPMENT DEPT.	L1301469120		UNEMPLOYMENT INSURANCE-7/2016-9/2016	
						7151.35.360.67410	10,226.00
						Total :	**10,226.00**
185768	11/14/2016	001357	EMPLOYMENT DEVELOPMENT DEPT.	L0842169376		EMPLOYMENT TAX PENALTY-3/2016	
						1011.30.270.62015	4,257.52
						Total :	**4,257.52**
185769	11/14/2016	003622	ROSENOW,SPEVACEK GROUP INC	I001484		CELL TOWER LEASE AMENDMENT ANALYSIS-5/2016	
					11-000830	1011.51.505.62015	5,403.75
				I001820		NORTHGATE PROJECT SPECIAL ADVISORY-9/2016	
					11-000807	1011.26104	10,592.50
						Total :	**15,996.25**
185770	11/14/2016	000163	SOUTHERN CALIFORNIA EDISON	000163110116		LIGHT & POWER SERVICES-9/28/2016-10/28/2016	
						6051.45.450.65001	3,882.04
				000163110116-A		LIGHT & POWER SERVICES-9/28/2016-10/28/2016	
						2051.45.430.65001	36.10
						6051.45.450.65001	1,840.02
				000163110116-E		LIGHT & POWER SERVICES-9/28/2016-10/28/2016	
						6051.45.450.65001	13,185.49
				000163110216		LIGHT & POWER SERVICES-10/01/2016-11/1/2016	
						2051.45.430.65001	54.86
						2651.45.425.65001	160.78
				000163110216-A		LIGHT & POWER SERVICES-10/05/2016-11/4/2016	
						2051.45.430.65001	122.81
						2651.45.425.65001	31,527.99
				000163110516		LIGHT & POWER SERVICES-9/29/2016-10/31/2016	
						2701.45.610.65001	102.54
				000163110516-A		LIGHT & POWER SERVICES-10/01/2016-11/1/2016	
						6051.45.450.65001	2,619.51
				000163110516-B		LIGHT & POWER SERVICES-10/01/2016-11/1/2016	
						2651.45.425.65001	388.69
						Total :	**53,920.83**
185771	11/14/2016	001087	FANTASY FLOWERS AND GIFTS	0798341		CENTERPIECES FOR THE MAYOR'S	

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185771	11/14/2016	001087	FANTASY FLOWERS AND GIFTS	(Continued)			
					01-001188	1011.10.101.67214	594.00
						Total :	**594.00**
185772	11/14/2016	008016	SEAN HILLER	111716		PHOTOGRAPHIC SERVICES-11/2016	
					01-001190	1011.10.101.67214	500.00
						Total :	**500.00**

6 Vouchers for bank code : apbank **Bank total : 85,494.60**

6 Vouchers in this report **Total vouchers : 85,494.60**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185773	11/16/2016	005080	COLONIAL LIFE INSURANCE	7144330-0928485		EMPLOYEE CONTRIBUTION-9/2016	
						1011.20146	1,729.80
				7144330-1028389		EMPLOYEE CONTRIBUTION-10/2016	
						1011.20146	1,729.80
						Total :	**3,459.60**
185774	11/17/2016	005848	INFRASTRUCTURE ENGINEERS	21910		INSPECTION SERVICE-STREET IMPROV-PROJ-9/2016	
					06-006138	4011.68.017.62015	6,160.20
				21930		CONSTRUCTION/ENGINEERING SERVICES-9/2016	
					06-006596	4011.67.993.62015	12,440.00
				21984		TRAFFIC STUDY/ENGINEERING SERVICES-9/2016	
					06-006616	2401.45.435.62015	1,350.00
						Total :	**19,950.20**
185775	11/17/2016	002694	L. A. CO. FIRE DEPARTMENT	IN0242567		HAZARDOUS WASTE FEES-7/2016-6/2017	
					06-006619	2051.45.410.64399	250.00
					06-006619	2701.45.610.64399	250.00
					06-006619	2851.45.410.64399	250.00
					06-006619	6401.45.460.64399	250.00
					06-006619	7011.45.420.64399	281.00
				IN0243514		HAZARDOUS WASTE FEES-7/2016-6/2017	
					06-006619	6051.45.450.64399	305.00
				IN0243515		HAZARDOUS WASTE FEES-7/2016-6/2017	
					06-006619	6051.45.450.64399	305.00
				IN0243516		HAZARDOUS WASTE FEES-6/2016-7/2017	
					06-006619	1011.45.415.64399	426.00
				IN0243517		HAZARDOUS WASTE FEES-6/2016-7/2017	
					06-006619	6051.45.450.64399	305.00
				IN0243518		HAZARDOUS WASTE FEES-6/2016-6/2017	
					06-006619	6051.45.450.64399	305.00
				IN0243641		HAZARDOUS WASTE FEES-7/2016-6/2017	
					06-006619	6051.45.450.64399	305.00
						Total :	**3,232.00**
185776	11/17/2016	000486	LIBERTY UTILITIES	020487110416		IRRIGATION WATER-9/2016-11/3/2016	
					06-006525	2701.45.610.63001	254.15

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185776	11/17/2016	000486	LIBERTY UTILITIES	(Continued)			
				021099110916		IRRIGATION WATER-9/2016-11/07/2016	
					06-006525	2701.45.610.63001	250.35
				021133110916		IRRIGATION WATER-9/2016-11/07/2016	
					06-006525	2701.45.610.63001	250.35
				021233110916		IRRIGATION WATER-9/2016-11/07/2016	
					06-006525	2701.45.610.63001	388.90
						Total :	**1,143.75**
185777	11/17/2016	006858	ORBIT RENTALS INC.	32735		LIGHT TOWERS FOR 2016 X-MASS PARADE-12/2016	
					08-003247	1052.60.701.64020	7,864.40
						Total :	**7,864.40**
185778	11/17/2016	000142	PAGEANTRY PRODUCTS	CCLP1600001		ANNUAL CANDY CANE LANE PARADE/12/2016	
					08-003265	1052.60.701.64020	13,500.00
						Total :	**13,500.00**
185779	11/17/2016	000410	SAM'S CLUB	000410112416		TURKEYS/ SENIOR- ANNUAL GIVE AWAY-11/2016	
					08-003266	1011.60.701.64020	1,300.00
						Total :	**1,300.00**
185780	11/17/2016	000163	SOUTHERN CALIFORNIA EDISON	000163110816		LIGHT & POWER SERVICES-10/2016	
						2051.45.430.65001	127.97
				000163110916		LIGHT & POWER SERVICES-10/2016	
						6051.45.450.65001	63.45
				000163111016		LIGHT & POWER SERVICES-10/2016	
						2651.45.425.65001	6,192.73
				000163111016-A		LIGHT & POWER SERVICES-10/2016	
						2051.45.430.65001	64.46
						2651.45.425.65001	6,907.58
				000163111016-B		LIGHT & POWER SERVICES-10/2016	
						2051.45.430.65001	120.52
						2651.45.425.65001	160.12
				000163111216		LIGHT & POWER SERVICES-10/12/2016-11/10/2016	
						2051.45.430.65001	431.65
						2651.45.425.65001	62.20
						2701.45.610.65001	341.09

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185780	11/17/2016	000163 000163 SOUTHERN CALIFORNIA EDISON	(Continued)		Total :	14,471.77
	8 Vouchers for bank code :	apbank			Bank total :	64,921.72
	8 Vouchers in this report				Total vouchers :	64,921.72

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185781	11/22/2016	000353 INFOSEND, INC.	108837		PRINTING FOLDING AND MAILING OF UB BILL-7/2016	
				02-001933	1052.30.315.62015	165.81
				02-001933	6051.30.315.62015	165.81
				02-001933	6401.30.315.62015	165.80
				02-001933	1052.30.315.65035	527.55
				02-001933	6051.30.315.65035	527.55
				02-001933	6401.30.315.65035	527.55
			110201		PRINTING FOLDING AND MAILING OF UB BILLS-8/2016	
				02-001933	1052.30.315.62015	241.33
				02-001933	6051.30.315.62015	241.33
				02-001933	6401.30.315.62015	241.32
				02-001933	1052.30.315.65035	768.62
				02-001933	6051.30.315.65035	768.62
				02-001933	6401.30.315.65035	768.61
			111345		PRINTING FOLDING AND MAILING OF UB BILLS-9/2016	
				02-001933	1052.30.315.62015	165.46
				02-001933	6051.30.315.62015	165.46
				02-001933	6401.30.315.62015	165.45
				02-001933	1052.30.315.65035	526.55
				02-001933	6051.30.315.65035	526.55
				02-001933	6401.30.315.65035	526.54
			112660		PRINTING FOLDING AND MAILING OF UB BILLS-10/2016	
				02-001933	1052.30.315.62015	241.44
				02-001933	6051.30.315.62015	241.44
				02-001933	6401.30.315.62015	241.44
				02-001933	1052.30.315.65035	767.42
				02-001933	6051.30.315.65035	767.42
				02-001933	6401.30.315.65035	767.41
					Total :	**10,212.48**
185782	11/23/2016	006399 AT&T	000008575242		TELEPHONE SERVICE-8/2016	
					1011.65.290.64501	853.76
			000008664655		TELEPHONE SERVICE-9/2016	
					1011.65.290.64501	800.40
			000008791643		TELEPHONE SERVICE-10/2016	
					1011.65.290.64501	1,330.69

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185782	11/23/2016	006399 AT&T	(Continued)			
			000008798915		TELEPHONE SERVICE-10/2016	
					1011.65.290.64501	800.40
			000008839837		TELEPHONE SERVICE-10/2016	
					1011.65.290.64501	0.08
					Total :	**3,785.33**
185783	11/23/2016	001302 U.S. BANK	001302100316		BANKCARD CHARGES-9/26/2016-10/3/2016	
					1011.30.270.64015	398.00
					1011.30.275.64015	70.00
					Total :	**468.00**

3 Vouchers for bank code : apbank **Bank total : 14,465.81**

3 Vouchers in this report **Total vouchers : 14,465.81**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185784	11/28/2016	009721	TAMALERIA "LA DONA" #2	102406		CHRISTMAS PARADE TAMALES-12/2016	
					08-003271	1011.60.701.64020	450.00
						Total :	**450.00**
185785	11/28/2016	005344	AT&T MOBILITY	X11082016		CELL PHONE SERVICES-10/2016	
					12-000115	1011.65.290.64501	1,099.28
					12-000115	6051.65.290.64501	1,099.27
				X11082016-A		CELL PHONE UPGRADES-10/2016	
					04-000561	1011.51.515.65020	440.00
						Total :	**2,638.55**

2 Vouchers for bank code : apbank **Bank total : 3,088.55**

2 Vouchers in this report **Total vouchers : 3,088.55**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185786	12/6/2016	000139	ACE LUMBER, LTD INC	C4402		MATERIALS & SUPPLIES-11/2016	
					08-003196	1011.60.701.65020	13.49
				C4806		MATERIALS & SUPPLIES-11/2016	
					08-003196	1011.60.701.65020	5.81
						Total :	**19.30**
185787	12/6/2016	000002	ADP, LLC	481479006		PAYROLL SERVICES-P/E-10/8/2016	
					02-001905	1011.30.270.62015	368.04
					02-001905	6051.30.315.62015	368.04
				482966187		PAYROLL SERVICES-11/2016	
					02-001905	1011.30.270.62015	357.20
					02-001905	6051.30.315.62015	357.20
						Total :	**1,450.48**
185788	12/6/2016	005079	AFLAC	802087		EMPLOYEE CONTRIBUTION-11/2016	
						1011.20146	1,517.78
						Total :	**1,517.78**
185789	12/6/2016	000370	ALATORRE, SALVADOR	000370123116		ELECTRONIC/MEDIA-AUTO EXPENSES-12/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
185790	12/6/2016	001994	ALIN'S PARTY SUPPLY CO.	852927		SUPPLIES /HALLOWEEN FESTIVAL-10/2016	
					08-003224	1052.60.701.64020	236.53
						Total :	**236.53**
185791	12/6/2016	007439	ALL CITY MANAGEMENT SVCS, INC.	45530		SCHOOL CROSSING GUARD SERVICES-10/2016	
					11-000822	2051.51.365.62015	22,167.60
						Total :	**22,167.60**
185792	12/6/2016	010173	ALVIZURES, GUILLERMO	42903		REFUND-COMMUNITY CENTER RENTAL-CANCELLED	
						1011.60.33201	100.00
						Total :	**100.00**
185793	12/6/2016	002452	AMERICAN LANGUAGE SVCS.	46766		TRANSLATION SERVICES-11/2016	

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185793	12/6/2016	002452	AMERICAN LANGUAGE SVCS.	(Continued)			
					12-000114	1011.65.250.62015	311.00
						Total :	**311.00**
185794	12/6/2016	003312	AMERICAN RENTALS	390941		EQUIPMENT RENTAL & SUPPLIES-11/2016	
					06-006514	2051.45.410.63030	49.91
					06-006514	2051.45.410.65020	152.60
						Total :	**202.51**
185795	12/6/2016	000448	ATLANTIC CAR WASH	1403		CAR WASH SERVICES-10/2016	
					06-006456	7011.45.420.64399	103.92
						Total :	**103.92**
185796	12/6/2016	009155	ATLAS BACKFLOW	11329		REPAIR & TEST BACKFLOW PREVENTION-11/2016	
					06-006547	6051.45.450.63025	1,295.00
						Total :	**1,295.00**
185797	12/6/2016	004285	AVANT GARDE, INC.	4166		LABOR COMPLIANCE SVCS/LONG BEACH BLVD-10/2016	
					06-006593	4011.67.993.62015	925.00
				4176		LABOR COMPLIANCE SERVICES-10/2016	
					06-006611	4011.67.011.62015	3,231.00
				4193		LABOR COMPLIANCE SVCS/LONG BEACH BLVD-11/2016	
					06-006593	4011.67.993.62015	1,965.00
				4194		LABOR COMPLIANCE SERVICES-11/2016	
					06-006611	4011.67.011.62015	3,231.00
						Total :	**9,352.00**
185798	12/6/2016	006170	BARTEL ASSOCIATES, LLC	16-785		ONGOING OPEB VALUATION RES.#2014.036-9/2016	
					05-001435	7151.35.355.62015	7,280.00
						Total :	**7,280.00**
185799	12/6/2016	008496	BATTLE, ELIZABETH ANNE	008496110816		PLANNING COMMISSIONER STIPEND-11/2016	
					11-000780	1011.51.505.60999	50.00
						Total :	**50.00**
185800	12/6/2016	000556	BLX GROUP LLC	41612-14275/091516		LPFA LEASE REVENUE 210 SERIES A-9/2016	
					02-001941	6051.45.450.62015	1,050.00
					02-001941	9011.30.301.62015	1,050.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185800	12/6/2016	000556	BLX GROUP LLC	(Continued)			
				41612-8141/090716		LPFA LEASE REVENUE REFUNDING BONDS 2003A-8/2016	
					02-001935	9011.30.301.62015	1,500.00
						Total :	**3,600.00**
185801	12/6/2016	002380	BOLLES ALIGNMENT INC.	30653		TIRES/BRAKES AND ALIGNMENT SERVICES-11/2016	
					06-006549	7011.45.420.63025	606.19
				39633		TIRES BRAKES AND ALIGNMENT SERVICES-11/2016	
					06-006549	7011.45.420.63025	587.10
						Total :	**1,193.29**
185802	12/6/2016	010165	BRIGGS, MARIE	000183		REFUND-BATEMAN HALL RENTAL DEPOSIT	
						1011.60.33215	335.00
						Total :	**335.00**
185803	12/6/2016	000300	BUBBS HARDWARE	34		HARDWARE MATERIALS & SUPPLIES-10/2016	
					06-006481	2051.45.410.65020	62.10
						Total :	**62.10**
185804	12/6/2016	001110	BURKE, WILLIAMS & SORENSEN	204744		LEGAL ADVISOR FOR LABOR RELATIONS-8/2016	
					05-001434	1011.35.335.62001	18,671.00
				205868		LEGAL ADVISOR FOR LABOR RELATIONS-8/2016	
					05-001434	1011.35.335.62001	36,784.55
						Total :	**55,455.55**
185805	12/6/2016	010181	CALDERON, MARISELA	1617501-1		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	100.00
						Total :	**100.00**
185806	12/6/2016	007750	CALIFORNIA CONSULTING, LLC	1906		GRANT WRITING SERVICES-11/2016	
					02-001918	1011.40.215.62015	600.00
					02-001918	1011.45.405.62015	300.00
					02-001918	1011.51.505.62015	600.00
					02-001918	1011.60.701.62015	600.00
					02-001918	1011.51.815.62015	600.00
					02-001918	6051.45.450.62015	300.00
						Total :	**3,000.00**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185807	12/6/2016	000560	CASANOVA TOWING EQUIPMENT	6776		EQUIPMENT & SPECIALTY TRUCK REPAIRS-11/2016	
					06-006460	7011.45.420.63025	95.00
						Total :	**95.00**
185808	12/6/2016	008889	CASANOVA, JORGE A.	008889110816		PLANNING COMMISSIONER STIPEND-11/2016	
					11-000781	1011.51.505.60999	50.00
						Total :	**50.00**
185809	12/6/2016	001249	CASTRO, AIDE	001249123116		ELECTRONIC/MEDIA-AUTO EXPENSES-12/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
185810	12/6/2016	010126	CHARGEPOINT, INC.	35151		CHARGING STATIONS-10/2016	
					06-006633	7011.45.420.66015	21,895.50
						Total :	**21,895.50**
185811	12/6/2016	009302	CHESSER, CHRISTINE	4322		BARTENDER SERVICE-11/2016	
					08-003191	1011.60.740.62064	250.00
				4326		BARTENDER SERVICE-11/2016	
					08-003191	1011.60.740.62064	200.00
						Total :	**450.00**
185812	12/6/2016	008107	CHICAGO TITLE COMPANY	FCPF-0911607890		TITLE SERVICES FOR REHAB PROGRAM-11/2016	
					11-000816	2961.51.865.62015	33.00
				FCPF-0911609711		TITLE SERVICES FOR REHAB PROGRAM-11/2016	
					11-000816	2961.51.865.62015	65.00
				FCPF-0911609712		TITLE SERVICES FOR REHAB PROGRAM-11/2016	
					11-000816	2961.51.865.62015	65.00
						Total :	**163.00**
185813	12/6/2016	001571	CLINICAL LAB OF SAN BERNARDINO	952878		WATER SAMPLES-10/2016	
					06-006464	6051.45.450.64399	2,054.50
						Total :	**2,054.50**
185814	12/6/2016	009710	COASTAL SPORTS FLOORING	13304		LABOR & MATERIALS-11/2016	
					06-006626	1011.45.415.63025	5,300.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185814	12/6/2016	009710	009710 COASTAL SPORTS FLOORING	(Continued)		Total :	5,300.00
185815	12/6/2016	010182	COLEMAN, PAULETTE	004450		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	65.00
						Total :	65.00
185816	12/6/2016	000444	COMPLETE WELDING SUPPLIES	482532		MATERIALS & SUPPLIES-11/2016	
					06-006497	2051.45.410.65020	43.94
						Total :	43.94
185817	12/6/2016	006281	CONSULTANTS, PROFESSIONAL	IN000077426		PRIVATE RENTAL SECURITY-11/2016	
					08-003221	1011.60.740.62016	689.22
				IN000078032		SECURITY/ SOCCER FIELD RENTAL-11/2016	
					08-003250	1011.60.705.62015	107.10
						Total :	796.32
185818	12/6/2016	008633	CSCDA	10559		AUTHORITY ANNUAL FEE FOR BONDS-12/2015-12/2016	
					02-001936	9011.30.301.64399	948.75
						Total :	948.75
185819	12/6/2016	001792	CSMFO	60275		MEMBERSHIP DUES-12/2017	
						1011.30.270.65040	110.00
						Total :	110.00
185820	12/6/2016	000305	CULLIGAN	1048627		BATEMAN HALL WATER EQUIPMENT RENTAL-10/2016	
					06-006499	1011.45.415.63030	79.15
						Total :	79.15
185821	12/6/2016	000138	DAILY JOURNAL CORPORATION	A2915106		PUBLICATION OF PUBLIC NOTICES-8/2016	
					11-000793	1011.51.505.62025	81.60
				A2917903		PUBLICATION OF PUBLIC NOTICES-8/2016	
					11-000793	1011.51.505.62025	132.60
				A2919494		PUBLICATION OF PUBLIC NOTICES-9/2016	
					11-000793	1011.51.505.62025	93.50
				A2919641		PUBLICATION OF PUBLIC NOTICES-9/2016	
					11-000793	1011.51.505.62025	85.00
				A2942591		PUBLICATION OF PUBLIC NOTICES-11/2016	
					11-000793	1011.51.505.62025	98.60

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185821	12/6/2016	000138	DAILY JOURNAL CORPORATION	(Continued)			
				B2921702		PUBLICATION OF PUBLIC NOTICES-9/2016	
					11-000793	1011.51.505.62025	638.88
						Total :	**1,130.18**
185822	12/6/2016	000066	DAPEER, ROSENBLIT & LITVAK,LLP	11835		LEGAL SERVICES-10/2016	
					11-000777	1011.51.605.62001	1,065.52
						Total :	**1,065.52**
185823	12/6/2016	007474	DECKSIDE POOL SERVICE	10004672		POOL & FOUNTAIN MAINTENANCE-11/2016	
					06-006471	1011.45.415.63025	946.05
				163614		POOL & FOUNTAIN MAINTENANCE-11/2016	
					06-006471	1011.45.415.63025	301.32
						Total :	**1,247.37**
185824	12/6/2016	007243	DEPARTMENT OF PUBLIC WORKS,	16111004519		TRAFFIC SIGNAL MAINTENANCE-11/2016	
					06-006572	2051.45.430.62015	402.49
				16111004520		TRAFFIC SIGNAL MAINTENANCE-11/2016	
					06-006572	2051.45.430.62015	282.70
						Total :	**685.19**
185825	12/6/2016	003352	DEPT. OF JUSTICE CTRL SERVICES	196306		BACKGROUND CHECK-10/2016	
					05-001413	1011.35.335.62015	62.00
						Total :	**62.00**
185826	12/6/2016	002154	DHI CONSTRUCTION, INC	LV-1032		HOME REHAB LOAN AND GRANT-10/2016	
					11-000782	2961.51.865.67235	4,500.00
						Total :	**4,500.00**
185827	12/6/2016	006088	DIESEL MOBIL SERVICE	18090		FLEET & SPECIALTY EQUIPMENT REPAIRS-11/2016	
					06-006465	7011.45.420.63025	1,819.86
				18098		FLEET & SPECIALTY EQUIPMENT REPAIRS-10/2016	
					06-006465	7011.45.420.63025	195.00
				18106		FLEET & SPECIALTY EQUIPMENT REPAIRS-11/2016	
					06-006465	7011.45.420.63025	195.00
				18143		FLEET & SPECIALTY EQUIPMENT REPAIRS-11/2016	
					06-006465	7011.45.420.63025	605.57

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185827	12/6/2016	006088	006088 DIESEL MOBIL SERVICE	(Continued)		Total :	**2,815.43**
185828	12/6/2016	010112	EAST BAY TIRE CO.	1298938		KABOTA REPLACEMENT TIRES-10/2016	
					06-006552	7011.45.420.65045	203.20
						Total :	**203.20**
185829	12/6/2016	001898	EBS GENERAL ENGINEERING, INC.	R16079		CONSTRUCTION SERVICE-RETENTION-5%-11/2016	
						4011.20601	1,412.50
						Total :	**1,412.50**
185830	12/6/2016	002829	ELECNOR BELCO ELECTRIC, INC.	4		FERNWOOD & BULLIS SIGNAL IMPROV-11/2016	
					06-006319	4011.67.988.62015	13,980.00
					06-006319	4011.20601	-699.00
						Total :	**13,281.00**
185831	12/6/2016	010175	ENTIN, RICK	1621602-1		REFUNDABLE DEPOSIT	
						1011.26101	1,750.00
						Total :	**1,750.00**
185832	12/6/2016	002170	ERICKSON-HALL CONSTRUCTION	14		CONSTRUCTION-CITY HALL PROJECT-10/2016	
					06-006595	4011.67.011.62015	26,560.00
						Total :	**26,560.00**
185833	12/6/2016	010184	EVANS, KEVIN	004417		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	100.00
						Total :	**100.00**
185834	12/6/2016	000028	EXCEL PAVING COMPANY	1096-0673-1		WATER MAIN IMPROVEMENT PROJECT-9/2016	
					06-006615	4011.68.026.62015	23,700.00
				1096-0674-1		WATER MAIN IMPROVEMENT PROJECT-9/2016	
					06-006615	4011.68.026.62015	27,420.00
						Total :	**51,120.00**
185835	12/6/2016	003334	FED EX	5-534-16569		COURIER SERVICE-9/2016	
					02-001901	1011.30.270.64399	10.50
					02-001901	1011.30.275.64399	10.49
				5-577-99074		COURIER SERVICE-10/2016	
					12-000131	6051.65.290.64399	29.60

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185835	12/6/2016	003334	FED EX	(Continued)			
				5-593-41514		COURIER SERVICE-10/2016	
					02-001901	1011.30.270.64399	2.75
					02-001901	1011.30.275.64399	2.74
				5-600-43685		COURIER SERVICE10/2016	
					02-001901	1011.30.270.64399	18.52
					02-001901	1011.30.275.64399	18.51
				5-607-55784		COURIER SERVICE-11/2016	
					01-001149	1011.25.205.64399	48.74
						Total :	**141.85**
185836	12/6/2016	000003	FIRST CHOICE SERVICES	549464		COFFEE AND WATER SERVICES-11/2016	
					01-001144	1011.10.101.67950	34.30
					01-001144	1011.25.205.67950	34.30
						Total :	**68.60**
185837	12/6/2016	003335	FIRST LEGAL SUPPORT SERVICE	125182		COURIER SERVICE-9/2016	
					02-001937	1011.30.270.64399	107.09
						Total :	**107.09**
185838	12/6/2016	009082	FLOYD, LATASIA	009082112916		ZUMBA / CHOREOGRAPHY INSTRUCTOR-11/2016	
					08-003189	1011.60.715.62015	574.00
						Total :	**574.00**
185839	12/6/2016	001175	FS CONTRACTORS, INC.	2139		OUTDOOR FITNESS ZONE-RETENTION-11/2016	
						4011.20601	4,261.40
						Total :	**4,261.40**
185840	12/6/2016	006902	FULMORE, DENNIS	4326		BARTENDER SERVICE-11/2016	
					08-003192	1011.60.740.62064	200.00
						Total :	**200.00**
185841	12/6/2016	003983	GALLS QUARTERMASTER	006301363		UNIFORMS FOR OFFICERS-10/2016	
					11-000794	1011.51.515.60040	98.09
				006360162		UNIFORMS FOR OFFICERS-11/2016	
					11-000794	1011.51.515.60040	119.88
				006360163		UNIFORMS FOR OFFICERS-11/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185841	12/6/2016	003983	GALLS QUARTERMASTER	(Continued)			
					11-000794	1011.51.515.60040	119.88
						Total :	**337.85**
185842	12/6/2016	009599	GKK WORKS	17-1459		HAM PARK/CONSTRUCTION-10/2016	
					06-006030	4011.67.007.62015	18,730.00
						Total :	**18,730.00**
185843	12/6/2016	000593	GLADWELL GOVERNMENTAL SVCS,INC	3481		RECORDS MANAGEMENT-6/2016	
					03-000342	1011.15.105.62015	250.00
						Total :	**250.00**
185844	12/6/2016	006728	GLUMAC	106294		COMMISSIONING SERVICES FOR HAM PARK-10/2016	
					06-006436	4011.67.007.62015	160.00
						Total :	**160.00**
185845	12/6/2016	001352	GMC PEST CONTROL, INC.	11115109		PEST CONTROL-11/2016	
					06-006604	1011.45.415.64399	600.00
						Total :	**600.00**
185846	12/6/2016	010171	GONZALEZ, MARIA ELENA	004322		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	385.00
						Total :	**385.00**
185847	12/6/2016	001510	GRAINGER, INC.	9265241530		MATERIAL & SUPPILES-10/2016	
					06-006482	2051.45.430.65020	244.31
				9267575240		MATERIAL & SUPPILES-10/2016	
					06-006482	2051.45.430.65020	167.36
				9267821180		MATERIAL & SUPPILES-10/2016	
					06-006482	2051.45.430.65020	207.90
				9267889708		MATERIAL & SUPPLIES-11/2016	
					06-006520	6051.45.450.65020	284.88
				9267889716		MATERIAL & SUPPLIES-11/2016	
					06-006520	6051.45.450.65020	284.88
				9275972850		MATERIAL & SUPPLIES-11/2016	
					06-006520	6051.45.450.65020	72.38
				9280968612		MATERIAL & SUPPLIES-11/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185847	12/6/2016	001510	GRAINGER, INC.	(Continued)			
					06-006520	6051.45.450.65020	208.30
						Total :	1,470.01
185848	12/6/2016	000993	GRM INFORMATION MANAGEMENT	0312222		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	20.00
				0312223		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	0.22
				0312224		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	3.52
				0312225		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	30.75
				0312226		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	44.25
				0312227		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	52.35
				0312228		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	5.28
				0312229		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	38.30
				0312230		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	373.50
				0312231		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	110.50
				0312232		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	16.94
				0312233		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	142.90
				0312234		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	20.68
				0312235		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	145.10
				0312236		OFF-SITE RECORDS STORAGE-10/2016	
					01-001156	1011.25.205.62015	61.16
				0313881		CERTIFIED SHREDDING SERVICES-10/2016	
					02-001931	1011.30.275.62015	25.00
					02-001931	6051.30.315.62015	25.00

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185848	12/6/2016	000993	000993 GRM INFORMATION MANAGEMENT (Continued)			Total :	1,115.45
185849	12/6/2016	010104	GUILMETTE, ROBERT	010104103116		YOGA INSTRUCTOR BATEMAN HALL-10/2016	
					08-003234	1011.60.715.62015	99.20
						Total :	99.20
185850	12/6/2016	010168	HAMPTON, PORSHA	004405		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	100.00
						Total :	100.00
185851	12/6/2016	007566	HERNANDEZ, EDWIN	007566123116		ELECTRONIC/MEDIA-AUTO EXPENSES-12/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	500.00
185852	12/6/2016	003338	HILLYARD-LOS ANGELES	602292645		JANITORIAL & SANITARY SUPPLIES-10/2016	
					08-003238	1011.60.705.65020	590.95
				602296646		JANITORIAL & SANITARY SUPPLIES-10/2016	
					06-006521	1011.45.415.65020	434.00
				602308441		JANITORIAL & SANITARY SUPPLIES-11/2016	
					06-006521	2051.45.410.65020	497.37
				602308442		JANITORIAL & SANITARY SUPPLIES-11/2016	
					06-006521	2701.45.610.65020	457.80
				602320692		JANITORIAL & SANITARY SUPPLIES-11/2016	
					06-006521	2051.45.410.65020	431.21
						Total :	2,411.33
185853	12/6/2016	006130	HI-TECH COMPUTER RENTAL	114962		PROJECTOR SCREENS/STATE OF THE CITY11/2016	
					01-001189	1011.10.101.67214	512.02
						Total :	512.02
185854	12/6/2016	003315	HOME DEPOT CREDIT SERVICE	12395		MATERIAL & SUPPLIES-11/2016	
					06-006485	1011.45.415.65020	48.29
				2020102		MATERIAL & SUPPLIES-11/2016	
					06-006485	1011.45.415.65020	151.77
				2021657		MATERIAL & SUPPLIES-11/2016	
					06-006485	1011.45.415.65020	268.61
				2040770		MATERIAL & SUPPLIES-11/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185854	12/6/2016	003315 . HOME DEPOT CREDIT SERVICE	(Continued)			
				06-006485	2051.45.430.65020	50.89
			2070541		MATERIAL & SUPPLIES-11/2016	
				06-006485	6051.45.450.65020	242.93
			2151256		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	-46.80
			2582933		MATERIAL & SUPPLIES-11/2016	
				06-006485	2051.45.430.65020	88.04
			2591240		MATERIAL & SUPPLIES-11/2016	
				06-006485	2051.45.430.65020	293.06
			2592910		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	22.86
			31515		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	473.53
			31516		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	212.53
			4040797		MATERIAL & SUPPLIES-10/2016	
				06-006485	1011.45.415.65020	13.51
			5012103		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	31.35
			6021357		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	80.58
			6022142		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	96.57
			7582644		MATERIAL & SUPPLIES-11/2016	
				06-006485	2051.45.430.65020	328.64
			9012523		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	24.67
			9260019		MATERIAL & SUPPLIES-11/2016	
				06-006485	1011.45.415.65020	485.90
					Total :	**2,866.93**
185855	12/6/2016	000608 HUB INTERNATIONAL INS.SVCS,INC	000608103116		LIABILITY INSURANCE-10/2016	
				08-003204	1011.60.740.64001	2,347.61
					Total :	**2,347.61**
185856	12/6/2016	001681 HUMAN SERVICES ASSOCIATION	001681073116		CONGREGATE SENIOR MEAL SERVICES-7/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185856	12/6/2016	001681	HUMAN SERVICES ASSOCIATION	(Continued)			
					08-003262	1011.60.720.62015	38.75
				001681073116-A		CONGREGATE SENIOR MEAL SERVICES-7/2016	
					08-003180	1011.60.720.62015	1,610.00
				001681073116-B		HOME DELIVERED SENIOR MEAL SERVICES-7/2016	
					08-003180	1011.60.720.62015	981.25
						Total :	**2,630.00**
185857	12/6/2016	000676	IDEAL LIGHTING SUPPLY, INC.	108675		ELECTRICAL MATERIALS-7/2016	
					06-006486	2651.45.425.65020	441.45
				109453		ELECTRICAL MATERIALS-10/2016	
					06-006486	2651.45.425.65020	466.96
				109454		ELECTRICAL MATERIALS-10/2016	
					06-006486	1011.45.415.65020	466.96
				109474		ELECTRICAL MATERIALS-10/2016	
					06-006486	2651.45.425.65020	122.08
						Total :	**1,497.45**
185858	12/6/2016	005848	INFRASTRUCTURE ENGINEERS	21987		BUILDING INSPECTIONS/ PLAN CHECK SERVICE-10/2016	
					11-000818	1011.51.501.62015	2,484.66
					11-000818	1011.51.505.62015	2,484.66
						Total :	**4,969.32**
185859	12/6/2016	000844	J & G GRAPHICS	05282		WINDOW ENVELOPLES-10/2016	
					02-001938	1011.30.270.62025	435.35
				05283		PRINTING SERVICES-10/2016	
					02-001929	1052.30.315.62025	145.12
					02-001929	6051.30.315.62025	145.12
					02-001929	6401.30.315.62025	145.11
				05285		BUSINESS CARDS-10/2016	
					11-000819	1011.51.501.62025	90.00
						Total :	**960.70**
185860	12/6/2016	010183	JAIME, MARVIN	004326		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	360.00
						Total :	**360.00**

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185861	12/6/2016	009103	JHM SUPPLY, INC.	7088/3		LANDSCAPING & IRRIGATION SUPPLIES-10/2016	
					06-006487	2701.45.610.65020	468.18
				7292/3		LANDSCAPING & IRRIGATION SUPPLIES-11/2016	
					06-006487	2701.45.610.65020	265.15
				7321 /3		LANDSCAPING & IRRIGATION SUPPLIES-11/2016	
					06-006487	2701.45.610.65020	443.23
						Total :	**1,176.56**
185862	12/6/2016	005165	JIFFY LUBE	126649107		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006501	7011.45.420.63025	42.46
				126649118		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006501	7011.45.420.63025	60.69
						Total :	**103.15**
185863	12/6/2016	001269	JOHN L. HUNTER & ASSOCIATES	LYNMW0816		GROUNDWATER WELL MONITORING-8/2016	
					06-006618	4011.67.880.62015	1,718.75
				LYNMW0916		GROUNDWATER WELL MONITORING-9/2016	
					06-006618	4011.67.880.62015	11,402.68
						Total :	**13,121.43**
185864	12/6/2016	007735	JOHN M. CRUIKSHANK CONSULTANTS	000013953		DESIGN SERVICES-8/2016	
					06-005757	4011.67.912.62015	4,745.00
						Total :	**4,745.00**
185865	12/6/2016	000097	JONES LUMBER	69530		SUPPLIES FOR HALLOWEEN -10/2016 EVENT-10/2016	
					08-003255	1052.60.701.64020	97.90
						Total :	**97.90**
185866	12/6/2016	001301	JUAN ENCISO	3692		REFUND-LIVE SCAN	
						1011.35.330.64399	60.00
						Total :	**60.00**
185867	12/6/2016	003302	KODAMA PLANNING CONSULTANTS,	15		TOD PLANNING GRANT CONSULTING SVCS-10/2016	
					11-000806	2252.51.206.62015	18,884.51
						Total :	**18,884.51**
185868	12/6/2016	003331	L.A. COUNTY SHERIFF DEPT.	171178NH		SHERIFF SERVICE FOR RENTALS-9/2016	
					08-003239	1011.60.740.62016	3,612.52

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185868	12/6/2016	003331	L.A. COUNTY SHERIFF DEPT.	(Continued)			
				171327NH		GENERAL LAW ENFORCEMENT SERVICES-10/2016	
					01-001161	1011.40.215.62015	816,653.86
				171328NH		LAW ENFORCEMENT-10/2016	
					01-001162	2501.40.225.62015	16,228.45
				171649JK		PRISONER MAINTENANCE-10/2016	
					01-001163	1011.40.215.64399	555.86
						Total :	**837,050.69**
185869	12/6/2016	009236	LEAK, DEITRA	4362		BARTENDER SERVICE-11/2016	
					08-003197	1011.60.740.62064	200.00
						Total :	**200.00**
185870	12/6/2016	008480	LOPEZ AUTO SERVICE & TIRES INC	19196		FLEET REPAIRS & MAINTENANCE-10/2016	
					06-006467	7011.45.420.63025	402.80
				19246		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006467	7011.45.420.63025	254.00
				19262		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006467	7011.45.420.63025	297.50
				24010		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006467	7011.45.420.63025	65.00
				24041		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006467	7011.45.420.63025	187.00
				24065		FLEET REPAIRS & MAINTENANCE-10/2016	
					06-006467	7011.45.420.63025	189.50
						Total :	**1,395.80**
185871	12/6/2016	007606	LOPEZ, JUAN	20161031		DJ FOR HALLOWEEN FESTIVAL 2016-10/2016	
					08-003257	1052.60.701.64020	300.00
						Total :	**300.00**
185872	12/6/2016	003313	LOS ANGELES METROPOLITAN	800063642		MTA BUS PASS SUBSIDY-3/15/2016-4/14/2016	
					06-006578	2401.45.435.67220	84.00
						Total :	**84.00**
185873	12/6/2016	001936	MAIN STREET SIGNS	23770		STREET SIGN SUPPLIES-11/2016	
					06-006526	2051.45.410.65020	490.20

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185873	12/6/2016	001936	001936 MAIN STREET SIGNS	(Continued)		Total :	490.20
185874	12/6/2016	002761	MARCO POWER EQUIPMENT	2020374		MATERIALS & SUPPLIES-11/2016	
					06-006488	2051.45.410.65020	87.90
					06-006488	2701.45.610.65020	173.43
				2020381		EQUIPMENT TUNE UP AND	
					06-006503	2701.45.610.63025	100.06
						Total :	361.39
185875	12/6/2016	010185	MARTINEZ, MARILU	004362		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	185.00
						Total :	185.00
185876	12/6/2016	000128	MARX BROS FIRE EXTINGUISHER	0107641		TESTING OF FIRE EXTINGUISHERS-10/2016	
					06-006605	1011.45.415.64399	442.13
						Total :	442.13
185877	12/6/2016	010172	MCDANIEL, BERTIAL	004444		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	100.00
						Total :	100.00
185878	12/6/2016	010186	MCDONALD, TIMOTHY	000464		REFUND-BATEMAN HALL RENTAL	
						1011.60.33210	55.00
						Total :	55.00
185879	12/6/2016	006731	MORALES, AURELIO	631		FREEZER & REFRIGERATOR MAINTANENCE-7/2016	
					08-003263	1011.60.740.63025	360.00
				632		REPAIR TO KICHEN	
					08-003264	1011.60.740.63025	460.00
						Total :	820.00
185880	12/6/2016	004170	MV TRANSPORTATION, INC	71788		TRANSPORTATION TRANSIT SYSTEM-10/2016	
					06-006504	2401.45.435.62015	56,918.09
						Total :	56,918.09
185881	12/6/2016	008574	NABB CONSTRUCTION, INC.	12207_1		HUD ACT#948-HOME REHAB GRANT/LOAN-11/2016	
					11-000835	2961.51.865.67240	10,000.00
					11-000835	2961.51.865.67235	3,221.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185881	12/6/2016	008574	NABB CONSTRUCTION, INC.	(Continued)			
				12207_2		HUD ACT#948-HOME REHAB GRANT/LOAN-11/2016	
					11-000835	2961.51.865.67235	1,469.00
						Total :	**14,690.00**
185882	12/6/2016	000475	NATIONWIDE ENVIRONMENTAL SVCS.	27947		CATCHBASIN CLEANING-10/2016	
					06-006560	6401.45.457.62015	10,829.00
				27991		STREET SWEEPING SERVICES-11/2016	
					06-006561	1011.45.457.62015	37,315.89
				27992		SIDEWALK CLEANING SERVICES-11/2016	
					11-000778	3381.51.750.62015	2,300.14
						Total :	**50,445.03**
185883	12/6/2016	010155	NETTLES & ASSOCIATES, INC.	1671		WEBSITE MIGRATION-10/2016	
					12-000132	1011.65.250.64399	206.25
						Total :	**206.25**
185884	12/6/2016	005562	ORKIN PEST CONTROL	144690635		SENIOR CENTER PEST CONTROL SERVICE-11/2016	
					08-003182	1011.60.720.64399	134.64
				144690636		PEST CONTROL SERVICE/ BATEMAN HALL-11/2016	
					08-003185	1011.60.740.64399	142.10
						Total :	**276.74**
185885	12/6/2016	001425	PACIFIC COAST BOLT	2023783		MATERIAL AND SUPPLIES FOR FIRE HYDRANTS-10/2016	
					06-006529	6051.45.450.65020	54.50
						Total :	**54.50**
185886	12/6/2016	000060	PACIFIC LIGHTING & STANDARD CO	6910		LIGHTING SUPPLIES-10/2016	
					06-006620	2651.45.425.65020	392.40
				6911		LIGHTING SUPPLIES-10/2016	
					06-006620	2651.45.425.65020	392.40
						Total :	**784.80**
185887	12/6/2016	010166	PEREZ, DANIEL	004416		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	100.00
						Total :	**100.00**
185888	12/6/2016	010180	PEREZ, ERENDIDA	000465		REFUND-BATEMAN HALL RENTAL	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185888	12/6/2016	010180	PEREZ, ERENDIDA	(Continued)			
						1011.60.33210	50.00
						Total :	**50.00**
185889	12/6/2016	008307	PHOENIX GROUP INFORMATION SYS	052016204		PARKING & ADMIN CITATION SVCS-5/2016	
					11-000821	1011.51.515.62015	4,522.54
				062016204		PARKING & ADMIN CITATION SVCS-6/2016	
					11-000821	1011.51.515.62015	3,868.17
						Total :	**8,390.71**
185890	12/6/2016	004994	PITNEY BOWES, INC.	1001557063		POSTAGE METER-9/2016-11/2016	
					05-001429	1011.35.330.63030	401.28
						Total :	**401.28**
185891	12/6/2016	005588	PLUMBERS DEPOT, INC	PD-32657		TO REPAIR SEWER TRUCK-9/2016	
					06-006564	6401.45.460.63025	587.87
						Total :	**587.87**
185892	12/6/2016	001313	QUINONEZ, MARIA	001313113016		ELECTRONIC/MEDIA-AUTO EXPENSES-11/2016	
						1011.15.105.60025	250.00
						1011.15.105.60030	250.00
						Total :	**500.00**
185893	12/6/2016	007435	READY REFRESH	06K0031568967		WATER & COOLER RENTAL-11/2016	
					02-001904	1011.30.270.67950	10.56
					02-001904	1011.30.275.67950	10.56
					02-001904	1052.30.315.67950	10.56
					02-001904	6051.30.315.67950	10.56
					02-001904	6401.30.315.67950	10.52
						Total :	**52.76**
185894	12/6/2016	010179	REESE, LATRESE	000467		REFUND-BATEMAN HALL RENTAL	
						1011.60.33210	100.00
						Total :	**100.00**
185895	12/6/2016	005067	ROADLINE	12821		SUPPLIES FOR GRAFFITI REMOVAL-10/2016	
					06-006567	2051.45.410.65020	381.50
				12840		SUPPLIES FOR GRAFFITI REMOVAL-10/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185895	12/6/2016	005067	ROADLINE	(Continued)			
					06-006567	2051.45.410.65020	427.28
				12887		SUPPLIES FOR GRAFFITI REMOVAL-10/2016	
					06-006567	2051.45.410.65020	485.05
				12889		SUPPLIES FOR GRAFFITI REMOVAL-11/2016	
					06-006567	2051.45.410.65020	461.00
				12890		SUPPLIES FOR GRAFFITI REMOVAL-11/2016	
					06-006567	2051.45.410.65020	261.60
				12916		SUPPLIES FOR GRAFFITI REMOVAL-11/2016	
					06-006567	2051.45.410.65020	479.60
						Total :	**2,496.03**
185896	12/6/2016	003622	ROSENOW,SPEVACEK GROUP INC	I001932		PLAZA MEXICO NEGOTIATIONS-10/2016	
					01-001186	1011.25.205.62015	1,620.00
				I001951		NORTHGATE PROJECT NEGOTIATIONS-10/2016	
					11-000807	1011.26104	2,641.25
						Total :	**4,261.25**
185897	12/6/2016	008036	RUBIO'S TIRE SHOP	1461		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006468	7011.45.420.63025	50.00
				1465		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006468	7011.45.420.63025	60.00
					06-006468	7011.45.420.65045	163.50
				1466		FLEET REPAIRS & MAINTENANCE-11/2016	
					06-006468	7011.45.420.63025	160.00
					06-006468	7011.45.420.65045	174.40
						Total :	**607.90**
185898	12/6/2016	000519	S&S WORLDWIDE	9368211		SUPPLIES FOR AFTER SCHOOL PROGRAM-11/201	
					08-003229	1011.60.710.65020	29.41
						Total :	**29.41**
185899	12/6/2016	007205	SANCHEZ AWARDS	907		PLAQUES/MAYOR'S STATE OF THE CITY-11/2016	
					01-001192	1011.10.101.67214	272.50
				908		GIVEAWAYS MUGS FOR STATE OF THE CITY-11/2016	
					01-001191	1011.10.101.67214	1,085.64
				909		PLAQUE AND ENGRAVING SERVICES-11/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185899	12/6/2016	007205	SANCHEZ AWARDS	(Continued)			
					01-001145	1011.25.205.64399	28.34
						Total :	**1,386.48**
185900	12/6/2016	010167	SANCHEZ, ROSALIA	1628003-1		REFUND-CANCELLED BATEMAN	
						1011.60.33215	400.00
						Total :	**400.00**
185901	12/6/2016	006296	SANDERS, OPHELIA	004447		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	100.00
						Total :	**100.00**
185902	12/6/2016	000779	SANTILLAN-BEAS, MARIA	000779123116		ELECTRONIC/MEDIA-AUTO EXPENSES-12/2016	
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
185903	12/6/2016	006215	SELBOR BUILDERS, INC.	3-C		HUD ACT#945-HOME REHAB GRAN/LOAN-11/2016	
					11-000814	2961.51.865.67235	4,500.00
						Total :	**4,500.00**
185904	12/6/2016	002277	SHOPPING CENTERS, INTERNATIONAL	1175313-013116		MEMBERSHIP DUE-E.HERNANDEZ	
						1011.10.101.65040	16.67
				1212042-013118		MEMBERSHIP DUE-M.SANTILLAN	
						1011.10.101.65040	33.33
				1582320-013118		MEMBERSHIP DUE-J.SOLACHE	
						1011.10.101.65040	16.67
						Total :	**66.67**
185905	12/6/2016	001742	SIMMONS, JASON	001742103116		INSANITY LIVE EXERCISE CLASS-10/2016	
					08-003220	1011.60.740.62015	9.25
						Total :	**9.25**
185906	12/6/2016	010169	SOL PRICE SCHOOL OF PUBLIC,	3007		REGI-S.ALATORRE	
						1011.10.101.64015	275.00
						Total :	**275.00**
185907	12/6/2016	008668	SOLACHE, JOSE LUIS	008668123116		ELECTRONIC/MEDIA-AUTO EXPENSES-12/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185907	12/6/2016	008668	SOLACHE, JOSE LUIS	(Continued)			
						1011.10.101.60025	250.00
						1011.10.101.60030	250.00
						Total :	**500.00**
185908	12/6/2016	000312	SPARKLETTS	14624693102816		WATER SERVICE & SUPPLIES-10/2016	
					11-000800	1011.51.501.65999	23.82
					11-000800	1011.51.505.65999	23.82
					11-000800	1011.51.605.65999	23.82
				14855810111216		WATER SERVICES-10/17/2016-11/10/2016	
					11-000808	1011.51.515.64399	57.52
						Total :	**128.98**
185909	12/6/2016	008956	SPCALA	2016-1031		ANIMAL SHELTER SERVICES-10/2016	
					11-000779	1011.51.445.62015	8,534.00
						Total :	**8,534.00**
185910	12/6/2016	000089	STAPLES OFFICE WAREHOUSE	3318429451		OFFICE SUPPLIES-10/2016	
					06-006490	1011.45.415.65020	495.87
				3320300707		OFFICE SUPPLIES-11/2016	
					06-006490	1011.45.415.65020	318.27
				8040890079		OFFICE SUPPLIES-9/2016	
					03-000338	1011.15.105.65015	57.20
						Total :	**871.34**
185911	12/6/2016	000383	STATE CONTROLLER'S OFFICE	52514		STATE CONTROLLER'S 2015	
					11-000836	1011.51.515.64399	1,130.83
						Total :	**1,130.83**
185912	12/6/2016	009040	STOTZ EQUIPMENT	P67046		OPERATING SUPPLIES-10/2016	
					06-006623	2701.45.610.65020	200.00
				P67046-A		OPERATING SUPPLIES-10/2016	
					06-006636	2701.45.610.65020	5.39
						Total :	**205.39**
185913	12/6/2016	008890	TAFOYA AND GARCIA, LLP	2016.0602		LEGAL FEES-6/2016	
					02-001934	1011.30.265.62007	577.50

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185913	12/6/2016	008890	TAFOYA AND GARCIA, LLP	(Continued)			
				2016.0603		LEGAL FEES-6/2016	
					02-001934	1011.30.265.62003	17,622.50
				2016.0606		LEGAL FEES-6/2016	
					02-001934	1011.30.265.62009	3,482.50
				2016.0607		LEGAL FEES-6/2016	
					02-001934	1011.30.265.62011	5,530.00
				2016.0608		LEGAL FEES-6/2016	
					02-001934	1011.30.265.62008	1,190.00
						Total :	**28,402.50**
185914	12/6/2016	002938	TAJ OFFICE SUPPLY	0037365-001		OFFICE SUPPLIES-11/2016	
					01-001154	1011.25.205.65020	21.75
				0037379-001		OFFICE SUPPLIES-11/2016	
					01-001154	1011.25.205.65020	390.34
				0037414-001		OFFICE SERVICES-11/2016	
					01-001154	1011.25.205.65015	21.79
						Total :	**433.88**
185915	12/6/2016	010007	TAYLOR, DONNETTA	000186		REFUND-BATEMAN HALL RENTAL	
						1011.60.33215	323.00
						Total :	**323.00**
185916	12/6/2016	001211	THE BANK OF NEW YORK MELLON	252-1983046		ADMINISTRATIVE FEES-8/2016-10/2016	
					10-000155	1011.20.110.62015	550.00
						Total :	**550.00**
185917	12/6/2016	006066	THE SHERWIN WILLIAMS CO.	1649-5		PAINT FOR GRAFFITI REMOVAL-11/2016	
					06-006532	1011.45.615.65020	479.16
				1671-9		PAINT FOR GRAFFITI REMOVAL-11/2016	
					06-006532	1011.45.615.65020	479.15
				1750-1		PAINT FOR GRAFFITI REMOVAL-11/2016	
					06-006532	1011.45.615.65020	510.78
				1988-7		PAINT FOR GRAFFITI REMOVAL-11/2016	
					06-006532	1011.45.615.65020	479.16
				9293-2		PAINT FOR GRAFFITI REMOVAL-11/2016	
					06-006532	1011.45.615.65020	479.15

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185917	12/6/2016	006066	006066 THE SHERWIN WILLIAMS CO.	(Continued)		Total :	**2,427.40**
185918	12/6/2016	006068	TRIMMING LAND COMPANY, INC.	3509		TREE TRIMMING AND LANSCAPING SERVICES-11/2016	
					06-006637	2701.45.620.62015	775.00
				3515		TREE TRIMMING AND LANSCAPING SERVICES-11/2016	
					06-006637	2701.45.620.62015	527.00
				3550		TREE TRIMMING AND LANSCAPING SERVICES-11/2016	
					06-006637	2701.45.620.62015	1,937.50
						Total :	**3,239.50**
185919	12/6/2016	010066	TRI-WEST MECHANICAL, INC.	TWM8244		HVAC MAINTENANCE/REPAIR SERVICES-10/2016	
					06-006597	1011.45.415.63025	263.75
						Total :	**263.75**
185920	12/6/2016	001329	U.S. BANK	4420146		ADMINSTRATION FEES LEASE REV BOND 2003 A-12/2016	
					02-001940	9011.30.301.64399	2,750.00
						Total :	**2,750.00**
185921	12/6/2016	000166	UNDERGROUND SERVICE ALERT/SC	1020160411		UNDERGROUND SERVICE ALERTS-11/2016	
					06-006491	6051.45.450.64399	118.50
						Total :	**118.50**
185922	12/6/2016	009742	UNIFIRST CORPORATION	3241807458		UNIFORM SERVICE-7/2016	
					06-006492	2051.45.430.60040	12.72
				3241807459		UNIFORM SERVICE-7/2016	
					06-006492	6051.45.450.60040	25.58
				3241807460		UNIFORM SERVICE-7/2016	
					06-006492	1011.45.415.60040	27.56
				3241807461		UNIFORM SERVICE-7/2016	
					06-006492	2701.45.610.60040	43.54
				3241807462		UNIFORM SERVICE-7/2016	
					06-006492	2051.45.410.60040	32.24
				3241807463		UNIFORM SERVICE-7/2016	
					06-006492	1011.45.415.64399	37.70
				3241851762		UNIFORM SERVICE-10/2016	
					06-006492	2051.45.430.60040	9.14
				3241851763		UNIFORM SERVICE-10/2016	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185922	12/6/2016	009742	UNIFIRST CORPORATION	(Continued)			
					06-006492	6051.45.450.60040	28.65
				3241851764		UNIFORM SERVICE-10/2016	
					06-006492	1011.45.415.60040	30.46
				3241851765		UNIFORM SERVICE-10/2016	
					06-006492	2701.45.610.60040	48.63
				3241851766		UNIFORM SERVICE-10/2016	
					06-006492	2051.45.410.60040	36.80
				3241851767		UNIFORM SERVICE-10/2016	
					06-006492	1011.45.415.64399	41.82
				3241854418		UNIFORM SERVICE-11/2016	
					06-006492	2051.45.430.60040	9.14
				3241854419		UNIFORM SERVICE-11/2016	
					06-006492	6051.45.450.60040	28.65
				3241854420		UNIFORM SERVICE-11/2016	
					06-006492	1011.45.415.60040	30.46
				3241854421		UNIFORM SERVICE-11/2016	
					06-006492	2701.45.610.60040	48.63
				3241854422		UNIFORM SERVICE-11/2016	
					06-006492	2051.45.410.60040	36.80
				3241854423		UNIFORM SERVICE-11/2016	
					06-006492	1011.45.415.64399	41.82
						Total :	**570.34**
185923	12/6/2016	005357	URBAN ASSOCIATES, INC.	200.06A		INTERIM DIRECTOR & HOUSING SVCS-101/2016	
					11-000787	1011.51.501.62015	6,750.00
					11-000787	1011.51.505.62015	6,750.00
					11-000787	1011.51.605.62015	6,750.00
				200.06B		INTERIM DIRECTOR & HOUSING SVCS-10/2016	
					11-000787	2941.51.286.62015	568.75
					11-000787	2961.51.865.62015	422.50
						Total :	**21,241.25**
185924	12/6/2016	001131	WALKER, BERTHA A.	001131103116		COM. CTR ZUMBA CLASS INSTRUCTOR-10/2016	
					08-003190	1011.60.705.62015	104.44
						Total :	**104.44**

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185925	12/6/2016	010176	WALKER, JIM C.	001		TEMPORARY ACCOUNTING SVCS-11/14/2016-12/1/2016	
					02-001942	1011.30.270.62015	864.50
					02-001942	1011.30.275.62015	864.50
					02-001942	1052.30.315.62015	864.50
					02-001942	6051.30.315.62015	864.50
					02-001942	6401.30.315.62015	864.50
						Total :	**4,322.50**
185926	12/6/2016	002912	WATERLINE TECHNOLOGIES,INC	5357711		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	328.47
				5357712		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	312.45
				5357713		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	256.37
				5357714		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	192.28
				5357921		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	136.20
				5358309		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	168.24
				5358310		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	264.38
				5358313		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	176.25
				5358315		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	208.30
				5358468		SODIUM HYPOCHLORINE SOLUTION-11/2016	
					06-006495	6051.45.450.65020	161.83
						Total :	**2,204.77**
185927	12/6/2016	000477	WEBSTER'S BEE REMOVAL SERVICES	9057		REMOVE AND EXTRACT BEEHIVES-8/2016	
					06-006493	2701.45.610.64399	175.00
						Total :	**175.00**
185928	12/6/2016	000601	WESTERLY METER SERVICE CO.	15139		REPAIR AND TEST LARGE SIZE WATER METER-11/2016	
					06-006598	6051.45.450.63025	400.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185928	12/6/2016	000601	000601 WESTERLY METER SERVICE CO. (Continued)			Total :	400.00
185929	12/6/2016	004157	YOUNGER, BILLY	004157110816		PLANNING COMMISSIONER STIPEND-11/2016	
					11-000786	1011.51.505.60999	50.00
						Total :	50.00
185930	12/6/2016	000184	ZUMAR INDUSTRIES, INC.	0167599		MATERIALS AND SUPPLIES-11/2016	
					06-006535	2051.45.410.65020	456.88
				0167600		MATERIALS AND SUPPLIES-11/2016	
					06-006535	2051.45.410.65020	483.08
				0167601		MATERIALS AND SUPPLIES-11/2016	
					06-006535	2051.45.410.65020	181.39
				0167602		MATERIALS AND SUPPLIES-11/2016	
					06-006535	2051.45.410.65020	377.29
				0167603		MATERIALS AND SUPPLIES-11/2016	
					06-006535	2051.45.410.65020	115.39
						Total :	1,614.03

145 Vouchers for bank code : apbank **Bank total : 1,402,895.60**

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

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

SUBJECT: Resolution Reciting the Facts and Declaring the Results of the November 8, 2016 Consolidated Special Municipal Election.

Recommendation:

Staff respectfully recommends:

1.) That the Lynwood City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2016, DECLARING THE RESULT AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW; and

2.) That the Lynwood City Council receive and file Exhibit "A", Certificate of Canvass and Statement of Votes Cast (semi official canvass included) for Measure PS (Lynwood Public Safety and Vital City Services Protection Measure) and Measure RD (City of Lynwood Budget Stabilization ("Rainy Day") Fund), provided by the Los Angeles County Registrar-Recorder/County Clerk; and

3.) That the Lynwood City Council formally adopts and ratifies Ordinance No. _____, entitled, "AN ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION; AND

4.) That the Lynwood City Council formally adopts and ratifies Ordinance No. _____, entitled, "AN ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A BUDGET STABILIZATION ("RAINY DAY") FUND

AGENDA ITEM 11

Background:

At the regular City Council meeting held on July 19, 2016, the City Council adopted Resolution No. 2016.162 calling for the holding of a Special Municipal Election to be held on Tuesday, November 8, 2016 in the City of Lynwood and Resolution No. 2016.163 requesting the Board of Supervisors of the County of Los Angeles to consolidate the November 8, 2016 Special Municipal Election.

A Consolidated Special Municipal Election was held in the City of Lynwood on Tuesday, November 8, 2016. California Elections Code Section 10263 states that upon completion of the canvass of results by the County, prior to the installation of new officers, the City Council shall adopt a resolution reciting the facts of the election.

Discussion & Analysis:

As a result of said election, the Los Angeles County Registrar-Recorder/County Clerk, has canvassed the returns and certified the results as reflected in the attached Resolution. Attached to the resolution is Exhibit "A", which is the Certificate of Canvass of the Election Results (semi official canvass included), providing details with respect to the number of votes cast by precinct, total votes received by the two measures, and total ballots cast in the election.

Fiscal Impact:

The Los Angeles County Registrar-Recorder/County Clerk estimated the election cost to be $36,000 based on estimated voter registration totaling 25,681 registered voters. This cost was included in the City Clerk's 2016-2017 proposed budget. There is no other fiscal impact associated with the aforementioned recommendation.

Coordinated With:

City Attorney's Office

Attachments:

- Resolution Certifying the Election
- Exhibit "A" Semi Official Canvass Statement (official canvass not available at time of agenda printing)
- Los Angeles County Registrar-Recorder Certificate of Election

RESOLUTION NO. 2016._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2016, DECLARING THE RESULT AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW

WHEREAS, a Consolidated Special Municipal Election was held and conducted in the City of Lynwood, California, on Tuesday, November 8, 2016, as required by law; and

WHEREAS, notice of the Special Election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of election and has certified the results to this City Council, the results are received, attached and made a part hereof as "**Exhibit A**".

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

Section 1. That the whole number of ballots cast in the City was 16,451; and

Section 2. That the titles of the measures voted for at the election were as follows:

MEASURE PS:

Lynwood Public Safety and Vital City Services Protection Measure	
To protect and maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, shall the City of Lynwood establish a one cent sales tax, requiring independent annual financial audits, citizen's oversight and public review of expenditures, with all funds remaining in Lynwood with said tax expiring after 10 years?	**YES** **NO**

MEASURE RD:

City Of Lynwood Budget Stabilization ("Rainy Day") Fund. To help maintain vital city services including emergency response, neighborhood police patrols, sheriff's deputies and gang detectives, gang, drug and youth violence prevention programs, fire protection, street and pothole repair and parks and recreation programs; and other essential general services, during economic recessions that cause temporary budget shortfalls, shall the City of Lynwood establish a budget stabilization ("rainy day") fund as part of the General Fund to provide short-term funding for such general services into which ten percent of any new general tax revenues shall be deposited and spent only to balance the budget in cases of City fiscal hardship as declared by 4/5 of the City Council.	**YES** **NO**

Section 3. That the number of votes given at each precinct and the number of votes given in the City to each of the measures above named were as listed in **Exhibit "A"** attached.

Section 4. The City Council does declare and determine that:

a. Measure PS – "Lynwood Safety and Vital City Services Protection Measure" was approved by 11,038 "yes" votes or 75.18 %; and

b. Measure RD – "City of Lynwood Budget Stabilization ("Rainy Day") Fund" Measure was approved by 9,515 "yes" votes or 66.97%.

Section 5 The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; and (2) The total number of votes given to each presented measure.

Section 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

_____
Mayor,

ATTEST:

_____
Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

_____
David A. Garcia, City Attorney

APPROVED AS TO CONTENT:

_____
Alma K. Martinez, City Manager

[THIS SPACE INTENTIONALLY LEFT BLANK]

STATE OF CALIFORNIA)
) **SS.**
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the **6th** day of **December, 2016.**

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Maria Quiñonez, City Clerk

STATE OF CALIFORNIA)
) **SS.**
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. **2016.**____ on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this **6th** day of **December, 2016.**

_____
Maria Quiñonez, City Clerk

PROPOSED ORDINANCE NO. _____
ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LYNWOOD AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE

Chapter 6 of the City of Lynwood Municipal Code is hereby amended to add a new section 6-2.9 and shall read as follows:

CHAPTER 6-2.9
TRANSACTIONS AND USE TAX

a. Title.
This ordinance shall be known as the City of Lynwood Transactions and Use Tax Ordinance. The City of Lynwood hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

b. Operative Date.
"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

c. Purpose.
This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

1. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance, which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
2. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
3. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as

practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

4. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

d. Contract with State.

Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

e. Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.0% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance. The rate shall remain at one percent (1.0%) for the term of the tax.

f. Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

g. Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1.0% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made. The rate shall remain at one percent (1.0%) for the term of the tax.

h. Adoption of Provisions of State Law.
Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

i. Limitations on Adoption of State Law and Collection of Use Taxes.
In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

1. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:
   (a) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Equalization, State Treasury, or the Constitution of the State of California;

   (b) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

   (c) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
      (1) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
      (2) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

   (d) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

2. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

j. Permit Not Required.
If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

k. Exemptions and Exclusions.

1. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

2. There are exempted from the computation of the amount of transactions tax the gross receipts from:

(a) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(b) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(1) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(2) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(c) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

(d) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the leaser is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

(e) For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

3. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property.

(a) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(b) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in

the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(c) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

(d) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

(e) For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(f) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(g) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

4. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

I. Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to

affect the rate of tax imposed by this ordinance.

m. Enjoining Collection Forbidden.
No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

n. Citizens Oversight Committee.
There shall be a five-person committee of members of the public to review and report on the revenue and expenditure of funds from the tax adopted by this Chapter. Prior to the operative date, the City Council shall adopt a resolution establishing the composition of the committee and defining the scope of its responsibilities. Also prior to the operative date, the City Council shall appoint at least a quorum of the members of the committee; the City Council shall complete the appointment of members of the committee by the end of fiscal year 2016.

o. Superseding Ordinance.
Notwithstanding any other provision of the Lynwood Municipal Code, this Ordinance enacting a 1.0% Transaction (Sales) and Use tax shall supersede any other conflicting Code provisions and shall be the only City imposed Transaction and Use tax.

p. Expiration of Tax.
The authority to levy the tax imposed by this Ordinance shall be for a term of ten (10) years. The tax imposed by this Ordinance shall automatically be terminated, without further action by the City Council, or the electors of the city, ten (10) years after the Operative Date. After the termination date, the tax imposed by this chapter can only be continued or reestablished by a majority vote of City votes pursuant to California Proposition 218.

SECTION 2. ENVIRONMENTAL COMPLIANCE.
The findings for this ordinance in compliance with the California Environmental Quality Act ("CEQA") are the same as those set forth in the City's Resolution calling for an election on this Ordinance. The CEQA findings in that Resolution are incorporated herein by reference.

SECTION 3. SEVERABILITY.
If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Lynwood hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

SECTION 4. EFFECTIVE DATE.
This ordinance relates to the levying and collecting of a City transactions and use tax and shall take effect immediately.

INTRODUCED on this 19th day of July, 2016, and passed to print and approved by the following called vote:

Members of the Council:

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

APPROVED by the following vote of the People of the City of Lynwood on November 8, 2016:

YES: 11,038
NO: 3,644

ADOPTED by Declaration of the vote at the November 8, 2016 election.

AYES:
NOES:
ABSENT:
ABSTAIN:

PROPOSED ORDINANCE NO. ____
ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A BUDGET STABILIZATION ("RAINY DAY") FUND

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LYNWOOD AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE

Chapter 6 of the City of Lynwood Municipal Code is hereby amended to add a new section 6-2.10 and shall read as follows:

CHAPTER 6-2.10

a. Title.
This ordinance shall be known as the City of Lynwood "Budget Stabilization Fund" Ordinance, which shall be either a subfund within the City's General Fund or in a separate fund (the "Budget Stabilization Fund"). The City of Lynwood hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

b. Operative Date.
"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of the 2016 Transactions and Use Tax ordinance.

c. Purpose.

The Budget Stabilization Fund shall be used to fund general City operations and activities that would otherwise be reduced in scope due to shortfalls in General Fund structural revenues. For purposes of this Subsection, the phrase "General Fund" revenues means on-going revenues which are available to fund on-going General Fund operations.

d. Transfers into and from the Budget Stabilization Fund.

1. Automatic Deposit of New General Tax Revenues into the Budget Stabilization Fund. The Budget Stabilization Fund shall be funded by an automatic deposit/transfer of one percent (10%) of general tax revenues generated each year by the 2016 Transactions and Use Tax ordinance, commencing with Fiscal Year 2017. For purposes of this subsection, the phrase "new general tax revenues" means all revenues generated from the revenues from the Transactions and Use Tax which was submitted to the voters concurrently with this ordinance.

2. Discretionary Deposits into Budget Stabilization Fund not Prohibited.

Nothing in this Chapter shall prohibit the City Council, as part of the budgeting process, from contributing additional revenues to the Budget Stabilization Fund, as determined in the City Council's sound legislative discretion.

3. Expenditures from the Budget Stabilization Fund. The City Council may expend funds available from the Budget Stabilization Fund in any single fiscal year if the City Council declares a fiscal hardship by a 4/5 vote, requiring the use of such resources to maintain current levels of City services and programs. For purposes of this section, a "fiscal hardship" may be deemed to occur whenever the City Manager, in the proposed budget for a fiscal year, projects a level of General Fund structural revenues that will result in a two percent (2%) or greater reduction in funding for general City services, as compared to the base budget that would be needed to maintain existing services. For purposes of this subsection, the phrase "base budget" means the projected on-going costs needed to maintain the same level of General Fund operations as the prior fiscal year's budget.

4. Maximum balance for Budget Stabilization Fund. At no time shall the balance of the Budget Stabilization Fund exceed five percent (10%) of the City's General Fund structural revenues forecast in the adopted budget for the subsequent fiscal year. Automatic transfers of revenues into the Budget Stabilization Fund as required by Subsection 1 shall be made only to the extent that the Fund balance does not exceed the ten percent (10%) threshold, as calculated above, and any automatic transfer that would result in such an excess balance shall be suspended.

SECTION 2. APPROVAL OF VOTERS

Transactions and Use Tax Measure Contingency. Pursuant to California Elections Code Section 9217, this ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of City voting at the Election of November 8, 2016. Notwithstanding the above, this ordinance shall only become effective if the City's Transactions and Use Tax Measure, which is on the ballot for the same Election, is also approved by the eligible voters of the City.

SECTION 3. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council of the City of Lynwood hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

SECTION 4. ENVIRONMENTAL COMPLIANCE

The findings for this ordinance in compliance with the California Environmental Quality

Act ("CEQA") are the same as those set forth in the City's Resolution calling for an election on this Ordinance. The CEQA findings in that Resolution are incorporated herein by reference.

INTRODUCED on this 19th day of July, 2016, and passed to print and approved by the following called vote:

Members of the Council:

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

APPROVED by the following vote of the People of the City of Lynwood on November 8, 2016:

YES: 9,515

NO: 4,692

ADOPTED by Declaration of the vote at the November 8, 2016 election.

AYES:
NOES:
ABSENT:
ABSTAIN:

EXHIBIT "A"

SEMIFINAL OFFICIAL CANVASS ELECTION RETURNS - NOVEMBER 08, 2016 2016 GENERAL ELECTION

LAWNDALE SCHOOL DISTRICT - L
SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 55% OF VOTES CAST

YES.....	9,225	73.51
NO.....	3,324	26.49
***TOTAL BALLOTS CAST	14,423	
***PCTS 0022 RPTG	22	

LENNOX SCHOOL DISTRICT - Q
SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 2/3 OF VOTES CAST

YES.....	4,218	83.61
NO.....	827	16.39
***TOTAL BALLOTS CAST	5,703	
***PCTS 0011 RPTG	11	

LOCAL PUBLIC SCHOOLS FUNDING
AUTHORITY - LP
SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 55% OF VOTES CAST

YES.....	28,057	80.55
NO.....	6,776	19.45
***TOTAL BALLOTS CAST	39,656	
***PCTS 0063 RPTG	63	

LONG BEACH CITY - MA
MARIJUANA BUSINESS TAXATION
VOTES REQUIRED: MAJORITY OF VOTES CAST

YES.....	102,177	68.28
NO.....	47,476	31.72
***TOTAL BALLOTS CAST	167,495	

LONG BEACH CITY - MM
REGULATION OF MEDICAL MARIJUANA
BUSINESSES
VOTES REQUIRED: MAJORITY OF VOTES CAST

YES.....	89,068	60.15
NO.....	59,016	39.85
***TOTAL BALLOTS CAST	167,495	
***PCTS 0262 RPTG	262	

LONG BEACH UNIFIED SCHOOL DISTRICT - E
SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 55% OF VOTES CAST

YES.....	128,587	74.84
NO.....	43,228	25.16
***TOTAL BALLOTS CAST	191,714	
***PCTS 0288 RPTG	288	

LOS ANGELES CITY - HHH
HOMELESSNESS REDUCTION AND PREVENTION,
HOUSING, AND FACILITIES BOND
VOTES REQUIRED: 2/3 OF VOTES CAST

YES.....	909,486	77.12
NO.....	269,814	22.88
***TOTAL BALLOTS CAST	1,328,822	

LOS ANGELES CITY - JJJ
AFFORDABLE HOUSING AND LABOR STANDARDS
RELATED TO CITY PLANNING
VOTES REQUIRED: MAJORITY OF VOTES CAST

YES.....	730,909	64.77
NO.....	397,629	35.23
***TOTAL BALLOTS CAST	1,328,822	

LOS ANGELES CITY - RRR
LA CITY DEPARTMENT OF WATER AND
POWER AMENDMENT
VOTES REQUIRED: MAJORITY OF VOTES CAST

YES.....	534,644	49.10
NO.....	554,198	50.90
***TOTAL BALLOTS CAST	1,328,822	

LOS ANGELES CITY - SSS
FIRE AND POLICE PENSIONS
VOTES REQUIRED: MAJORITY OF VOTES CAST

YES.....	540,480	50.87
NO.....	522,025	49.13
***TOTAL BALLOTS CAST	1,328,822	
***PCTS 1700 RPTG	1,700	

LOS ANGELES COMMUNITY COLLEGE
DISTRICT - CC
SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 55% OF VOTES CAST

YES.....	1,187,649	75.89
NO.....	377,228	24.11
***TOTAL BALLOTS CAST	1,820,525	
***PCTS 2432 RPTG	2,432	

LYNWOOD CITY - PS
TRANSACTIONS AND USE TAX
VOTES REQUIRED: MAJORITY OF VOTES CAST

YES.....	11,038	75.18
NO.....	3,644	24.82
***TOTAL BALLOTS CAST	16,451	

LYNWOOD CITY - RD
BUDGET STABILIZATION FUND
VOTES REQUIRED: MAJORITY OF VOTES CAST

YES.....	9,515	66.97
NO.....	4,692	33.03
***TOTAL BALLOTS CAST	16,451	
***PCTS 0025 RPTG	25	

LYNWOOD UNIFIED SCHOOL DISTRICT - N
SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 55% OF VOTES CAST

YES.....	11,938	79.65
NO.....	3,050	20.35
***TOTAL BALLOTS CAST	16,749	
***PCTS 0025 RPTG	25	

MALIBU CITY
MEMBER, CITY COUNCIL
VOTE FOR: 3

J B DENICOLA	1,618	10.10
RICK MULLEN	3,861	24.09
SKYLAR PEAK	3,210	20.03
CARL RANDALL	1,507	9.40
LAUREEN SILLS	2,234	13.94
JEFFERSON WAGNER	3,596	22.44
***TOTAL BALLOTS CAST	6,829	
***PCTS 0010 RPTG	10	

MANHATTAN BEACH UNIFIED SCHOOL
DISTRICT - C
$114-MILLION SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 55% OF VOTES CAST

YES.....	13,410	71.49
NO.....	5,347	28.51
***TOTAL BALLOTS CAST	20,405	

MANHATTAN BEACH UNIFIED SCHOOL
DISTRICT - EE
$39-MILLION SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 55% OF VOTES CAST

YES.....	12,571	67.45
NO.....	6,067	32.55
***TOTAL BALLOTS CAST	20,405	
***PCTS 0022 RPTG	22	

MOUNTAIN VIEW SCHOOL DISTRICT - SS
SCHOOL IMPROVEMENT BONDS
VOTES REQUIRED: 2/3 OF VOTES CAST

YES.....	7,441	86.45
NO.....	1,166	13.55
***TOTAL BALLOTS CAST	10,063	
***PCTS 0022 RPTG	22	

MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY - GG
SPECIAL PARCEL TAX
VOTES REQUIRED: 2/3 OF VOTES CAST

YES.....	28,997	83.69
NO.....	5,653	16.31
***TOTAL BALLOTS CAST	41,210	
***PCTS 0059 RPTG	59	

Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 2, 2016

Maria Quinonez, City Clerk
City of Lynwood
11330 Bullis Road
Lynwood, California 90262

Dear Ms. Quinonez:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Lynwood Special Municipal Election consolidated with the General Election held on November 8, 2016.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Francis Guijaro

FRANCIS GUIJARO, Head
Election Planning Section

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

J:2016EF LAMCE CanvassCert CityLetter

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Lynwood City

at the General Election, held on the 8th day of November 2016.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 2nd day of December 2016.

REGISTRAR-RECORDER/COUNTY CLERK
COUNTY OF LOS ANGELES · CALIFORNIA

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

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

SUBJECT: COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SIGN THE COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT AND TO WAIVE PERMIT FEES FOR THE EVENT**."

Background:

The Los Angeles County Sanitation District (District) and the County of Los Angeles (County) has reserved March 25, 2017 for a Household Hazardous and Waste (HHW) and Electronic Waste (E-Waste) collection event for Lynwood. This one-day HHW and E-Waste event gives Lynwood residents as well as other County residents a legal and cost-free way to dispose of unwanted household chemicals that cannot be disposed in the regular trash.

Discussion & Analysis:

The City, County and District, in the past, have co-sponsored HHW and E-Waste one-day collection events in the City. This upcoming year, the collection event is scheduled for March 25, 2017, from 9:00 am to 3:00 pm on City streets at the corner of Butler Avenue and Bellinger Street.

Prior to holding the event the County and the District requires the City to enter into a Countywide Household Hazardous Waste Collection Program Siting Liability Agreement (Agreement). Pursuant to the Agreement, the County agrees to release, indemnify, defend and hold harmless the City against any and all

AGENDA ITEM 12

liability and expense. The Agreement will allow the County and the District to use the City streets mentioned above beginning on March 24, 2017 the day before the event and until 4:00 pm on March 25, 2017, the day of the event.

Fiscal Impact:

Other than allowing the District and the County to use a site in the City, there is no additional financial commitment required from City. The City assists the District and the County by posting signs and notifying affected residents and businesses on the street closure and parking restriction. This event will be funded by the District and the County.

Coordinated With:

City Attorney
Finance & Administration

Attachment:

Exhibit A - Countywide Household Hazardous Waste Collection Program Siting Liability Agreement and County of Los Angeles, Certificate of Self-Insurance

RESOLUTION._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SIGN THE COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT AND TO WAIVE PERMIT FEES FOR THE EVENT

WHEREAS, the County of Los Angeles and the Los Angeles County Sanitation District has sponsored one-day Household Hazardous Waste (HHW) and Electronic Waste (E-Waste) one-day collection events throughout the County; and

WHEREAS, the HHW and E-Waste events provide a free and legal way for Lynwood residents and County residents to dispose of HHW and E-Waste.

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 agrees to allow the Los Angeles County and the County Sanitation District to use City streets at the corner of Butler Avenue and Bellinger Street and authorizes street closures for the event during the period of March 24, 2017 at 8:00 am to 4:00 pm March 25, 2017.

Section 2. That the City Council authorizes the Director of Public Works to sign the Countywide Household Hazardous Waste Collection Program Siting Liability Agreement attached hereto as Exhibit A.

Section 3. That the City Council authorizes staff to waive City permit fees for the event that the County of Los Angeles and Los Angeles County Sanitation District may request to be waived.

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

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

_____
Edwin E. Hernandez
Mayor

ATTEST:

_____
María Quiñónez
City Clerk

_____
Alma Martinez
City Manager

APPROVED AS TO FORM:

_____

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

_____

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the 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 **December 2017**, and passed by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Maria Quinonez, City Clerk

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, 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. _____ 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 **December 2016**.

_____
Maria Quinonez, City Clerk

COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

This Agreement is made and entered into this ____ day of _____, 201_, by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County"), County Sanitation District No. 2 of Los Angeles County (hereinafter referred to as "District"), and the City of Lynwood (hereinafter referred to as "Owner").

Whereas, the County and District have agreed to co-sponsor a Household Hazardous and Electronic Waste Collection Event ("Roundup") to provide Los Angeles County residents an environmentally safe means and place to dispose of household hazardous waste and electronic waste.

Whereas, the County and the District have entered into that certain Household Hazardous Waste Collection Agreement dated February 1, 1992 (the "County-District Agreement), which sets forth the obligations of the County and the District in connection with Household Hazardous Waste Collection Events such as the Roundup.

Whereas, Owner desires to support this worthwhile project by offering use of its property located on Lynwood City Streets, intersection on Butler Avenue and Bellinger Street, Lynwood for the Roundup. The Roundup is scheduled for March 25, 2017.

NOW, THEREFORE, County, District, and Owner agree as follows:

Article 1. DEFINITIONS

Household hazardous waste includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, paint and related products, hobby and art chemicals, batteries, and similar items. Electronic waste includes, but is not limited to computers, printers, cables, televisions, VCRs, stereos, and similar items.

Article 2. USE OF PROPERTY

Owner agrees to permit County, District and their agents, employees and waste collection contractors to use Owner's property located on Lynwood City Streets, intersection on Butler Avenue and Bellinger Street, Lynwood, beginning March 24, 2017, at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on March 25, 2017. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on March 25, 2017, although household hazardous and electronic waste may be accepted as early as 8 a.m. and as late as 4 p.m.

Owner agrees to permit the County and District to use the area where the Roundup is held for a reasonable time, not to exceed 24 hours following termination of the Roundup on March 25, 2017, by 4 p.m., to package and remove all collected hazardous, nonhazardous, and electronic waste from Owner's property. Limited rental equipment such as fork lifts, etc., may be left at Owner's property until pick up by the rental company no later than the second work day of the week following the Roundup. The County and District will store such equipment away from traffic areas, approved by the Owner, until picked up by the rental company. The Owner shall not be responsible for any loss, damage or liabilities arising out of the use or storage of such rental equipment.

Owner further agrees to provide such use of its property to the County and District without compensation.

Article 3. COUNTY AND DISTRICT'S RESPONSIBILITIES:

A. County is a self-insured agency and shall provide Owner a Certificate of Self-Insurance.

B. County agrees to release, indemnify, defend, and hold harmless Owner, its partners, employees, officers, and agents against any and all liability and expense, including defense costs and legal fees and claims for damages, including but not limited to, bodily injury, death, personal injury or property damage, arising out of or associated with the use of Owner's property for the purposes of the Roundup, including but not limited to the acts or omissions of County or District's contractors in conducting the Roundup, except to the extent caused by an act or omission of Owner or its officers, employees or agents.

C. County and District agree to comply with all applicable Federal, State, and local laws in conducting the Roundup, and in packaging, removing, and disposing of all waste collected.

D. County and District agree to remove and clean up any spill or other release of hazardous, non-hazardous waste, or electronic waste resulting from the Roundup and restore affected site facilities to their original condition.

E. County and District agree to provide all overnight security and protection personnel/services necessary for the County's, District's, and their contractor's equipment/supplies that are stored on the Owner's property prior to or following the Roundup, until such time that all such equipment/supplies are removed from the Owner's property.

F. The responsibilities of the County and the District to each other with regard to the Roundup are governed by the County-District Agreement, which shall remain in full force and effect which is not intended to be superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by COUNTY SANITATION DISTRICT NO. 2 LOS ANGELES COUNTY on _____, 201_, and by the COUNTY OF LOS ANGELES on _____, 201_, and by the OWNER on _____, 201_.

COUNTY SANITATION DISTRICT No. 2
OF LOS ANGELES COUNTY

By_____
Chief Engineer and General Manager

ORIGINAL APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP
District Counsel

By_____

COUNTY OF LOS ANGELES

By_____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By_____
Deputy

City of Lynwood

By_____

_____
Print Name

_____
Title

APPROVED AS TO FORM:

(OWNER COUNSEL)

By_____

TS:kk
P:\Eppub\EA\EA\HHW\LA\2017\Lynwood\Lynwood17agr

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: EP-3

November 16, 2016

City of Lynwood
11330 Bullis Road
Lynwood, CA. 90262-3665

Dear Site Owner:

COUNTYWIDE HOUSEHOLD HAZARDOUS AND ELECTRONIC WASTE COLLECTION PROGRAM
SITE LIABILITY AGREEMENT
CERTIFICATE OF INSURANCE

Please accept our certification that self-insurance will apply with respect to the liabilities assured by the County under the subject agreement. This coverage is in effect only for the dates and locations specified in the certificate. You must report any claim or demand immediately in order not to jeopardize your coverage.

Please do not hesitate to call the County of Los Angeles, Chief Executive Office, Risk Management Operations at (213) 351-5354 if you need further information.

Sincerely,

GAIL FARBER
Director of Public Works

DANIEL J. LAFFERTY
Assistant Deputy Director
Environmental Programs Division

TS:kk
P:\epublic\ea\ea\hhw\la\lynwood\Lynwood17.tr

COUNTY OF LOS ANGELES: CERTIFICATE OF SELF-INSURANCE

County Department or Agency:	**County of Los Angeles Department of Public Works**
Subject Agreement or County Program Name:	**Household Hazardous and Electronic Waste Collection Program Site Liability Agreement**
Event Location:	**Lynwood City Streets** **Butler Avenue and Bellinger Street, Lynwood CA. 90262**
Date(s) of Event:	**March 25, 2017**
County Program Coordinator:	**Kristin Keating**
Telephone and Fax Numbers:	**Phone: (626) 458-2505 Fax: (626) 979-5390**

Between the County of Los Angeles and:

Name of Requesting Party:	**City of Lynwood**
Mailing Address:	**11330 Bullis Road, Lynwood CA. 90262-3665**
Contact Person & Telephone:	**Ms. Lorry Hempe (310) 603-0220, Ext. 500**

This Certificate of County Self-Funding of Insurance Obligation (Certificate) is the County of Los Angeles' (County) authorized statement that it has elected to self-fund its financial obligations pursuant to the above Agreement. This self-funding of liability is limited to, and determined solely by the terms of the Agreement, and applies only to the extent permitted by State Law.

This Certificate is provided for informational purposes only and does not affect or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company and that no insurance obligation or relationship exists or will be established in any manner between the County and City of Lynwood.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County and its appointed and elected officers, employees, and volunteers (except for actual fraud, corruption or malice) under California Government Code Section 989-991.2, County Code Chapter 5.32, and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general and automobile liability and workers' compensation.

Any questions concerning this Certificate should be directed to the Chief Executive Office, Risk Management Branch, Risk Management Operations at (213) 351-5354. Claims for damages concerning this Agreement must be filed in writing with the Executive Office of the Board of Supervisors, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 383, Los Angeles, CA 90012.

For further information, or in event of claim, contact the following:

Certified by:

Laurie Milhiser
Assistant Chief Executive Officer

County of Los Angeles, Chief Executive Office
Risk Management Branch, Risk Management Operations
3333 Wilshire Blvd, Suite 820, Los Angeles, CA 90010
Phone: (213) 351- 5354 Fax: (213) 252-0404

Coverage Effective:	**March 24, 2017, to March 25, 2017**
Date Issued:	**November 16, 2016**

LM:LP
SG

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Hazel Sanchez

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 Hazel Sanchez 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 October 5, 2016, Ms. Hazel Sanchez filed a claim alleging that she tripped and fell while jogging at Ham Park. Ms. Sanchez claims that she was at the park on October 4, 2016. As she jogged she tripped over a water hose that lay across the sidewalk. There were no warning signs or cones which cautioned the claimant of the hose's existence. As such she is claiming a dangerous condition of public property.

Discussion & Analysis:

City records indicate that it was not working at the subject location on the date of loss. The City has entered into an agreement with Cal-City Construction, Inc. to perform park improvement at Yvonne Burke-John D. Ham Park Community Center. As such, Cal-City Construction has contractually agreed to "defend (with counsel of City's choosing), indemnify and hold the City, its respective elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively referred to hereinafter as "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Agreement, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential and contractors arising out of or in connection with the performance of the Work or this Agreement, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with

AGENDA ITEM 13

counsel of City's choosing, and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Indemnitees. To the extent of its liability, Contractor shall pay and satisfy and any judgment, award or decree that may be rendered against Indemnitees in any such suit, action or other legal proceeding. Contractor shall reimburse Indemnitees for any and all legal expenses and cost incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Lastly, the City of Lynwood is listed as an additional insured in regards to the general liability policy of Cal-City Construction Inc.

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.

Supporting documents which contain confidential information have not been included; however, they are kept in the file, and are located in the Human Resources Department.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

(Rev. 7/16)

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED 10/5/16
CLAIM NO. 800132
DEPT. PW

FROM
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

RECEIVED
CITY OF LYNWOOD
BY:
HUMAN RESOURCES AND
RISK MANAGEMENT

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 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: Hazel Sanchez

Date of Birth: _____ Social Security No.: _____

Home address of claimant: _____

City: Lynwood State: CA Zip Code: 90262 Telephone No.: _____

Give address to which you desire notice or communication to be sent regarding this claim: _____

City: Lynwood State: CA Zip Code: 90262

Date of Accident: 10/4/2016 Time: AM 8:30 PM

Place of Accident: Ham Park

How did damage or injury occur? (Give full details)

Went to the park to run and as I ran on the sidewalk once I reached the construction site in the park they had the hose on the grounding laid across the side walk with no cones around it, so I didn't see it I fell and busta my knee and elbow.

Were Sheriffs at the scene? Yes ____ No X 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: They did not have any danger signs or cones where the water hose was.

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 estimates.

Expenditures made on account of accident or injury (date and item):

Name of address of witnesses, doctors and hospitals: Shane, Stan, Arturo

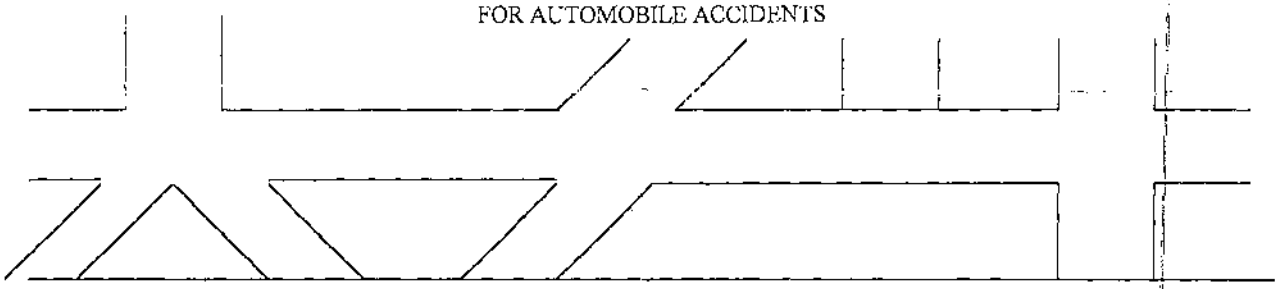
PLEASE READ THE FOLLOWING CAREFULLY

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.

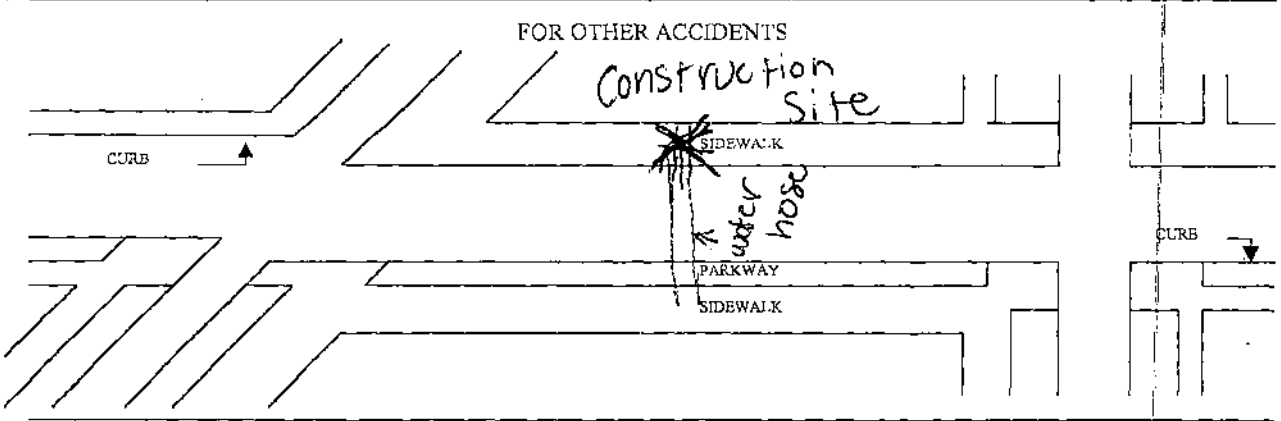
If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the 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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



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.

SIGNATURE

10/4/16
DATE

HR/Forms/LiabilityClaim

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

PREPARED BY: Haydee M. Saiz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Sabina Montellano

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 Sabina Montellano 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 September 24, 2016, Ms. Sabina Montellano filed a claim for damages from an incident which occurred on October 4, 2016. Ms. Montellano claims that she was walking on the sidewalk with her granddaughter of Imperial Highway toward Long Beach Boulevard. As she walked by the entrance of Plaza Mexico her shirt sleeve got caught by the thrones of a Mexican Fan Palm tree which is located within a planter bed of the plaza. As Ms. Montellano uses a cane to ambulate she lost her balance and fell into the palm tree. She received puncture wounds to left arm as a result of her fall.

Discussion & Analysis:

Liability in this matter is doubtful. The loss location is within the care, custody and control of Plaza Mexico. As such the claimant should pursue her claim with that entity. In addition, pursuant to Government Code Section 835, Ms. Montellano must establish that the sideway 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.

The City received no prior complaints regarding the area. The claimant must prove that the City had notice of the dangerous condition before the incident occurred. To prove that there was notice, the claimant must prove that the City knew of the condition or should have known that it was dangerous. A public entity knows of a dangerous condition if an employee knows of the condition and reasonably should have informed the entity about it.

AGENDA ITEM 14

(Rev. 7/16)

OCT 2016 PM

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED 10/4/16
CLAIM NO. 2004144
DEPT. PW

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 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: Sabina Montellano

Date of Birth: _____ Social Security No.: _____

Home address of claimant: _____

City: Lynwood State: CA Zip Code: 90262 Telephone No. _____

Give address to which you desire notice or communication to be sent regarding this claim: _____

_____ City: _____ State: ____ Zip Code: _____

Date of Accident: 9/24/16 Time: AM _____ PM _____

Place of Accident: Plaza Mexico

How did damage or injury occur? (Give full details)

_____

_____

_____

_____

_____

_____

Were Sheriffs at the scene? Yes ____ No X 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: _____

_____

Give total amount of claim (include estimate amount of any prospective injury or damage: _____

_____

How was amount of [illegible]m computed? (Be specific. List doctor b[illegible] wage rate repair estimates, etc.) Please attach two estimates. _____

_____

Expenditures made on account of accident or injury (date and item): _____

_____

Name of address of witnesses, doctors and hospitals: _____

_____

_____

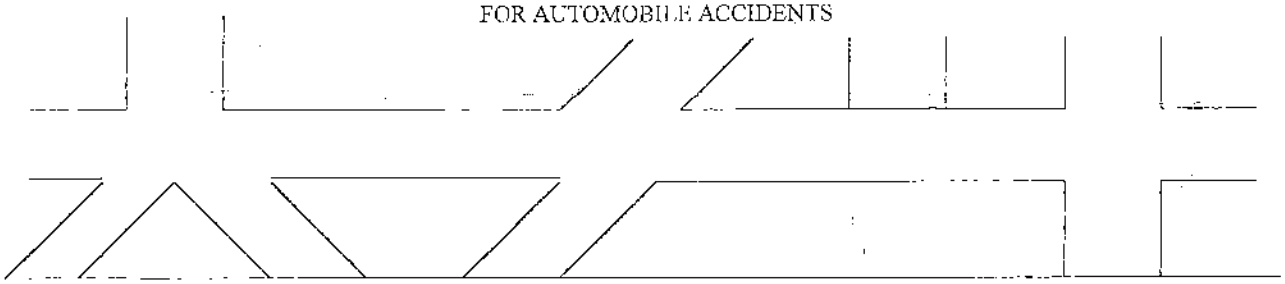
PLEASE READ THE FOLLOWING CAREFULLY

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.

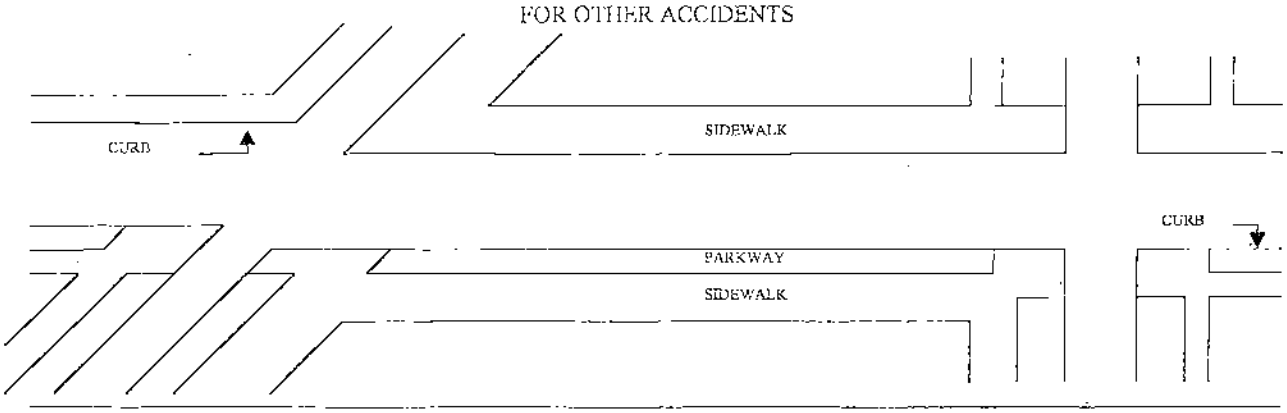
If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the 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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



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.

Sabina Montelongo — SIGNATURE

20-4-16 — DATE

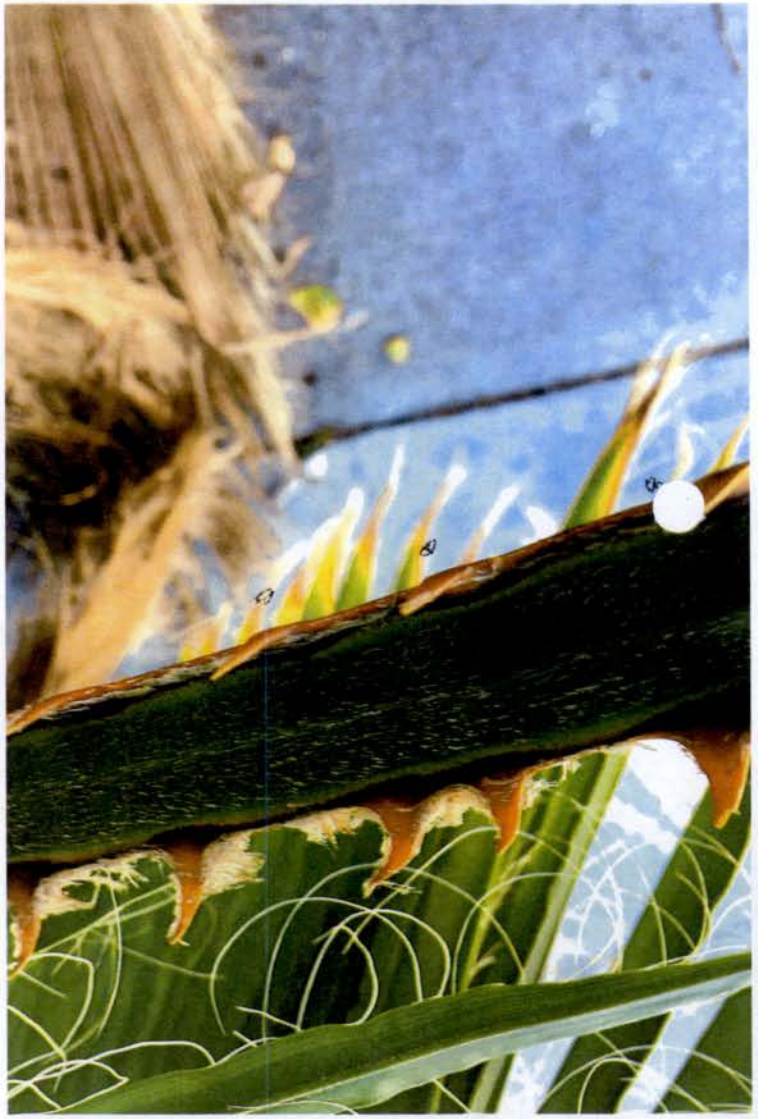
LO QUE PASO:

el 9/24/16 yo iba caminando por la imperial en la cera de la plaza méxico cuando derepente sentí que mi mano derecha algo se me abia ganchado con un dolor fuertisimo y entonces me mire y el chorro de sangre que me estava saliendo fue demasiado rapido y entonces ~~[illegible]~~ le dije a mi nieta que iba con migo por que yo la iba a llevar al coolista ante de las 2pm que por favor me desganchara la espina porque se me encajaba 3 pero 1 se quedo en mi mano ganchada de mi brazo derecho y de inmediato se puso marado por las espinas de la palma que estaba saliendo por donde yo iba caminando, es tan 2 brazo de la palma muy peligrosos con sus espinas como de leon. y una mujer que paso por al me que me isiera un torniquete con mi blus para detener la sangre y quedo blara mi para arriba apretando me con mi mano. isque despues fui a notificar al siguiri de la plaza méxica y el le ablo al manager decile lo que paso y fue con migo a ver, y con que me ecidente mi mano derecha se llama Luis cuidado 310 415 77 69 y me dijo que no sabia si era de la plaza o la ciudad. pero que me iban a llamar el lunes 26 pero como nadie me llamo yo al siriftoll de Longwood para poner mi queja por que esa palma que esta en la cera de la plaza por la imperial esta muy peligrosa tambien para otras personas y tienen que podarla

LO QUE PASO.

el 9/24/16 yo iba caminando por la imperial en la cera de la plaza méxico cuando derrepente senti que mi mano derecha algo se me abia ganchado con un dolor fuertisimo y entonces me mire y el chorro de sangre que me estava saliendo fue demasiado rapido y entonces ~~[illegible]~~ le dije a mi nieta que iba con migo por que ya la a yevar al oculista ante de las 2pm que por favor me desganchara la espina porque se me encajaba 3 pero se quedo en mi mano ganchada de mi brazo derecho y de inmediato se puso morado por las espinas de la palma que estaba saliendo por donde ya iba caminando y estan 2 brazos de la palma muy peligrosos con sus espinas como garras de leon. y una mujer que paso por al me dijo que me iciera un torniquete con mi blusa para detener la sangre y quedo blanca mi mano para arriba apretando me con mi mano izquierda despues fui a notificar al siguiri de la plaza méxica y el le ablo al manager de siguiri le dije lo que paso y fue con migo a ver, donde y con que me ecidente mi mano derecha el se llama Luis cuello 310 415 77 69

y me dijo que no sabia si era de la plaza de la ciudad pero que me iban allamar el lunes 26 pero como nadie me llamo yo fui al sirittol de Lynwood para poner mi queja por que esa palma que esta en la cera de la plaza por la imperial es tan muy peligrosa tambien para otras personas y tienen que podarla



AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by SafeCo Insurance a/s/o Helen Munoz

Recommendation:

Staff recommends that the City Council pay the claim of SafeCo Insurance a/s/o Helen Munoz v. City of Lynwood in the amount of $1,682.45.

Background:

SafeCo Insurance filed a claim on behalf of their insured Helen Munoz on September 13, 2016. The incident occurred on August 22, 2016. SafeCo Insurance states that Ms. Munoz had parked her vehicle in front of 2509 Beechwood Avenue. After City workers had done graffiti abatement on a nearby wall, employee Gregory Hernandez was clearing out the air out from the paint line trigger of a paint gun. Accidently, the paint gun splattered paint onto the claimant vehicle. SafeCo repainted their insured's vehicle in the amount of $1,682.45.

Discussion & Analysis:

Liability is adverse to the City in this matter. The city employee admits to clearing the paint line trigger and over spraying the claimant's vehicle.

Supporting documents, which contain confidential information, have not been included; however, they are kept in the file, and are located in the Human Resources Department.

AGENDA ITEM 15

Fiscal Impact:

The Self Insurance Fund in the FY 17 Adopted Budget will cover this cost. The action recommended in this report will have a fiscal impact of $1,682.45.

Coordinated With:

Public Works
City Attorney

(Rev. 7/16)

LIABILITY

City Claim Reporting Form
For All Persons or Property

DATE FILED 08/26/2016
CLAIM NO. 2006144
DEPT. PW

RECEIVED
CITY OF LYNWOOD
SEP 13 2016
HUMAN RESOURCES & RISK MANAGEMENT

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 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: Helen Brisamor Munoz/ SAFECO Insurance

Date of Birt _____ Social Security No. _____

Home address of claimant: _____

City: Compton State: CA Zip Code: 90262 Telephone No.: _____

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: August 22, 2016 Time: AM 10:30am approx. PM _____

Place of Accident: Public Street/ 2509 Beechwood Ave, Lynwood, CA.

How did damage or injury occur? (Give full details)

Lynwood City drivers paint gun/machine/equipment broke down and paint splashed over the sidewalk and vehicles that were parked in front of property 2905 Beechwood Ave. City drivers were seen trying to remove paint and as result damaged car original paint and scratched it.

Were Sheriffs at the scene? Yes X No _____ File No. (If known): Tag No. T141 / Century Station

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: Spoke to Yolanda at City of Lynwood and she sent out City Supervisor. He also took a written report.

Give total amount of claim (include estimate amount of any prospective injury or damage: Estimated damage $1,682.45

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.) Please attach two estimates. Computed by Safeco Insurance Company's adjuster. Claim# 196170436010-201

Expenditures made on account of accident or injury (date and item):

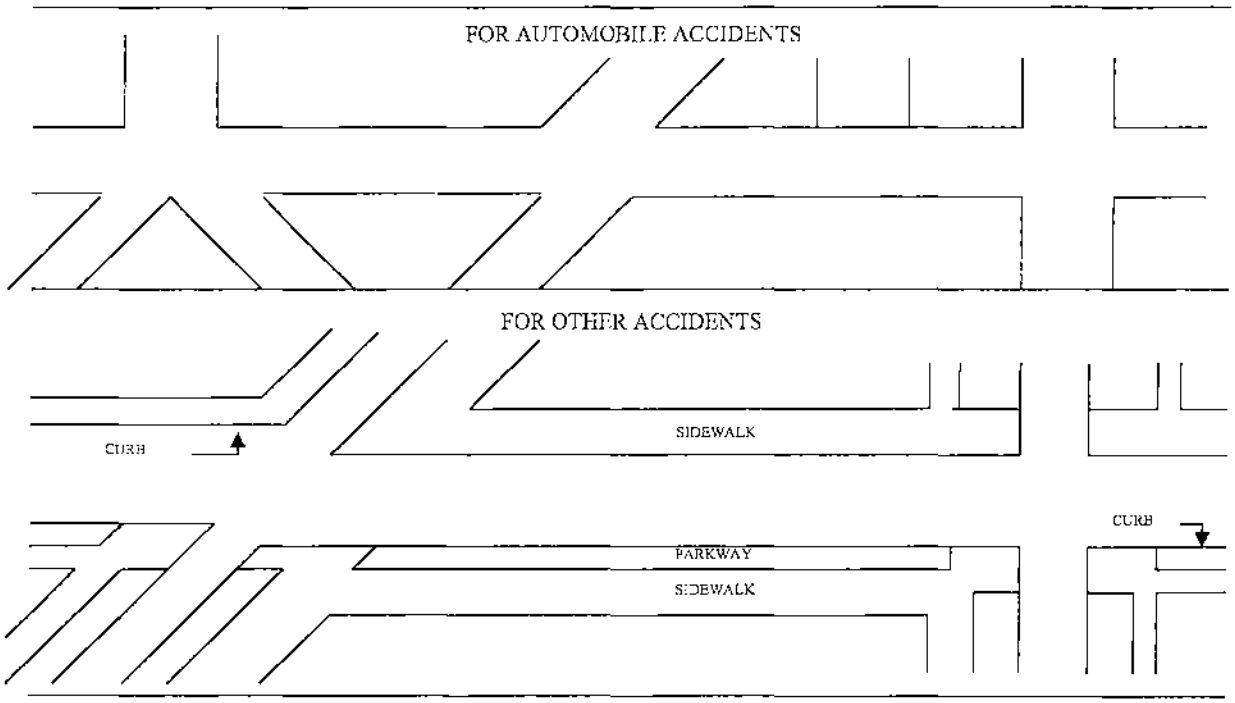
Name of address of witnesses, doctors and hospitals: VSI Inc employees, 310-608-7406

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.

08/26/16

SIGNATURE DATE

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Universal City
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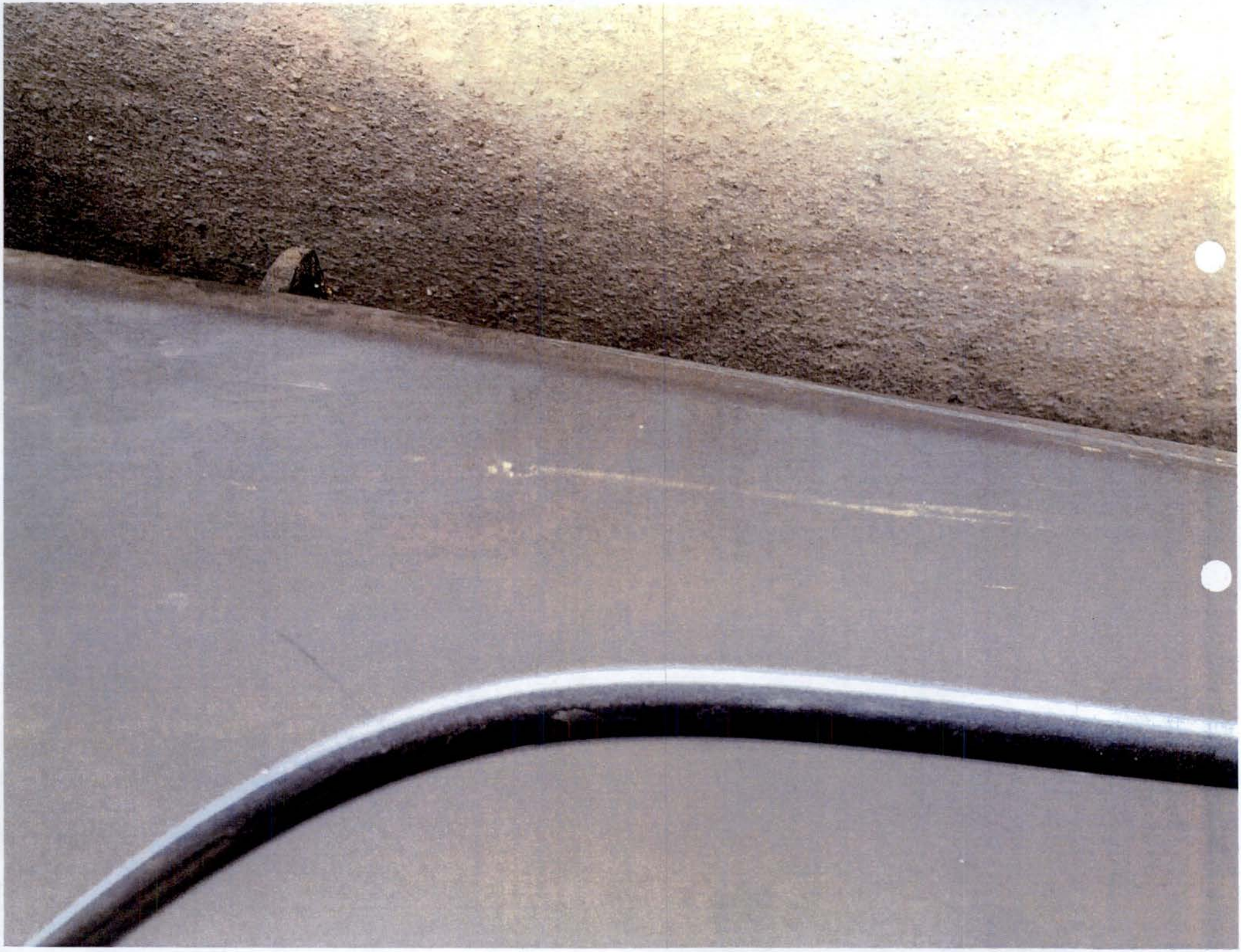
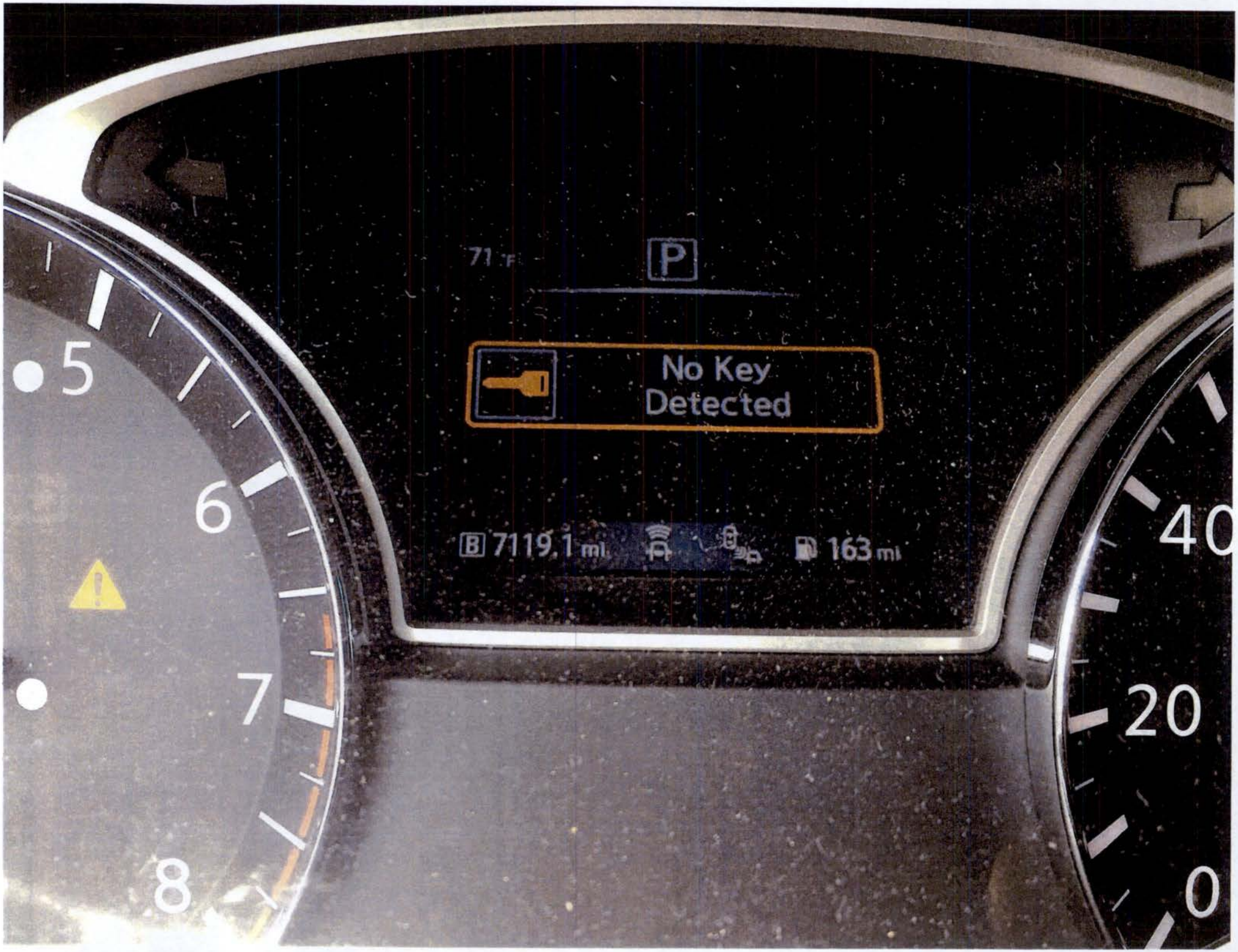
UNIVERSAL CITY



MFD BY NISSAN MOTOR CO., LTD.
01/16
DATE:
GVWR:
1917 KG
4226 LB
GAWR FR.:
1010 KG
2227 LB
GAWR RR.:
940 KG
2072 LB
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
1N4AL3AP7GC 153904
PASSENGER CAR 495
MODEL: BDBALTZL33EVA----Q
COLOR: KAD TRIM: G 9N00A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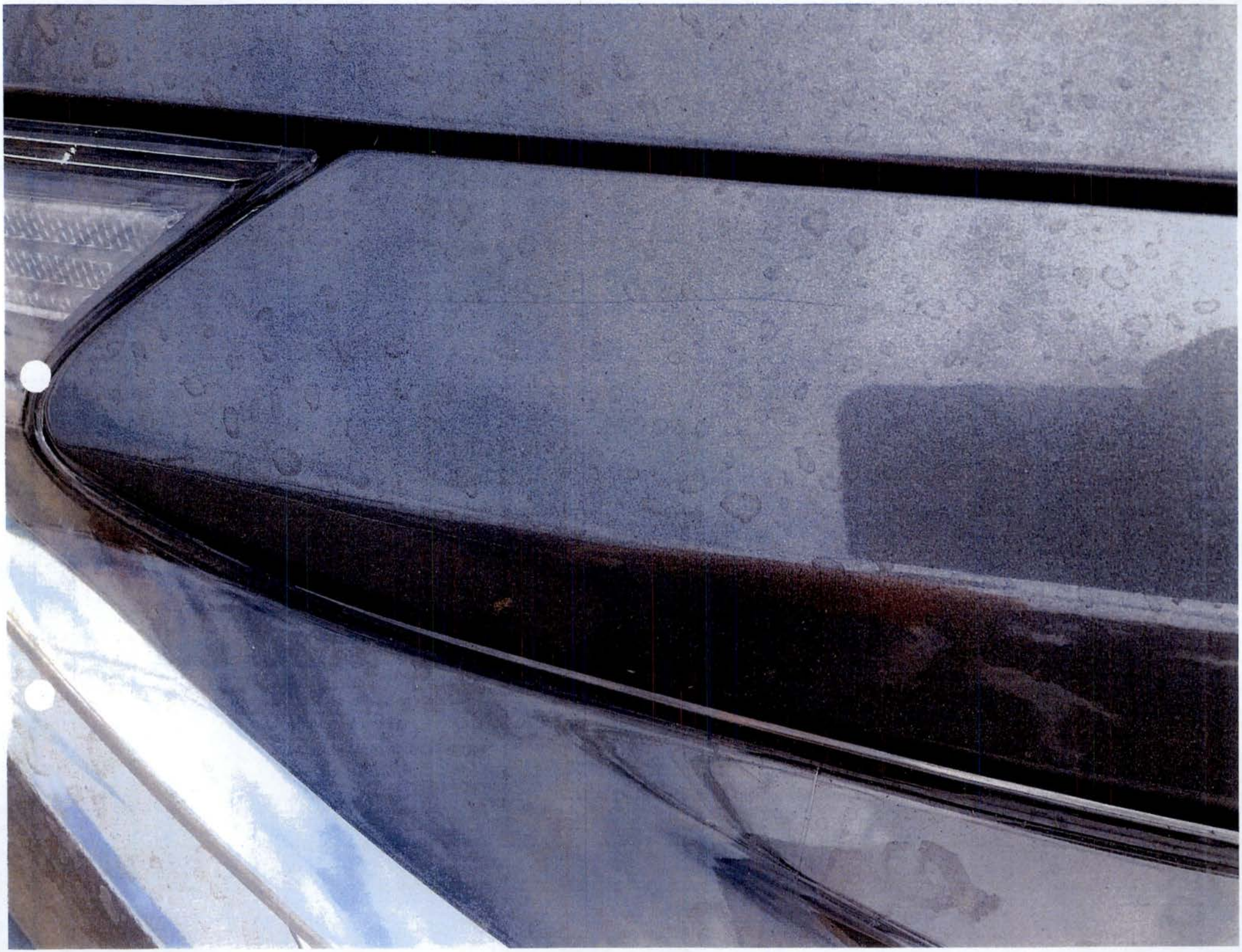

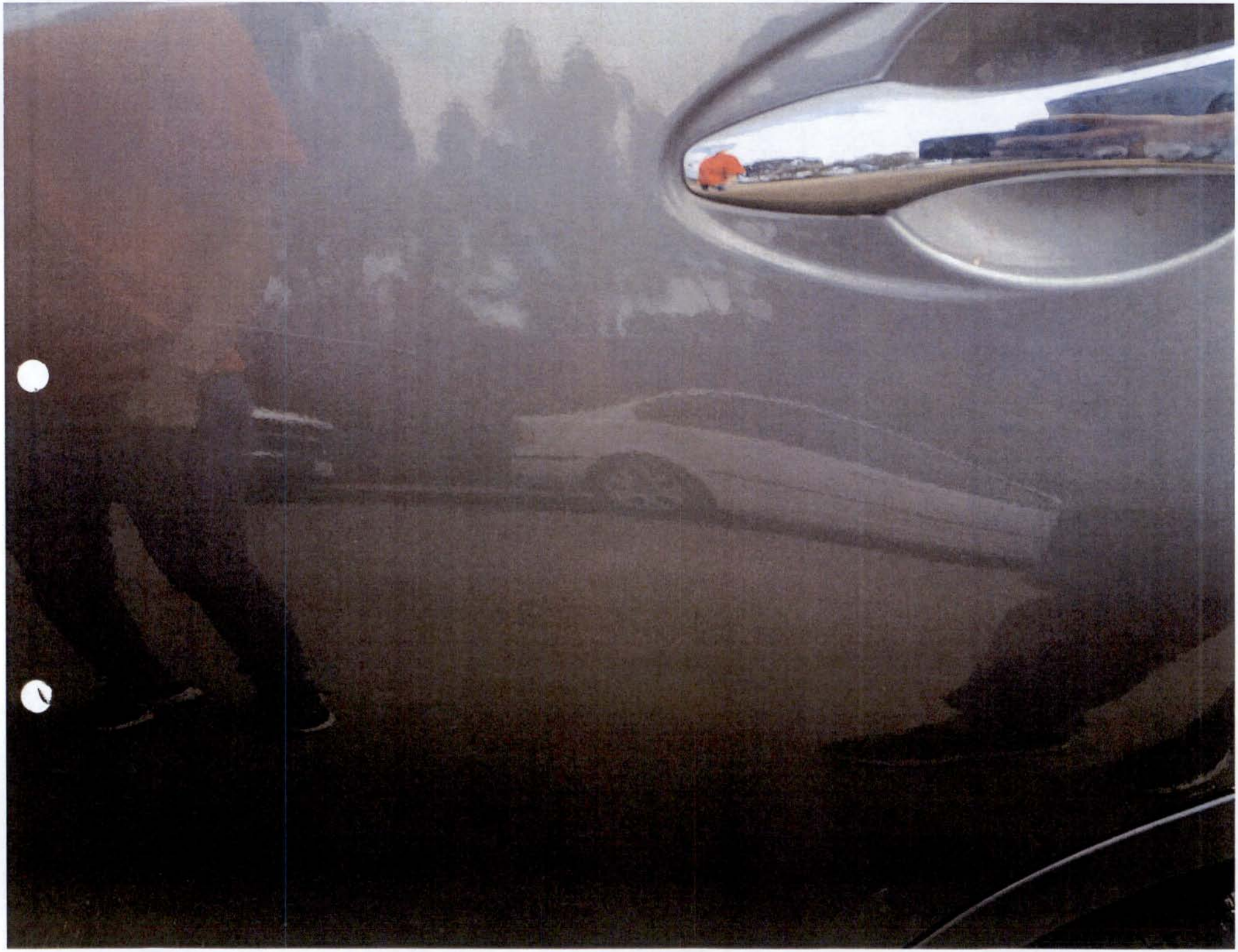

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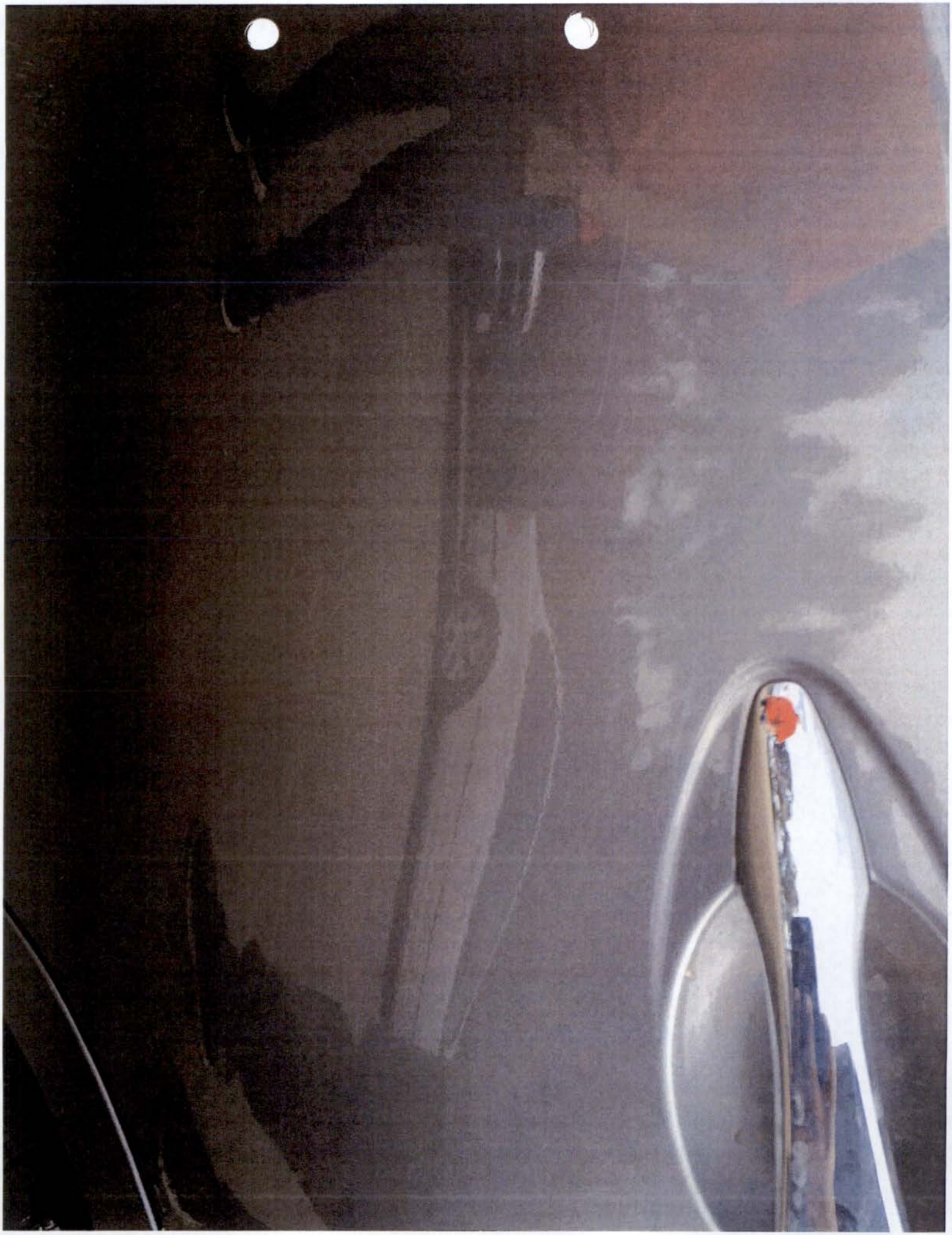

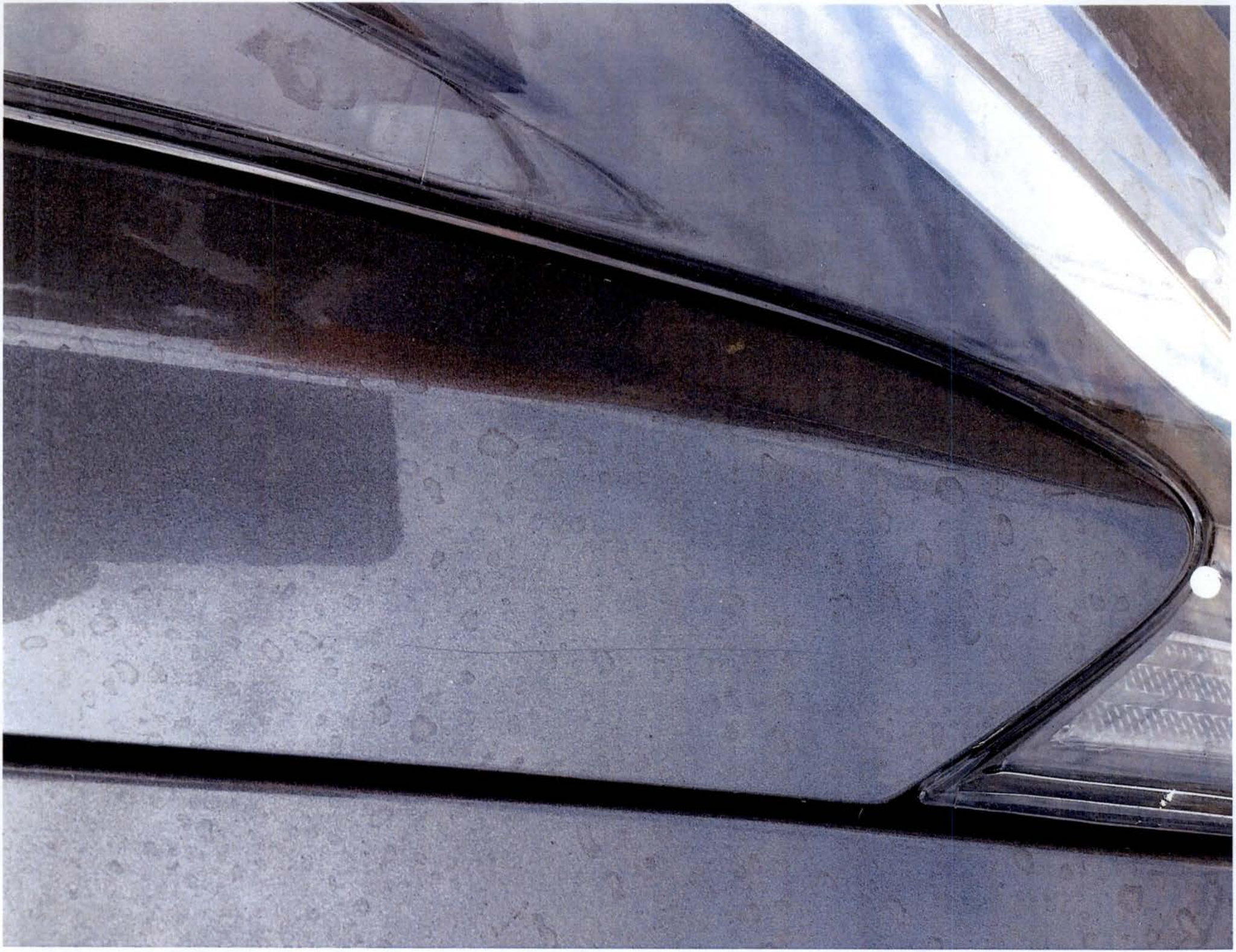

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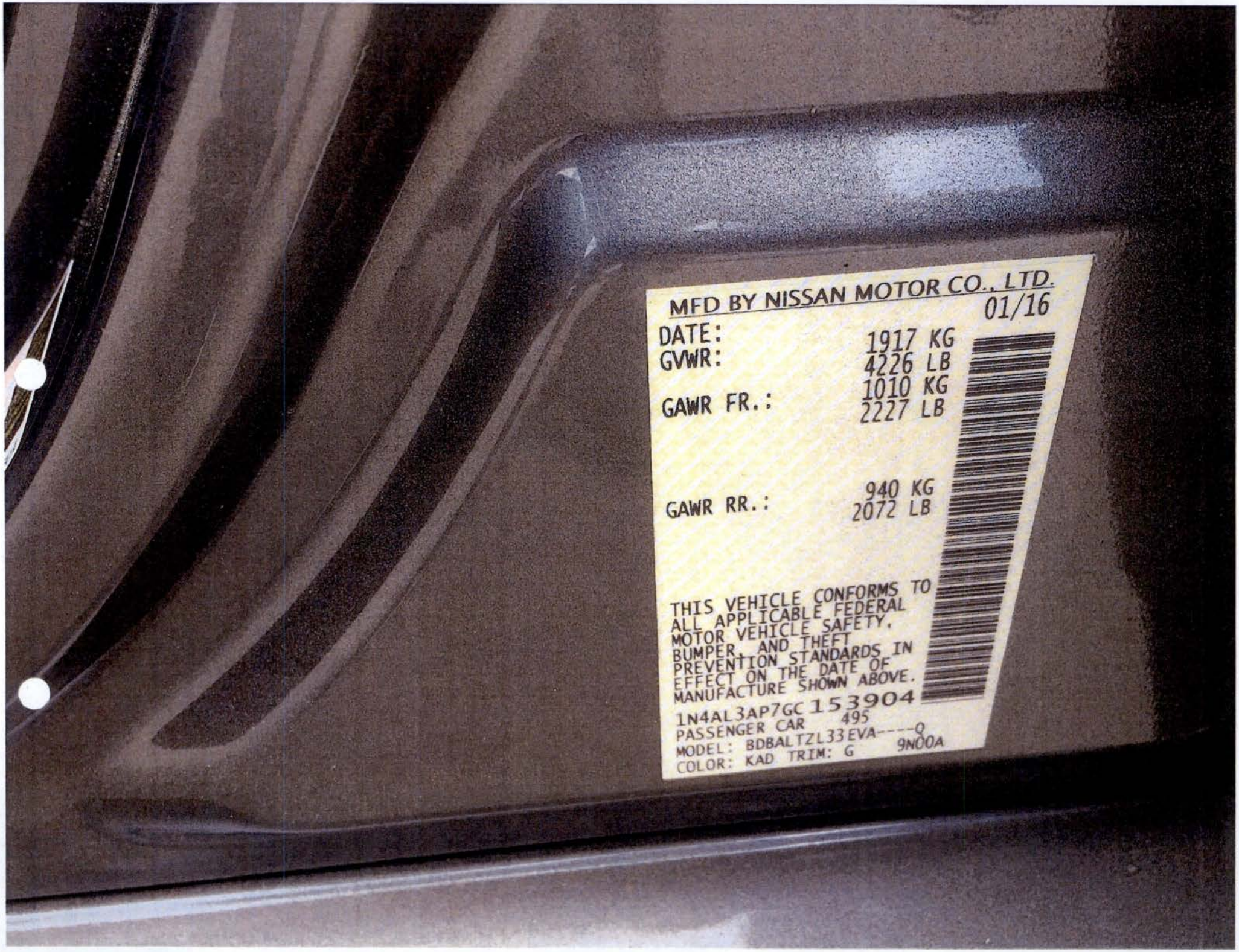
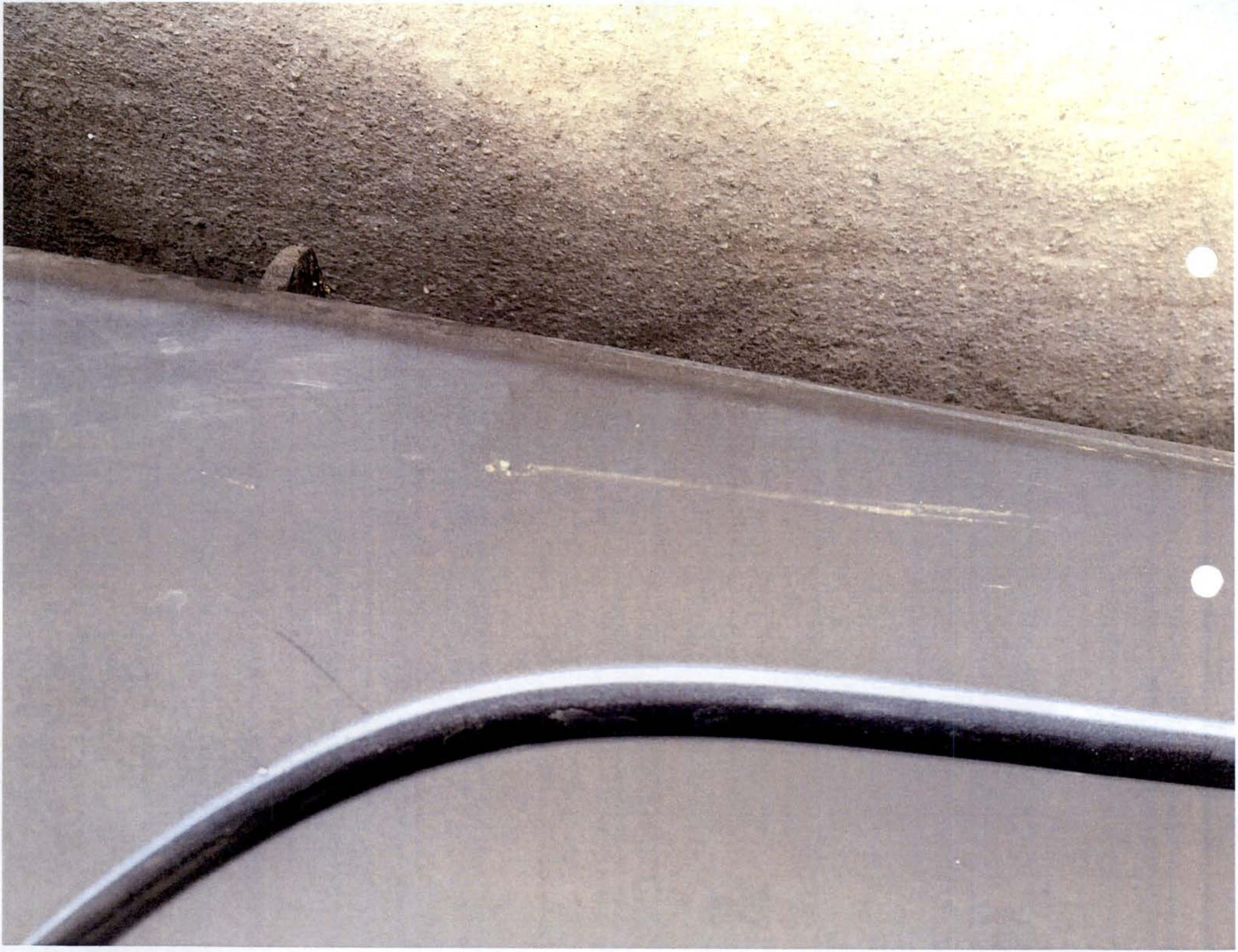

MFD BY NISSAN MOTOR CO., LTD.
01/16
DATE:
GVWR:
1917 KG
4226 LB
GAWR FR.:
1010 KG
2227 LB
GAWR RR.:
940 KG
2072 LB
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
1N4AL3AP7GC 153904
PASSENGER CAR 495
MODEL: BDBALTZL33EVA----Q
COLOR: KAD TRIM: G 9N00A



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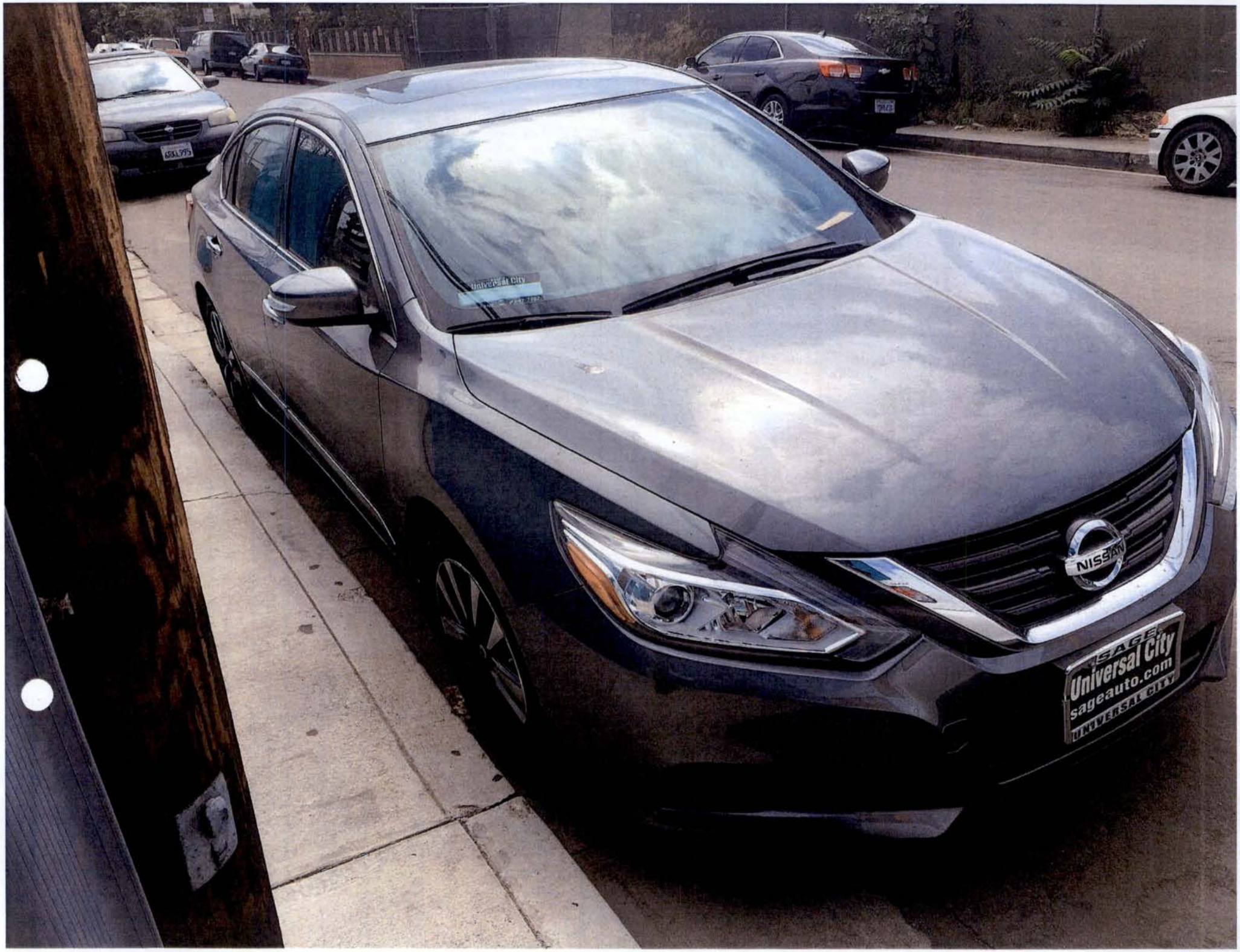
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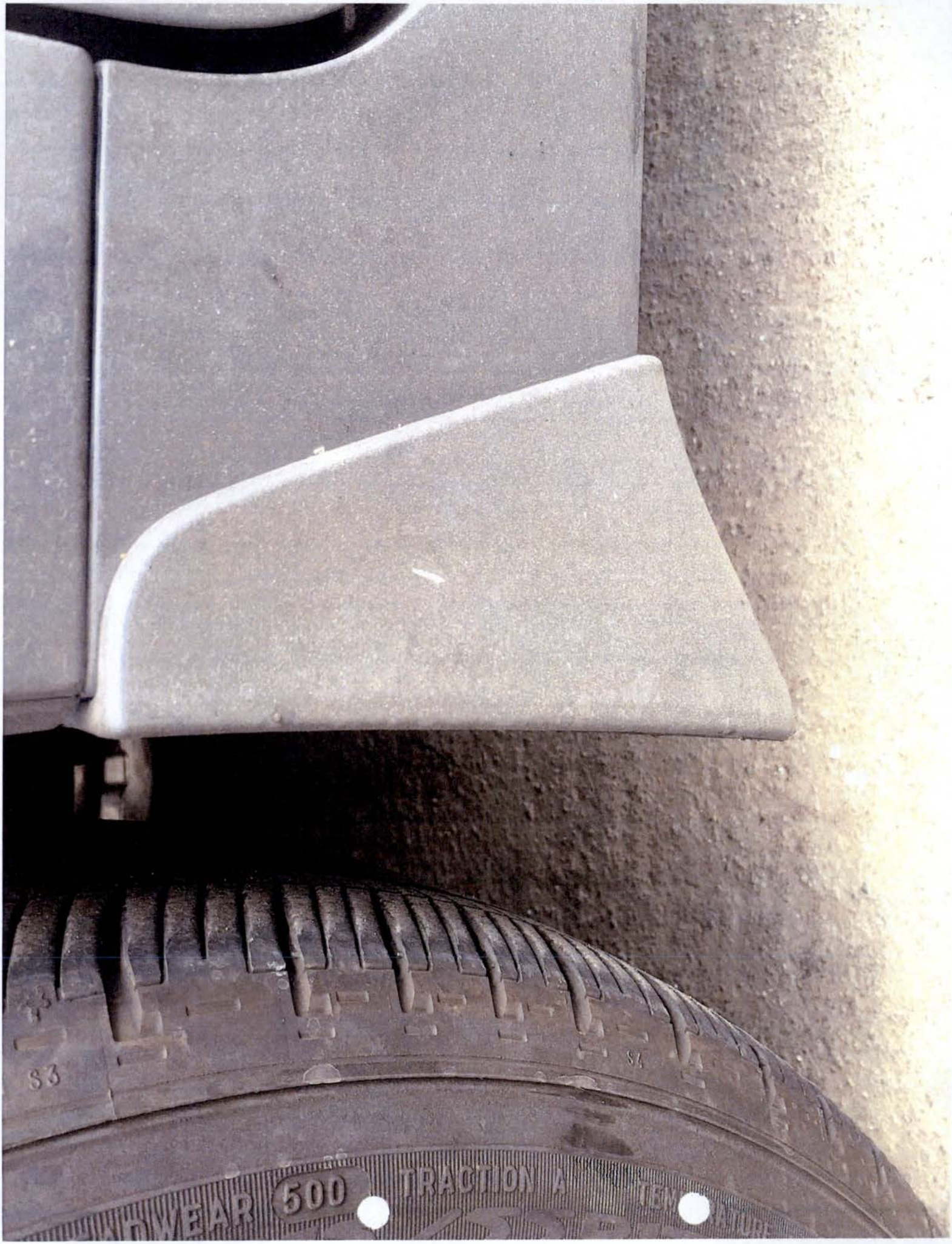
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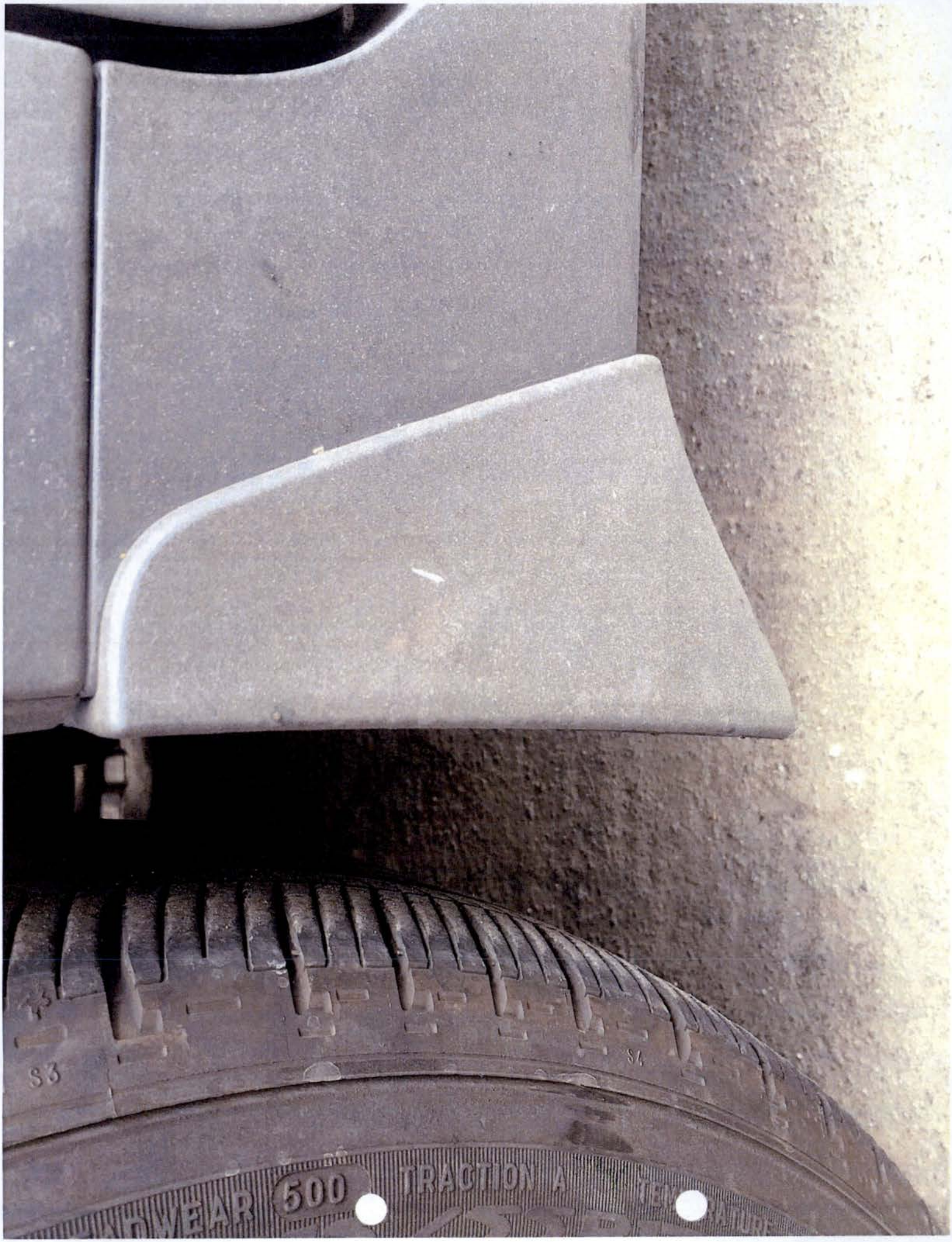
S3
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TRACTION

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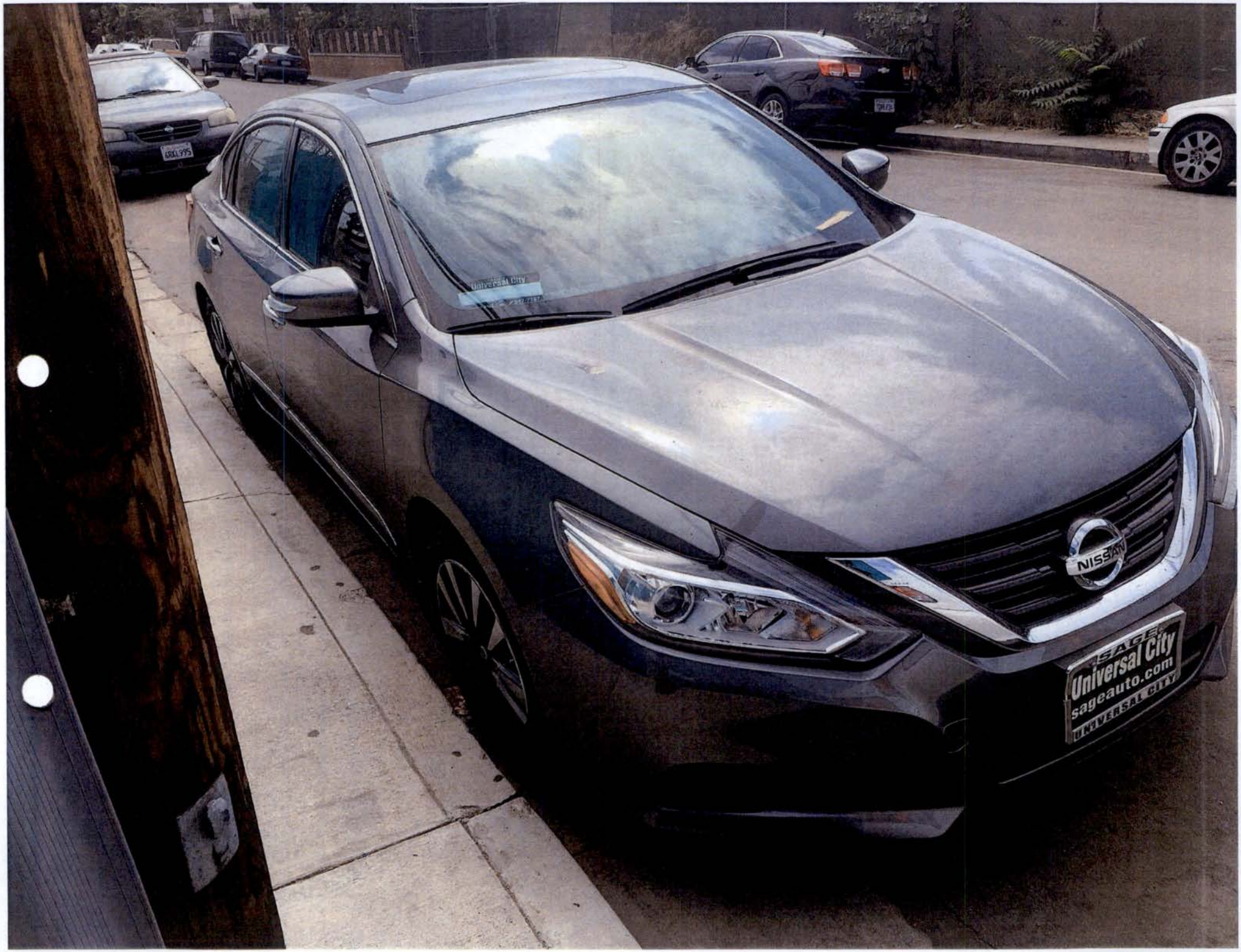
Universal City
sageauto.com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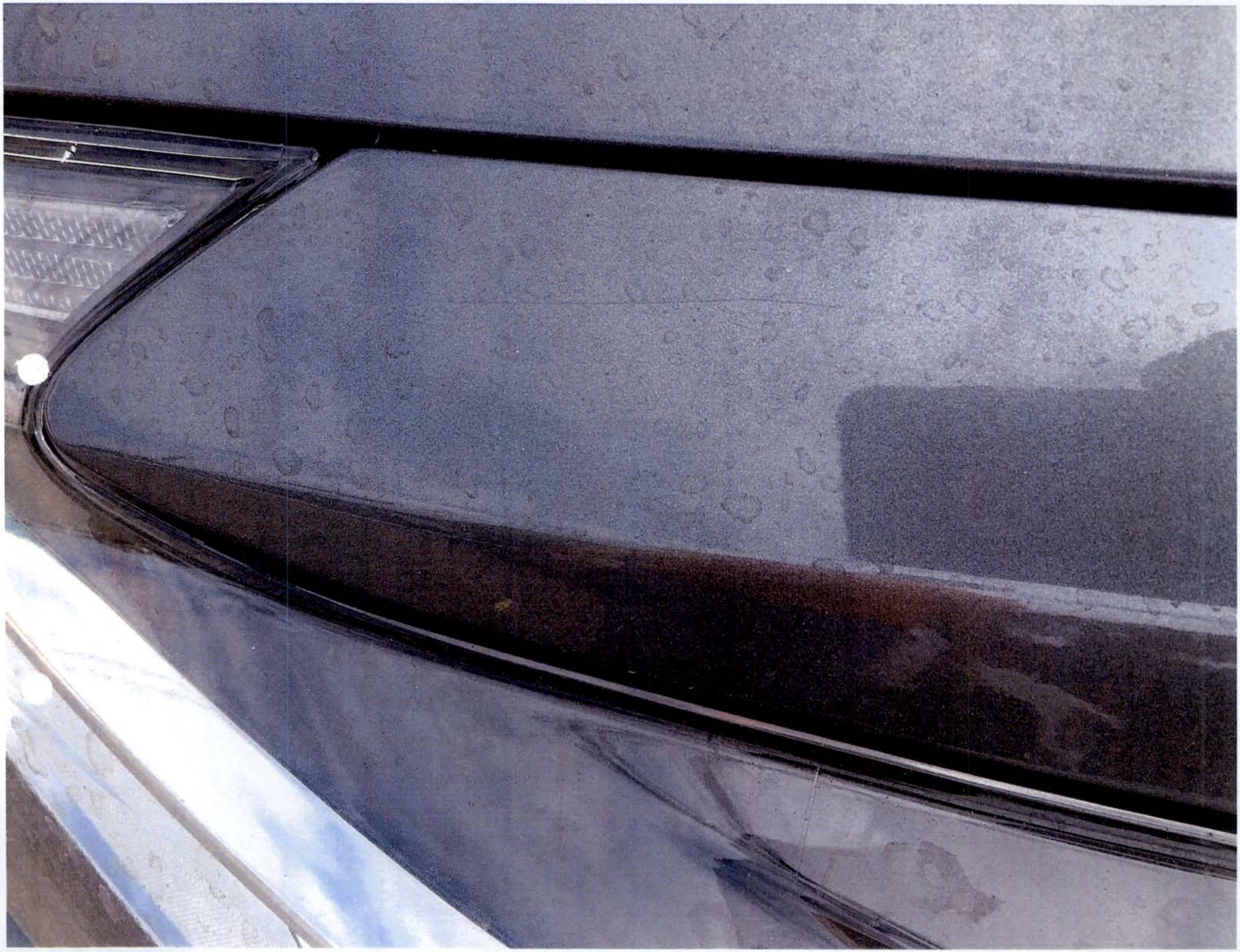

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Mark Flores, Director of Recreation & Community Services
Jose Trejo, Deputy of Recreation & Community Services

SUBJECT: Dial-A-Taxi Contract Extension

Recommendation:

Staff recommends that the City Council approve the attached resolution entitled; "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE OPTION TO EXTEND THE EXSITING CONTRACT FOR ON-DEMAND DIAL-A-TAXI SERVICE WITH ADMINISTRATIVE SERVICES COOPERATIVE, INCORPORATED, (DBA FIESTA TAXI), BY ONE YEAR (1) FROM DECEMBER 18, 2016 THROUGH DECEMBER 17, 2017, FOR AN ESTIMATED ANNUAL COST OF $160,000."

Background:

On December 16, 2014, the Lynwood City Council approved a contract agreement (Resolution 2014.215) with Administrative Services Cooperative (ASC), DBA Fiesta Taxi for the provision of on-demand transportation services for seniors and physically challenged citizens. The initial term of the agreement was from December 17, 2014 to December 16, 2016 with the option for a third and fourth year extension, with all terms and conditions remaining the same. The said initial two year contract period is set to expire on December 16, 2016. This is a request to exercise the third year option of the contract, which will extend the contract for a period of one year from December 18, 2016 through December 17, 2017 as described in Article 2, Section 2.2 of the original contract.

AGENDA ITEM 16

Discussion & Analysis:

The City of Lynwood has provided demand responsive transportation to senior citizens and disabled residents in the City of Lynwood for over twenty-five (25) years. This service is provided to senior citizens and physically disabled persons who need transportation to locations such as the senior citizen meals program at the Senior Center, doctor appointments, and banks as well as shopping destinations.

ASC has demonstrated to be reliable and efficient service provider and staff respectfully recommends that the City Council exercise the option to extend the contract for an additional year from December 17, 2016 through December 16, 2017.

Fiscal Impact:

Under the one year contract period, ASC would be paid approximately $160,000 for its services. The contract will cover a period from December 18, 2016 through December 17, 2017 and the funding source is from the Proposition A Transportation Fund. Funds are included in the FY 16-17 Adopted Budget.

Coordinated With:

Finance Department
City Attorney

Attachments
Dial-A-Ride Transit Agreement
Dial-A-Ride Contract Amendment

RESOLUTION NO_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE OPTION TO EXTEND THE EXSITING CONTRACT FOR ON-DEMAND DIAL-A-TAXI SERVICE WITH ADMINISTRATIVE SERVICES COOPERATIVE, INCORPORATED, (DBA FIESTA TAXI), BY ONE YEAR (1) FROM DECEMBER 18, 2016 THROUGH DECEMBER 17, 2017, FOR AN ESTIMATED ANNUAL COST OF $160,000

WHEREAS, a key service is provided by Administrative Services Cooperative to both senior citizens and the disabled which transports these citizens to various locations; and

WHEREAS, on December 16,2014 the City Council approved Resolution 2014.215 awarding a contract agreement to Administrative Services Cooperative, DBA Fiesta Taxi to provide these transportation services; and

WHEREAS, said contract agreement was for a period of two (2) years from December 17, 2014 to December 16, 2016, with an option for a third and fourth year extension; and

WHEREAS, the City Council desires to exercise the third year option to extend the Agreement for an additional one (1) year period from December 18, 2016 through December 17, 2017 with all terms and conditions remaining the same; and

WHEREAS, the City Council desires to contract with ASC to perform the services as described in Exhibit A of the Agreement.

NOW, THEREFORE, The City Council of the City of Lynwood does hereby find, determine, order and resolve as follows:

SECTION 1. The Mayor is hereby authorized to execute, on behalf of the City of Lynwood, the Dial-a-Ride Transit Agreement with Administrative Services Cooperative, Inc (DBA Fiesta Taxi) for the purpose of providing on-demand response dial-a-taxi service for the City of Lynwood, approved as to form by the City Attorney.

SECTION 2 All other provisions of the existing agreement remain in force.

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

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

Maria Teresa Santillan - Beas, Mayor

ATTEST:

Maria Quinonez, City Clerk

Alma K. Martinez, City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

Mark Flores, Director
Recreation & Community Services

STATE OF CALIFORNIA }
}
COUNTY OF LOS ANGELES }

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing Resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held at City Hall on the 6th day of December 2016, and passed by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Maria Quinonez, City Clerk

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 December 2016

_____
Maria Quinonez, City Clerk

AMENDMENT

DIAL-A-RIDE TRANSIT SERVICES AGREEMENT

(Contract Resolution No. 2014.215 Amendment Resolution No.#####)

This Amendment ("AMENDMENT") is made as of December, 2016 for the purpose of amending the existing Dial-a-Ride Transit Agreement dated December 17, 2014 ("Agreement") and extending on December 6, 2016 by and between the **CITY OF LYNWOOD, a municipal corporation** ("**CITY,**") with its principal offices located at 11330 Bullis Road, Lynwood, California 90262 and **Administrative Services Cooperative (ASC) Inc., DBA Fiesta Taxi , a California Corporation,** qualified to do business in California **("COMPANY,**") with its principal place of business located at 2129 W. Rosecrans Avenue, Gardena, CA 90249. **CITY** and **COMPANY** are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Company previously entered into a Dial-A-Ride Transit Service Agreement, Contract Resolution No. 2014.125, dated December 17, 2014 ("Agreement"); and

B. The Agreement had an initial two-year term beginning December 17, 2014 through December 16, 2016, and provided the option to extend the term for an additional two (2) years in one increments; and

C. City and Company wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

The Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a one-year period from December 18, 2016 through December 17, 2017, unless terminated, or extended as provided within the Agreement. Except as otherwise provided for in this AMENDMENT, all the current provisions of the AGREEMENT shall remain in full force and effect during the term of this AMENDMENT.

3. **Scope of Work.** The Scope of Work is changed as follows:

All other services will remain the same as described in Exhibit A of the contract agreement.

4. **Compensation.**

   NOT TO EXCEED AMOUNT

   The total amount of compensation paid to Company for full completion of all work under the Agreement **shall not exceed $160,000** for the one-year period of the extended term.

5. **Ratification of Agreement.** City and Company hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provisions of this Amendment conflict with the Agreement, then the provisions of this Amendment shall prevail.

CITY

CITY OF LYNWOOD

By:_____
Maria Teresa Santillan-Beas, Mayor

ATTEST:

By:_____
Maria Quinonez, City Clerk

COMPANY

ADMINISTRATIVE SERVICES COOPERATIVE, INCORPORATED

By:_____
Marco Soto, VP Marketing and Public Affairs

APPROVED AS TO FORM:

By:_____
David A. Garcia, City Attorney

CITY OF LYNWOOD
TRANSIT SERVICES AGREEMENT

This TRANSIT SERVICES AGREEMENT ("Agreement") is made and entered into as of December 17, 2014, by the CITY of Lynwood, 11301 Bullis Road, Lynwood, California 90262 (hereinafter referred to as the "CITY") and Administrative Services Cooperative, Inc., a California corporation, dba Fiesta Taxi located at 2129 W. Rosecrans Avenue, Gardena, CA 90249 (hereinafter referred to as the "CONTRACTOR").

The CITY and the CONTRACTOR agree as follows:

RECITALS

A. WHEREAS, the CITY desires the services of a Contractor to manage and operate its existing ADA/DAR and call center services; and

B. WHEREAS, said work cannot be performed by the regular employees of City; and

C. WHEREAS, the CONTRACTOR warrants to the CITY that it has the qualifications, experience and facilities to properly and timely perform the services required under this Agreement; and

D. WHEREAS, CONTRACTOR wishes to perform these services as described in Exhibit "A" of this Agreement.

NOW, THEREFORE, it is mutually understood and agreed to by the CITY and CONTRACTOR as follows:

ARTICLE 1
STATEMENT OF WORK

1.1 **Applicable Conditions**. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to CITY the services of this Agreement as described in Exhibit "A", entitled Scope of Work. All services shall be provided at the places designated by CITY.

1.2 **Personnel**. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which person is hereby designated as key personnel under this Agreement.

Name	Function
Marco Soto	VP Marketing and Public Affairs

No person named in paragraph 1.2 of this Article, or his/her successor approved by CITY shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of CITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with such notice by the departing employee. CITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 2
TERM OF AGREEMENT

2.1 **Initial Term**. This Agreement will become effective as of December 17, 2014 ("Commencement Date") and will remain in full force for a period of two (2) years until December 16, 2016 ("Initial Term"), unless earlier terminated or extended as provided in this Agreement.

2.2 **Extension of Term.** CITY reserves the right to extend this Agreement at the end of the initial term as best meets the needs of the CITY, up to two (2), one (1) year extensions may be exercised, for a total contract length of four (4) years. The City's decision to either grant or deny a contract extension shall be final. At the end of the initial contract term, or contract extension term(s), if granted, this contract shall automatically terminate. Contract extensions are, however, contingent upon the continued availability of adequate City funding and successful past performance during the initial contract period. CITY'S election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for CITY'S convenience or CONTRACTOR'S default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from December 17, 2014 through December 17, 2018 which period encompasses the Initial Term, First Option Term, and Second Option Term.

ARTICLE 3
CITY AGENT

The City Manager or his/her designee, for the purposes of this Agreement, is the agent for the CITY. Whenever approval or authorization is required, CONTRACTOR understands that the City Manager, or his/her designee, has the authority to provide that approval or authorization.

ARTICLE 4
COMPENSATION FOR SERVICES

4.1 **Applicable Rates**. For CONTRACTOR's full and complete performance during the billing period of the Services under this Agreement, CITY agrees to pay CONTRACTOR for Dial-a-Ride services standard meter fares for all verified Dial-a-Ride trips recorded through the EZ Transport card system to approved Lynwood Dial-a-Ride customers. The CITY shall pay an administration fee of $1,500 each month, which amount shall be drawn from the Dial-a-Ride Budget. The CITY shall also pay startup and implementation costs for the EZTransport card system as specified in the attached CONTRACTOR's proposal titled Exhibit "B", of which expenditures shall be paid from the Dial-a-Ride Budget.

4.2 **Dial-A-Ride Budget**. The entire cost of services under this Agreement shall not exceed $160,000 annually or, if different, the amount budgeted by the City Council for such transit services in any applicable fiscal year of the City during the life of this Agreement ("Dial-A-Ride Budget"). To avoid cost overruns, and the possibility of over-expending from annual said budget, the compensation paid to Contractor shall be managed to establish a monthly cap not to exceed $13,333 subject to the City's ability to adjust same to account for periods of higher or seasonal activity in other parts of the year.

4.3 **Costs and Expenses**. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee. Services provided or debt incurred by the CONTRACTOR, if in excess of the amount budgeted by the City Council per year, shall be at the CONTRACTOR's own expense, without exception. Costs shall be evaluated monthly as part of the regular progress meetings and levels of service modified with the consent of the CITY to ensure that annual costs remain within specified limits.

4.4 **Performance Standards**. During each billing period, CONTRACTOR shall meet the Service performance standards as specified in Article 7 of this Agreement. Failure to meet these standards shall result in the application of the Section 7.3 specified penalties against CONTRACTOR'S billing-period invoice(s).

4.5 **Invoices for Services**. On or before the 10th calendar day of the close of the billing cycle, CONTRACTOR shall submit an invoice for Services provided to CITY, Attention Lynwood Senior Division, Dial-A-Ride Program Payable Office with a copy to the Recreation and Community Services Department, itemizing CONTRACTOR's full and complete performance under this Agreement for the previous period. Each invoice shall cite **Agreement No._____**, the time period covered by the invoice and the amount of payment requested; all relevant back-up documentation, including monthly operation summaries, passenger count, passenger name, pick-up and drop-off addresses, trip distance, load times, location types (i.e. shopping, medical, social), and

service types (i.e. wheelchair, non-ambulatory) must be included with each invoice. CITY shall remit payment within forty-five (45) days of receipt and approval of each invoice. If any portion of the invoice is disputed by CITY, CITY agrees to reimburse CONTRACTOR for all undisputed costs. Disputed costs shall be resolved in 45 days and be included in the subsequent month's payment to CONTRACTOR.

ARTICLE 5
PERFORMANCE BOND

In lieu of requiring Contractor to post a performance bond in the amount of 10% of the average of the first two (2) contract years amount as partial security against its failure to satisfactorily fulfill its obligations under this agreement, the City shall have the immediate right to replace Contractor with a third party to fulfill the obligations hereunder in the event of Contractor's failure to satisfactorily perform. This right shall continue until such time Contractor adequately assures the City that it can successfully and adequately resume services hereunder.

ARTICLE 6
GENERAL TERMS AND CONDITIONS

6.1 **Termination without Cause:** 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 turn over to City the product of the services in accordance with written instruction of City.
6.2

6.2 **Obligations Upon Termination**. In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, or other documentation prepared by or in the possession of the CONTRACTOR under this Agreement shall be returned to the CITY. If the CITY terminates this Agreement without cause, the CONTRACTOR shall be entitled to receive compensation for transportation services rendered up to the termination date. If the CONTRACTOR terminates this Agreement without cause, the CONTRACTOR shall be paid only for those services completed in a manner satisfactory to the CITY.

6.3 **No Relief of Liability Following Termination**. Notwithstanding the foregoing, the CONTRACTOR shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement, and any payments due under this Agreement may be

withheld to off-set actual and anticipated damages.

6.4 **Non-Assignability.** The CONTRACTOR shall not assign or transfer any interest in this Agreement without the express prior written consent of the CITY.

6.5 **Non-Discrimination.** The CONTRACTOR shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and CITY governments.

6.6 **Insurance.** CONTRACTOR shall submit to CITY, certificates indicating compliance with the following minimum insurance requirements no less than ten (10) calendar days prior to beginning of performance under this Agreement:

6.6.1 Workers Compensation Insurance as required by law. The CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.6.2 Commercial General Liability Insurance, written on an "occurrence" basis with a minimum limit of liability of ONE MILLION DOLLARS ($1,000,000) combined single limit per "occurrence" for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, then such aggregate limit shall not be less than ONE MILLION DOLLARS ($1,000,000) and shall contain a per location aggregate limit.

6.6.3 Business Automobile Liability Insurance, for all vehicles used in relationship to taxi based services (defined as vehicles with a capacity of ten (10) passengers including the driver or less) insuring all owned, non-owned and hired automobiles and blanket contractual liability coverage with a limit no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury and property damage."

6.6.4 Each such policy of insurance referenced above shall:

a) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California with a Best's rating of no less than A:VII.

b) Name and list as an additional insured the CITY, its officers, officials, employees and volunteers on the policy(ies) as to commercial general liability, automotive liability and property damage.

c) Specify that the policy shall act as primary insurance.

d) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the CITY of such cancellation or material change." 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. COMPANY agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

e) Cover the operations of the CONTRACTOR pursuant to the terms of this Agreement and in the case of subcontractors, CONTRACTOR shall cause said subcontractors to provide evidence of insurance in the same amount and to the same extent as required of the CONTRACTOR.

f) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

6.6.5 Evidence of Insurance: CONTRACTOR shall furnish the CITY with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the CITY before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The CITY reserves the right to require complete, certified copies of all required aforesaid insurance policies, including endorsements affecting the coverage required by these specifications at any time. The following documents must be provided as evidence of insurance coverage to the CITY within five (5) calendar days prior to beginning work under this Agreement:

a) A copy of the policy's declarations pages, showing the policy effective dates, limits of liability and the Schedule of Forms and Endorsement.

b) A copy of the endorsement naming the CITY as Additional Insured, showing the policy number and signed by an authorized representative, on Form CG2026 (ISO) or comparable.

6.7 **Indemnification.** 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. CONTRACTOR agrees to indemnify and hold harmless CITY by executing **CITY'S** standard form entitled "Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution" concurrently with the execution of this Agreement which instrument is incorporated into this Agreement by this reference.

6.8 **Compliance with Applicable Law.** The CONTRACTOR and the CITY shall comply with all applicable laws, ordinances and codes of the Federal, State, County and CITY governments.

6.9 **Independent Contractor.** This Agreement is by and between the CITY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the CITY and the CONTRACTOR. The CONTRACTOR shall be an independent CONTRACTOR, and shall have no power to incur any debt or obligation for or on behalf of the CITY. Neither the CITY nor any of its officers or employees shall have any control over the conduct of the CONTRACTOR, or any of the CONTRACTOR's employees, except as herein set forth, and the CONTRACTOR expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the CITY, it being distinctly understood that the CONTRACTOR is and shall at all times remain to the CITY a wholly independent CONTRACTOR and the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

6.10 **Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

6.11 **Legal Construction.**

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3 The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.11.5 CONTRACTOR warrants and represents that prior to executing this Agreement that they have consulted with an attorney, or have knowingly and voluntarily chosen not to seek such consultation regarding this Agreement.

6.12 **Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties hereto.

6.13 **Files.** All files of the CONTRACTOR pertaining to the CITY shall be and remain the property of the CITY. The CONTRACTOR will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 **Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.16 **Attorneys' Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith.

6.17 **Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Mark Flores
Interim Director of Recreation
and Community Services

City of Lynwood
11301 Bullis Road
Lynwood, CA 90262
TEL (310) 603-0220, Ext 319
mflores@lynwood.ca.us

TO CONTRACTOR:

Marco Soto
VP Marketing and Public Affairs

Administrative Services Cooperative,
Inc., DBA Fiesta Taxi
2129 W. Rosecrans Avenue
Gardena, CA 90249
TEL (310) 715-1968
msoto@layellowcab.com

6.18 **Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

6.19 **Complete Agreement**. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. In the event of conflict between any of the documents constituting this Agreement, the Agreement shall prevail over any other documents. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s). Changes to any portion of this Agreement shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6.20 **Waiver**. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect.

6.21 **Conflict of Interest**. The CONTRACTOR represents that no CITY employee or official has a material financial interest in the CONTRACTOR's business. During the term of this Agreement and/or as a result of being awarded this contract, the CONTRACTOR shall not offer, encourage or accept any financial interest in the CONTRACTOR's business by any CITY employee or official.

ARTICLE 7
Operating Performance Standards

7.1 **Complaints**. All complaints, whether received by CITY or CONTRACTOR, shall be responded to by the CONTRACTOR within four (4) business days of CONTRACTOR'S receipt of the complaint, both written and verbal. The response shall be in writing and shall specifically address the complaint and explain the reason for the events which precipitated the complaint. A copy of each letter sent by CONTRACTOR responding to the complaints shall be sent to CITY.

7.1.1. **Response**. CITY and CONTRACTOR shall investigate and document all complaints or citizen concerns as part of program administration by collecting and sharing as much pertinent information regarding the complaint and the circumstances surrounding the complaint. The CONTRACTOR shall provide the CITY with appropriate documentation and justification on all complaints that CONTRACTOR feels are unwarranted or that have extenuating circumstances. The CITY shall determine appropriate actions to be taken as a result of complaints with the cooperation of the CONTRACTOR.

7.1.2. **Contractor Contact Information**. CONTRACTOR shall provide a Customer Service telephone line which shall be a toll-free call from anywhere within the CITY of Lynwood to provide information and take dial-a-ride service requests. Contractor must provide a toll-free call box at the Lynwood Senior Center that visitors can use to call for a ride. Contractor shall pay for the monthly phone line service cost. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the CITY and logged on a mutually agreed upon complaint form and referred to the CONTRACTOR who shall respond the next working day with a description of any follow-up action taken or anticipated. CONTRACTOR must have a facsimile machine compatible with the CITY's and email capabilities.

7.1.3. **Report**. Operational problems, accidents, incidents and passenger complaints and any actions taken regarding these events shall be reported immediately to City for follow-up with the Contractor to confirm that the problem has been investigated and corrected and/or resolved. Passenger complaints related to safety or serious operational deficiencies shall be reported by phone to the CITY no later than the next working day following CONTRACTOR's receipt of the complaint.

7.2 **Penalties for Performance Deficiencies.** Penalties will be assessed by City in the following categories: on-time performance, shared rides, customer complaints, administration, driver appearance and maintenance. Nonperformance by

CONTRACTOR and/or serious violation of service standards will result in assessment of penalties up to and including termination of contract. All liquidated damages assessed against the CONTRACTOR will be deducted from the monthly invoices by the same amount. The CITY's Director of Recreation and Community Services shall maintain the right to assess liquidated damages against CONTRACTOR, as set forth below, based on CONTRACTOR's failure to meet the established standards. Circumstances beyond the control of the CONTRACTOR, causing the CONTRACTOR to fail to comply with the stated performance requirement, will be considered as just cause on the part of the CITY not to assess liquidated damages against the CONTRACTOR, at City's sole discretion.

7.2.1 **Shared Ride** - when more than one qualified passenger shares the same pick up and destination points and CITY is only billed for one rider

The standard shall be to maintain 15% of the rides as shared rides.
Monitoring: CITY staff will verify on a weekly and monthly basis through its data reconciliation process.
Penalty: $10.00 per trip below the percentage standards described above.

7.2.2 **Driver Appearance**

The standard shall be ensuring all operators are in the required uniform and are well-groomed while operating the Services.

Monitoring: City spot-checks and customer complaints.

Penalty: $20 per incident after second violation involving the same driver.

7.2.3 **Customer Complaint**

The standard shall be to maintain less than three preventable customer complaints (as determined by CITY) per month with 100% CONTRACTOR compliance for written responses within four business days.

Monitoring: CITY monitors complaints on a daily basis.

Penalty: $25 per preventable complaint if the CITY receives three (3) or more verified complaints per month in excess of the standard.

All service complaints including, but not limited to; missed pick ups, late pick ups (more than 20-minutes past the scheduled pick up time), inappropriate advertising or graffiti, and rude behavior (including asking for or demanding tips), whether written or verbal, shall be reported to the CITY.

7.2.4 **Trip On-Time Widow**.

The standard shall be to provide the required or scheduled services within a 20 minute on-time window.

Monitoring: CITY staff will verify on a weekly and monthly basis through its data reconciliation process.

Penalty: $25 for each occurrence below the 90% on-time standard

7.2.5 **Maintenance/Cleanliness of Vehicles**.

Vehicles are to be properly maintained, fully operable, body-damage free, road-worthy, & clean while in service.

Monitoring: CITY road spot-checks and customer complaints.

Penalty: $50/vehicle per incident of in-service vehicle not meeting cleanliness, body-damage free standards if such condition continues to exist following at least 5 days' prior written notice by the CITY of the condition.

7.3.7 Vehicle Air-Conditioning

Vehicles shall be maintained so that air-conditioning is operational on all vehicles used in pull-out.

Monitoring: CITY spot-checks and customer complaints.
Penalty: $50/vehicle per incident of vehicle being operated in-service with inoperable air-conditioning.

ARTICLE 8
Materials/Vehicles to be provided by Contractor

8.1 **Marketing/Public Outreach:**

8.1.1 CONTRACTOR must refer all media requests (i.e. interviews, TV news appearances, telephone conferences) to the CITY and may not provide any information without prior approval by the CITY.

8.1.2 CONTRACTOR shall cause drivers and supervisors to cooperate and comply with reasonable requests by the CITY to distribute notices, schedules or other promotional materials to passengers in connection with the services

provided. The CITY may also request CONTRACTOR's personnel to collect data from passengers by handing out survey forms.

8.1.3 CONTRACTOR shall participate in CITY's special events as requested by CITY. These events may require CONTRACTOR to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding CITY's transit services.

8.1.4 CITY may request "special" services from the CONTRACTOR from time to time to accommodate staff or residents to a specific location for a specific event. CITY will provide the Contractor with a minimum of one week advanced notice. CITY will pay the service at the stipulated meter rate as set forth under this Agreement.

ARTICLE 9
Operating During a Declared Emergency

9.1 **Transportation Assistance**. Upon declaration of any emergency by the City Council or CITY Manager or his designated representative, CONTRACTOR may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, CONTRACTOR shall make available all program vehicles to CITY, report to a designated CITY parking area immediately and deploy vehicles in a manner described by City Manager or his designee as part of CITY's Emergency Response Plan.

9.2 **Costs**. The CITY shall be obligated to compensate CONTRACTOR for services which significantly exceed the normal expense of operating the service during such period of declared emergency. CONTRACTOR shall be required to document and maintain all emergency-related services as requested by CITY and provide these documents to CITY at the declared conclusion of the emergency.

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

CITY

CITY OF LYNWOOD, a municipal corporation

By: _____
, Mayor

ATTEST:

By: _____
Maria Quinonez, City Clerk

APPROVED AS TO CONTENT:

By: _____
J. Arnoldo Beltran, City Manager

APPROVED AS TO FORM:

By: _____
David A. Garcia, City Attorney

CONTRACTOR:
Administrative Services Cooperative, Inc.: a California corporation qualified to do business in California

By: _____
Marco Soto, VP Marketing and Public Affairs

EXHIBIT "A"
SCOPE OF WORK

Throughout the Term of this Agreement, CONTRACTOR's Services shall conform to the following requirements.

1. **Demand-Response System** (Dial-a-Ride or DAR):

A. **Provide transportation to eligible CITY residents.** CONTRACTOR shall provide trips for both same-day service as well as trips being scheduled one or more days in advance.

B. Eligible users for Dial-a-Ride are only the CITY's senior and disabled population. For the purposes of this program, "Seniors" are defined as Lynwood residents that are age 65 years or older. Eligible users must be registered with City of Lynwood Department of Recreation and Community Services. CITY will provide eligible users with appropriate identification as such, in a means reasonably agreeable to CONTRACTOR and CONTRACTOR shall require such identification as a condition of providing transport services at the time of pick-up.

C. **Hours of Service.** Demand-response service shall be available 24-hours per day, seven days per week including holidays. CITY may, at its sole discretion, reduce the hours of service upon ten (10) days written notice to the CONTRACTOR.

D. **Fare Level.** Dial-a-Ride users shall pay a set fare per trip, as determined by the City, at its sole discretion.

E. **Cost of Service.** Meter rates shall remain at the levels set by Los Angeles County for the term of the Agreement.

F. **Service Area.** Contractor will pick-up and transport eligible Dial-a-Ride passengers upon telephone request 24-hours per day, seven days per week (including holidays) within the boundaries of the City of Lynwood and the following stated locations for medical purposes only:

- Rancho Los Amigos Hospital, Downey
- Downey Regional Medical Center/PIH
- Rancho Los Amigos Hospital-Downey
- Kaiser Permanente Medical Center, Downey
- Martin Luther King Medical Center, Los Angeles

Additional locations may be approved in writing by the Director of Recreation and Community Services to meet changing transit needs.

G. **Shared Ride Service.** CONTRACTOR will offer a round-trip service Monday through Friday from 9:00 a.m. to 11:00 a.m. and again from 1:00 p.m. to 3:00 p.m. to registered Lynwood seniors from their homes to the Lynwood Senior Center as a shared-ride for the sole purpose of participating in the Lynwood Senior Nutrition Lunch Program. The service will be operated as a shared ride, in which more than one passenger is picked up.

DAR participant accompanying a Dial-A-Ride participant and sharing the same pick-up point and destination shall not be charged a fee. Likewise CONTRACTOR shall not bill CITY for any such companions' rides. In the event that a DAR participant shares a ride or portion of a ride with another DAR participant, CITY shall be billed for only one rider during that portion of the trip where more than one DAR participant is in the vehicle.

Nutrition Lunch Program will not operate on the following Holidays:

Veteran's Day
Thanksgiving Day (Thursday and Friday)
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day

H. **Call Center – Service Hours.** Dispatching and telephone reservation lines shall be available 24-hours a day, seven days per week (including holidays). Contractor shall provide a dedicated toll-free number that residents can use to call for service. In addition, Contractor shall install a toll-free call box at the Lynwood Senior Center that residents can use to call the dispatch center during regular business hours. Dispatch personnel shall take scheduling of trips for a standing pick-up for the same time daily or weekly as well as take reservations for a trip up to two (2) months in advance, specifying the time of pick-up and destination for a one-time only trip. CONTRACTOR shall maintain a list of said appointments at its dispatch facility and provide said list to CITY, as requested.

2. Operating Standards:

A. **Management and Control**. CONTRACTOR shall coordinate, manage, and control all necessary program activities which shall include: operating the services, vehicle maintenance and management of personnel; providing driver

and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

B. **Exclusive Use**. CONTRACTOR shall not enter into agreement with any other party for use of equipment or personnel involved in the provision of this service without the approval of the CITY.

C. **Contractor's Personnel and Subcontractors**

1. CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees, and any of its subcontractors (i.e. independent drivers, third party taxicabs as supplement used for Contractor's fleet), as required herein and per performance standards established by CITY from time-to-time in writing and provided to CONTRACTOR. CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits, and all subcontractors' costs. Without any additional expense to CITY, CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. Upon request, CONTRACTOR shall provide to CITY its personnel policy regarding reimbursement for sick leave, holiday and vacation pay, wage scales, overtime policy, and maternity leave policy. CONTRACTOR'S personnel policy shall be in conformance with all applicable State and Federal laws.

2. CITY shall have the right to demand removal from the program, for reasonable cause, any personnel and any vehicle furnished by the CONTRACTOR. The CITY must be notified promptly of new hires or reassignments of program personnel or sub-contractors.

3. CONTRACTOR shall hold CITY harmless from any Claims, as defined in, and per the requirements of Section 6.8 of this Agreement, from alleged violations of personnel practices, or any Claims asserted by any subcontractor arising from or in any way related to services rendered in connection with this Agreement.

4. Training and performance standards for all personnel shall be in compliance with those standards and practices outlined in the attached CONTRACTOR's proposal. CITY may, at its discretion, require additional training practices or standards for the CONTRACTOR's personnel if it is found that the proposed practices are not achieving CITY's expectations.

3. Vehicle Operator Qualifications:

A. **Background Check and Qualifications**. All taxi operators must have a valid Lynwood Taxicab Driver's Permit, must pass a criminal background check and must have a valid California Class C Driver License. CONTRACTOR shall register with the Department of Justice ("DOJ") and, at CONTRACTOR'S sole cost, secure DOJ background checks for all CONTRACTOR'S taxi operators and provide CITY with verification that each taxi operator does not have any criminal history, as described below. CONTRACTOR shall comply with the hiring standards listed in its proposal including its background check policies and procedures. All vehicle operators must meet the minimum standards listed below.

- Not have been convicted of any felony or of a misdemeanor involving dishonesty, theft, vandalism, violence or moral turpitude. Background checks must include submittal of fingerprints to the DOJ.
- Not have been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or/and not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
- Shall have no record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs. A driver shall maintain current enrollment in the controlled substance and alcohol testing program authorized for the taxicab operator. More than one test failure for drug and/or alcohol use within a twelve-month period shall be considered excessive and shall disqualify the driver and will not be allowed to operate the City's service
- Not be subject to outstanding warrants for arrest.
- Be able to read, write and speak English. Bilingual skills in Spanish are highly desirable.
- Have a thorough knowledge of the service area street network.
- Be neat and clean in appearance.
- Driver shirt/blouse shall have company logo; remain clean and do not appear old or worn out.
- Maintain sensitivity to passengers' needs, including assisting passengers upon their request.
- Able to handle complaints and problems as required.

B. **Operational Procedures Training**. Vehicle operators must be trained in all operational procedures relating to the taxi/DAR system, as required under this Agreement. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the CITY of Lynwood, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act.

C. **Equipment Training**. Vehicle operators shall be trained to operate their respective vehicles, wheelchair ramps, and securement systems, as well as, other equipment which they may be expected to use in the Dial-a-Ride services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

D. **DMV Checks**. CONTRACTOR shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired or contracted for service and shall join the California DMV Pull Notice Program, whereby the CONTRACTOR shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the CITY's service. CONTRACTOR shall notify the CITY of the results of these checks and whatever corrective actions taken, if any.

E. **Substance Abuse Screening Policy**. CONTRACTOR shall comply with all aspects of the Federal Transportation Administration's drug and alcohol testing regulations. Testing shall include at a minimum, a pre-employment screening procedure, testing after an accident, test on reasonable suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms. In addition, CONTRACTOR shall comply with the alcohol testing certification program that is set forth in California Government Code Section 53075.5 and/or any program adopted by the CITY pursuant to said government code section. To this end, CONTRACTOR shall complete, execute and submit to CITY, concurrently with its execution of this Agreement, Exhibit "B" attached hereto certifying that CONTRACTOR will comply with Government Code Section 8355 in providing a drug-free workplace.

4. Vehicles/Equipment

A. **Service Level**. CONTRACTOR has a fleet of taxi cabs, sedans, and other accessible vehicles. The combined fleet is sized to meet all demands of the City.

B. **Radios**. CONTRACTOR, at its sole expense, shall provide two-way radios in each vehicle that will allow for the timely and efficient dispatching, coordinating and responding to service calls.

C. **ADA Accessible Vehicles**. CONTRACTOR will insure that an ADA accessible vehicle will be dispatched to all calls that require ADA accessibility, to meet the same equitable performance standard of 20 minutes or less response time.

5. Vehicle Maintenance/Inspection

A. **General Requirements**. CONTRACTOR shall maintain and operate all CONTRACTOR-owned vehicles at its sole cost and expense, and CONTRACTOR shall pay all costs relating to maintenance, insurance, fuel, driver's wages, taxes, fringe benefits, uniforms, licensing, dispatching, radio equipment, training, supervision, management, service monitoring, and vehicular accident reporting. All such liability shall be the sole responsibility of CONTRACTOR. CONTRACTOR shall assure that CONTRACTOR owned vehicles meet all applicable codes and laws for operating general public paratransit on public streets and highways in California.

B. **Vehicle Condition**.

i. All Dial-a-Ride taxi vehicles shall be in "Excellent" condition. "Excellent" condition means that the vehicle looks clean and neat, without damage or stains inside and out, is in excellent mechanical condition and needs no reconditioning. It shall pass a smog inspection and have a current registration. Prior to beginning service under this Agreement each vehicle assigned to the CITY shall be inspected and certified by an independent mechanic or inspection company. The engine compartment should be clean, with no fluid leaks. The paint shall be glossy and the body and the interior free of any wear or visible defects. There is no rust. The tires are proper size and have minimum tread depth standards as specified by the DOT. CONTRACTOR shall assume all responsibility for the proper maintenance of the vehicles. CITY reserves the right to remove from service any vehicle that does not meet its appearance, cleanliness and operating/mechanical standards.

ii. At all times, CONTRACTOR shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic and all other operating systems and components in proper working condition, free from damage and malfunction. CONTRACTOR shall replace and repair immediately any vehicle damaged, in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

iii. Recognizing that the safety of the passengers is paramount, CONTRACTOR shall not:

1) Install mismatched size tires or pair tires in duals with significantly different wear.
2) Perform partial brake relines without determining the cause of abnormal or premature wear.
3) Replace a dead battery without testing charging system to ensure the battery will not go dead due to system

malfunction.

4) Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections.

5) Allow any reported wear item to go un-repaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.

iv. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. Preventive maintenance inspections and servicing shall occur not less than every 3,000 miles or thirty days, whichever is less. A record of all such inspections shall be kept by CONTRACTOR and made available to the CITY.

v. Inspection of each vehicle shall be completed after its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems (if applicable), wheelchair ramps and exit doors are in proper operating condition. Additionally, Dial-a-Ride taxi vehicles shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicles' clean appearance. Floors shall be free of stains, paper or other debris, gum or other sticky substances. Windows shall be free of dirt, dust, smudges, hand prints or fingerprints, exterior and interior. Dashboards, wheel wells, rails and ledges shall be kept clean, dirt and grease free. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis. Wheelchair ramps shall be kept clean and in good repair. All graffiti must be removed each day so that no vehicle leaves the storage facility with any graffiti. Etching on windows must be removed and replaced as soon as practical but no later than one month from the date of occurrence.

vi. CONTRACTOR shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time from the moment a trouble call is received until a substitute vehicle arrives will be no more than 20 minutes.

6. Applicable Codes and Requirements/Policies

A. **Safety of Vehicles**. All vehicles used for Lynwood services shall be safe for operation on public streets and meet all the appropriate requirements in the

California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the Federal Vehicle Safety Standards and the California Code of Regulation, Title 13. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations.

B. **License and Fees**. CONTRACTOR shall pay for all applicable license fees for drivers, other personnel and vehicles; this includes obtaining Taxicab Business Permits from the CITY and complying with all of the provisions of City of Lynwood Municipal Code for Licensing and Business Regulations for Taxicabs 4-32.1 through 4-32.55.

C. **Driver Safety Program**. CONTRACTOR shall have an on-going Driver Safety Program that promotes and rewards safe driving.

D. **No Smoking Policy**. CONTRACTOR shall have a No Smoking Policy for all vehicles at all times regardless of whether or not there are any passengers in the vehicles.

E. **Fare and Tipping Policy**. CONTRACTOR shall develop a Fare and Tipping Policy to insure that drivers shall not accept tips or other forms of gratuities. CONTRACTOR shall also have a policy that drivers will automatically be terminated for accepting tips. Additionally, to prevent any real or perceived potential conflict of interest, an abuse or otherwise improper use of the Dial-A-Ride Program, and/or the submission of inaccurate invoices by CONTRACTOR to CITY, CONTRACTOR shall not provide monetary compensation or other benefits and incentives to its employees or subcontractors, directly or indirectly, to encourage ridership of persons who are not otherwise eligible and authorized participants for the Dial-A-Ride program.

7. Personnel Requirements

A. **Maintenance Staff**. CONTRACTOR shall supply a sufficient number of properly qualified personnel to maintain and service all CONTRACTOR-provided equipment used for the CITY's service. CONTRACTOR shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. CONTRACTOR shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment.

B. **Dispatching and Service Information Personnel.** Contractor's personnel must be knowledgeable on Dial-a-Ride communications equipment, patron service requirements, and be familiar with the street network in the City of Lynwood and surrounding community service area. In addition, the dispatcher and/or reservation takers shall be bilingual in Spanish and English.

D. **Resident Hiring**. CONTRACTOR shall make every attempt to recruit personnel engaged in the operation of this service from the City of Lynwood, if at all possible.

E. **Supervision**. Supervision of the day-to-day operations of the Dial-a-Ride program shall be vested in the CONTRACTOR. The Contractor's named project manager shall be available to City staff during regular business hours and by telephone during all hours of the operational day to make decisions, supervise staff and provide coordination as necessary. The assigned individual shall show by decision and action to be competent in all aspects of service operations.

F. **Reports**. CONTRACTOR shall provide to CITY, for each driver, upon request by CITY, copies of driver's license, updated training reports as well as Department of Motor Vehicle reports.

8. Operational Emergencies. CONTRACTOR shall be responsible for the enforcement of policies with regard to operational emergencies. The CITY may revise or establish additional policies. CONTRACTOR shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

Accidents. CONTRACTOR shall require all vehicle operators to report any accident or incident involving the vehicle to the CONTRACTOR's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to CITY by telephone immediately. Both the operator and supervisor will complete an accident report approved by CITY with copy to CITY no later than the start of the next service day. CONTRACTOR shall submit all accident-related reports to the DMV as required.

9. Reporting Requirements

A. **City and Legally-Required Reports**. CONTRACTOR shall submit all reporting documents as required and at the frequency established by CITY. These shall include, but not be limited to: monthly statistical reports submitted with monthly invoicing, drivers' logs and office logs for dates requested for the purpose of documenting on-time performance standards. CONTRACTOR shall also submit written reports as requested by CITY for specific purposes. CONTRACTOR shall provide a Federal Transit Administration National Transit Database Report (Formerly known as Section XV) to the Metropolitan Transportation Authority (MTA). CONTRACTOR shall be liable for the cost of any funding penalties due to the failure to comply with this reporting requirement.

B. **Grants**. The CITY may also request and require CONTRACTOR's assistance in applying for grants and funding opportunities to support or improve this service program. Unless otherwise stipulated or required by the granting agency, all funds received from grants received, National Transit Database (NTD) subsidy and other sources for the purpose of supporting or supplementing this program become property of the CITY, who, at its sole discretion, shall determine how best to use those funds.

C. **Passenger and Trip Logs**. Daily passenger and vehicle trip logs shall be maintained by drivers and shall include, but not be limited to, the following: Driver name and vehicle number; total daily passenger counts; no-shows and cancellations; fare type, if applicable; passenger name, telephone number, pick up and drop off addresses; passenger pick up and drop off times; passenger trip type by category (i.e. civic center, shopping, medical); mileage recorded for each passenger pick-up and drop-off as well as daily mileage by vehicle, including starting and ending mileage for the day.

D. **Monthly Summaries**. A monthly summary shall be attached to the CONTRACTOR'S billing invoice and shall include the following: Passenger data by fare category or trip type; total vehicle miles and revenue miles; total vehicle hours and revenue hours; passengers per hour; miles per passenger; fares collected; no-shows and cancellations; response to passenger complaints; accident or incident investigation findings. Information shall be broken down by day.

E. **Audit**. CITY may annually perform an audit following procedures and methodology approved by the City's Finance Department for review and audit of Franchisee's financial records in connection with this Agreement ("Agreed Upon Procedure") of CONTRACTOR'S invoices, books and records. Should the CITY'S performance of Agreed Upon Procedures disclose that the CONTRACTOR overcharged CITY by three percent (3%) or more, or that customers were overcharged by three percent (3%) or more, for the period under review, CONTRACTOR shall pay for the cost of CITY'S performing the Agreed Upon Procedures in addition to reimbursing the CITY for the overpayment.

F. **Payments and Refunds**. Should the performance of an Agreed Upon Procedure by CITY disclose that CONTRACTOR overcharged the CITY for the period under review, CONTRACTOR shall pay to CITY any such overpayments. Should the performance of an Agreed Upon Procedure by CITY disclose that CITY was undercharged, CITY shall promptly pay to CONTRACTOR the amount of the underpayment.

[REPLACE THIS PAGE WITH CONTRACTOR'S EZTransport SWIPE CARD PROPOSAL]

EXHIBIT "C"

CERTIFICATION OF DRUG-FREE WORKPLACE

I, _____, hereby certify on behalf of
(Name of authorized official)
_____that the CONTRACTOR
(Name of company)

named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-free Awareness Program, as required by Government Code Section 8355(b), to inform employees all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:
I, _____, hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20 _____

By _____
(signature of authorized official)

_____
(title of authorized official)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT **AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Agreement/ License/ Permit No. or description:

Indemnitor(s) ("**CONTRACTOR**") **Administrative Services Cooperative Inc. a California Corporation qualified to do business in California**

Indemnitee(s) ("**CITY**"): **CITY OF LYNWOOD, its elected officials, officers, attorneys, agents, employees, volunteers, successors and assigns**

CONTRACTOR agrees that **CITY** should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to a claim or liability arising in connection with the performance of this Agreement. Accordingly, **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any such cost, loss or injury, except for liability attributable to the **CITY'S** active negligence. **CONTRACTOR** acknowledges that **CITY** would not enter into this Agreement in the absence of this commitment from **CONTRACTOR** to indemnify and protect **CITY** as set forth here. All obligations under this provision are to be paid by **CONTRACTOR** as they are incurred by the **CITY**.

Without affecting the rights of **CITY** under any provision of this Agreement or this section, **CONTRACTOR** shall not be required to indemnify and hold harmless **CITY** as set forth above to the extent that liability is attributable to the negligence of **CITY**, provided such negligence is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where and only to the extent that the **CITY** is shown to have been negligent. Furthermore, in those instances where **CONTRACTOR** is solely or partially at fault or in instances where the **CITY'S** negligence accounts for only a percentage of the liability involved, **CITY** will be indemnified to the extent that the liability is judicially determined to be attributable to the conduct of **CONTRACTOR**.

The obligations of **CONTRACTOR** under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar act. **CONTRACTOR** expressly waives its statutory immunity under such statutes or laws as to **CITY**, its employees, agents and officials.

CONTRACTOR 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 **CONTRACTOR** in the performance or subject matter of this Agreement. In the event **CONTRACTOR** fails to obtain such indemnity obligations from others as required here, **CONTRACTOR** agrees to be fully responsible according to the terms of this section.

Failure of **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 **CITY** as set forth herein is binding on the successors, assigns, or heirs of **CONTRACTOR** and shall survive the termination of this Agreement or this section.

Payment is not required as a condition precedent to **CITY**'S right to recover under this indemnity provision, and an entry of judgment against **CITY** shall be conclusive in favor of the **CITY**'S right to recover under this indemnity provision. **CONTRACTOR** shall pay **CITY** for any attorneys' fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements which may extend to **CITY**.

CONTRACTOR, on behalf of itself and all Parties claiming under or through it, hereby waives all rights of subrogation and contribution against the **CITY**, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of **CONTRACTOR** regardless of any prior, concurrent, or subsequent active or passive negligence by the **CITY**.

CONTRACTOR (Indemnitor): Administrative Services Cooperative Inc., a California corporation qualified to do business in California.

By: _____

Marco Soto, VP Marketing and Public Affairs

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Raul Godinez II, P.E. Director of Public Works/City Engineer
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Contract Amendment with Advantec Consulting Engineers for Bullis Road, Street Improvement Project; Platt Avenue to Martin Luther King Jr. Boulevard, Street Improvement Design Project Project No. 4011.67.964

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 ADVANTEC CONSULTING ENGINEERS FOR COMPLETION OF DESIGN SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $28,090 FOR THE BULLIS ROAD STREET IMPROVEMENT PROJECT, PHASE I AND PHASE II, PROJECT NO. 4011.67.964; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

Background:

On August 16, 2011 the design contract for Bullis Road, Street Improvement Project was awarded to Advantec Consulting Engineers, Resolution No. 2011.190, in the amount of $59,620. On November 2012, the City approved an amendment to the original contract for additional engineering services in the amount of $14,850, which brought the total contract amount to $74,470.

The contract included the removal of the existing concrete pavers in front of the Civic Center and the placement of new asphalt pavement, construction of 2 new catch basins, concrete sidewalks, landscape median improvements with new irrigation system, monument sign, new street lighting and walkway lighting and other improvements.

On February 3, 2015, the City Council approved a 120 day contract time extension to complete the design of phase II.

AGENDA ITEM 17

Discussion & Analysis:

Construction on Bullis Road, from Platt Avenue to north of Martin Luther King Jr. Boulevard, was not completed in its entirety. In April 2014, the construction on Bullis road was halted and only 30 percent of the construction was done.

Phase II of Bullis Road is interconnected with the completion of Phase I. Since Phase I was never completed, the City adopted a plan to combine both phases of the project. This procedure requires the consultant to develop an As-Built for the existing condition of phase I and tie in the design work for the second phase of the project.

In addition, part of phase I of Bullis Road is to construct certain improvements which will be part of the construction of the new Annex building. The improvements are to construct new driveway approach that is leading to the building, remove existing safety light and pull box, relocate existing Southern California Edison Vault, remove existing Street light cabinet and install new electrical cabinet at another location. These improvements were never completed and the City has requested from Advantec to provide a cost to design all these aforementioned improvements. Advantec has provided a cost proposal for these specific improvements in the amount of not to exceed $4,000.00. (See attached proposal).

The City also requested from Advantec to combine both phases of the project into one phase. Advantec has provided a design cost to combine both phases for an amount not to exceed $24,090 (see attached proposal), to a total combine design cost of $28,090.

Staff is recommending the approval of the contract amendment to Advantec in the total amount not to exceed $28,090.

Staff has contacted Metropolitan Transportation Authority (MTA) and confirmed that the Bullis Road design cost is eligible to be paid by Prop. C

Fiscal Impact:

The project is funded by Prop C Fund, Account No. 4011.67.964.

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 ADVANTEC CONSULTING ENGINEERS FOR COMPLETION OF DESIGN SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $28,090 FOR THE BULLIS ROAD STREET IMPROVEMENT PROJECT, PHASE I AND PHASE II, PROJECT NO. 4011.67.964; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on August 16, 2011 the design contract for Bullis Road, from Platt Avenue to Martin Luther King Jr. Boulevard, Street Improvement Project was awarded to Advantec Consulting Engineers, Resolution No. 2011.190, in the amount of $59,620; and

WHEREAS, on November 2012, the City approved an amendment to the original contract for additional engineering services in the amount of $14,850; and

WHEREAS, the original contract with Advantec Consulting Engineers expired on January 27, 2012 and on February 3, 2015, the City Council approved a contract time extension; and

WHEREAS, in April 2014, the construction of phase I on Bullis road was halted and only 30 percent of the construction was done; and

WHEREAS, since Phase I was never completed, staff recommends to combine both phases of the project; and

WHEREAS, the project is funded by Prop C Fund, Account No. 4011.67.964; which is more than adequate to cover the design costs.

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 amends the existing agreement with Advantec Consulting Engineers for design services in the amount not to exceed $28,090 for the Bullis Road, from Platt Avenue to Martin Luther King Jr. Boulevard Street Improvement Design Project, Project No. 4011.67.964.

Section 2. That the Mayor is authorized to execute the agreement between the City and Advantec Consulting Engineers 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 December 2016.

Maria T. Santillan-Beas
Mayor

ATTEST:

María Quiñónez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

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

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

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

AYES:

NOES:

ABSENT:

_____
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

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

Dated this _____ day of _____, _____.

_____
City Clerk, City of Lynwood

CONTRACT AMENDMENT No. 2
FOR ENGINEERING DESIGN SERVICES
TO
ADVANTEC CONSULTING ENGINEERS

WHEREAS, on August 16, 2011 the design contract for Bullis Road, from Platt Avenue to Martin Luther King Jr. Boulevard, Street Improvement Project was awarded to Advantec Consulting Engineers, resolution No. 2011.190, in the amount of $59,620; and

WHEREAS, on November 2012, the City approved an amendment to the original contract for additional engineering services in the amount of $14,850; and

WHEREAS, in April 2014, the construction on Bullis road was halted and only 30 percent of the construction was done; and

WHEREAS, since Phase I was never completed, staff recommends to combine both phases of the project; and

WHEREAS, the City by its council is now intent in completing the design improvement and close off the project.

NOW, THEREFORE in consideration of mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. The term of this new Agreement is extended and all tasks relating to the completion of the street improvement design are extended for a period of 6 months.

2. That the City Council hereby amends the existing agreement with Advantec Consulting Engineers for design services in the amount not to exceed $28,090 for the Bullis Road, from Platt Avenue to Martin Luther King Jr. Boulevard Street Improvement Design Project, Project No. 4011.67.964.

3. All other terms and conditions of said Agreement dated August 16, 2011 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: _____
Advantec Consulting Engineers

ADVANTEC Consulting Engineers

November 17, 2016

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Attn: Elias Saikaly

SUBJECT: Proposal to provide Engineering Design Plans for the Bullis Road Access Driveway 160' south of Harriet Tubman Walkway, City of Lynwood, CA.

Dear Mr. Saikaly:

ADVANTEC Consulting Engineers, Inc. **(ADVANTEC)** is pleased to submit this proposal to the City of Lynwood to prepare Engineering Design Plans for the Bullis Road access driveway. We are very excited about this opportunity and are committed to providing you with the quality services that you expect.

The City of Lynwood and Advantec Consulting Engineers, discussed the access driveway along Bullis Rd. 160' south of Harriet Tubman Walkway. This driveway originally designed by Advantec however, the project went on hold. This driveway is now designed and ready to be constructed per another contract, however, there are electrical equipment hindering the construction of the driveway.

Advantec has identified an SCE Vault, Type III Service cabinet, traffic signal pull box and a street light pole at the driveway. The existing equipment will need to be relocated or removed from the driveway area.

Advantec will assist the City in the preparation of the Southern California Edison process for electrical service at the service cabinet, as well as, any small revisions.

Advantec will prepare Two engineering plan sheets (Title and Design) to show the relocation and/or removal of the existing equipment.

This scope of work does not include construction support.

Our not-to-exceed time and materials fee to provide the above services is $4,000.

We thank you for the opportunity to offer our proposal for this effort and we look forward to continuing our excellent relationship with the City of Lynwood.

Respectfully submitted,
ADVANTEC Consulting Engineers, Inc.

Tracy Moriya
Principal

21700 Copley Drive ♦ Suite 350 ♦ Diamond Bar ♦ CA 91765
Tel: (909) 860-6222 ♦ Fax: (909) 860-6722 ♦ www.advantec-usa.com

ADVANTEC Consulting Engineers

November 17, 2016

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Attn: Elias Saikaly

SUBJECT: Proposal to provide Engineering Design Plans for the Bullis Road from Platt Avenue to 220' north of Martin Luther King Jr. Boulevard, City of Lynwood, CA.

Dear Mr. Saikaly:

ADVANTEC Consulting Engineers, Inc. (ADVANTEC) is pleased to submit this proposal to the City of Lynwood to provide traffic engineering design services for your project along Bullis Road in the City of Lynwood. We are very excited about this opportunity and are committed to providing you with a quality project.

ADVANTEC Consulting Engineers is highly qualified to provide the desired services. ADVANTEC is a transportation engineering firm that offers a full range of engineering services including Civil, transportation planning, traffic engineering design, Intelligent Transportation System (ITS) studies and design, and communications planning and design. Our staff includes Registered Professional Engineers in Civil, Electrical, as well as Traffic Engineering.

Our firm's capabilities and experience include a wide range of public agency and private development planning and design services in the following areas:

- Signing and Striping Design
- Light Rail Transit Planning & Design
- ITS Studies and Design
- Street Lighting Design
- Communications Design
- Traffic Impact Studies
- Traffic Signal Design
- Traffic Signal Operations & Timing
- Work Area Traffic Control Design

This proposal was based upon the information you provided. The Scope of Services, and the proposed fee for this project are presented in the attachment to this letter.

We thank you for this opportunity to work with the City of Lynwood on this very important project and we look forward to this and future opportunities. Please contact me if you have any questions.

Sincerely,
ADVANTEC Consulting Engineers, Inc.

Tracy Moriya
Principal

21700 Copley Drive ♦ Suite 350 ♦ Diamond Bar ♦ CA 91765
Tel: (909) 860-6222 ♦ Fax: (909) 860-6722 ♦ www.advantec-usa.com

TRAFFIC ENGINEERING DESIGN
PROPOSED SCOPE OF SERVICES
For the Street Improvement Project Along Bullis Road from Platt Avenue to Martin Luther King Jr. Boulevard, Lynwood, California. PROJECT NUMBER 4011,67.905

ADVANTEC started preparing engineering plans on the above mentioned project in 2011. The project had two phases, Phase 1 and Phase 2. During the design phase this project went on indefinite hold. Advantec understands this project is ready to start up again. However, the City has requested a Scope changed. This proposal will adjust our Scope of Services, to prepare engineering plans combining Phase 1 and Phase 2.

Plans prepared for the development and reviewed by the City of Lynwood.

Phase 1:

- Street Improvement Plan - median design
- Signing & Striping Plan
- Detail Plan

Phase 2:

- Street Improvement Plans - median design and road rehabilitation
- Storm Drain design
- Drainage Detail Plan
- Street Lighting Plan
- Signing & Striping Plans
- Landscape Plans

Time has passed, and it is unclear of the existing conditions, there may be additional design parameters and adjustments in order to start this project up again, ADVANTEC's will prepare a new scope for the City of Lynwood.

Key Design Reviews

ADVANTEC will review our latest design and review the plans closely to the following but not limited to:

Access Driveway: Proposed median southbound left-turn bay to enter the driveway by the library, to the City Hall campus. Advantec will complete the plans by reviewing:

- The length for left-turn bay
- Mid-block crossing and safety
- Raised medians to restrict other movements

Pavement Options: Review the current design to match the views of the City and complete the plans while looking at:

- Durable to last
- Cost effective
- Aesthetic appearance

Water Quality and Drainage: Catch basins are located within the project. Advantec will review the Biotree well design, by Filterra. This system is to remove toxic substances such as oils and heavy metals and prevent them from contaminating the storm drain. another consideration for Green Street design, may be permeable concrete gutters/roadway. Advantec will review the plans and discuss with the City final options for Green Street design to complete the plans.

Lighting: Advantec will review and complete the street lighting plans to insure the spacing is correct as well as placement between any substructures. Advantec will prepare illumination calculations to meet illumination levels and uniformity ratio requirements.

Landscaping and Irrigation: Advantec will complete the landscape and irrigation plans. Advantec will also explore and coordinate with the City, drought tolerant planting scheme design, as well as, a weather-based irrigation control system.

SCOPE OF SERVICES

Field Review

Since time has passed and this project has been on hold, it is uncertain the existing conditions since our last field review are the same. Revisiting the site is important. ADVANTEC will revisit the existing roadways within the project limits. The roadway will be fully inspected in the field with respect to needs for completing the engineering plans. Physical street improvements, existing traffic signalization, underground or overhead utilities and obstructions, existing signing and striping, lighting standards and other relevant items would be located in the field with precision to be shown accurately on the plans. All improvement information obtained from records would also be verified in the field in conjunction with this review.

Plans Specifications and Estimates

Advantec will develop and complete the construction plans as deliverables:

Title Sheet – Show a set of general notes pertinent to the City's construction protocols, project area, summary of construction notes legend, etc.

Street Improvement Plans – Containing plan and profile of Bullis Road, replacement of brick pavers, reconstruction of curb, gutter, sidewalks, cross-gutters, curb ramps, driveway approaches as required, installation of left-turn pocket and new median. Typical scale at 1"=20'.

Storm Drain Plans – Catch basins and storm drains will contain plan and profile showing the installation of new storm drains and catch basins connecting to existing storm. Typical scale at 1"=20'. Details of drainage will also be provided.

Landscape Plans – Planting and Irrigation depicting removal of existing landscape, irrigation system and installation of others as required. Typical scale at 1"=20'.

Signing and Striping Plan – Replacement of existing traffic signs and striping associated with the new median design and pavement. Typical scale at 1"=20'.

Street Lighting Plan – Relocation and installation of street lights will consist of LED lighting and new service pedestal. Typical 1"=40'.

Specifications and Engineer's Estimates
ADVANTEC will edit the City's boilerplate specifications and furnish special provisions relevant to the work being to be done by this project. Bid item list will be incorporated matching Engineer's construction cost estimate for this phase of the project. Standard Specifications for Public Works Construction (The Greenbook) will be used as basis.

Plans, Specifications and Estimates will be submitted at 90%, 100% and Final in order to meet the City's schedule.

Project Management
The ADVANTEC team will be coordinating with the City as well as other pertinent stakeholders on a monthly basis. If requested by the City, Advantec will coordinate meetings with City representatives for the remainder of the project. Advantec anticipates 1 meeting with the City's Project Manager and representatives.

Bidding and Construction Support
ADVANTEC will assist the City during the bidding phase and provide support during construction. Pertinent as-built drawings will be prepared at the end of construction based upon contractor's marked-up plans for records. For estimation purposes, 3 RFIs and/or 2 submittal drawings are assumed.

COST PROPOSAL

ADVANTEC estimates the following effort (in hours and fee) in order to accomplish the objectives of completing the plans. All charges for services will be a "Not-to-Exceed" fee.

	Project Manager $220.00	Engineer $140.00	CAD Designer $100.00	Total Hours	Total Cost
Task Description	**Hours**	**Hours**	**Hours**		
Construction Plans					
Street Improvement Plans & Details	6	20	24	50	$ 6,520
Landscape Plans	4	12	18	34	$ 4,360
Signing & Striping Plans	1	6	6	13	$ 1,660
Storm Drain Plan & Detail	2	5	8	15	$ 1,940
Street Lighting Plans	2	5	6	13	$ 1,740
Title Sheet	1	2	2	5	$ 700
Specifications and Engineer's Estimates	1	4	8	13	$ 1,580
Project Management	12			12	$ 2,640
Support During Bidding & Construction	2	4	12	18	$ 2,200
Total Labor Costs:	31	58	84	173	$ 23,340
Direct Costs:					
Mileage					$ 150
Printing / Reproduction					$ 600
Total Direct Costs:					**$ 750**
TOTAL, NOT-TO-EXCEED FEE: (Labor + Direct)					**$ 24,090**

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Raul Godinez II, P.E., Director of Public Works / City Engineer
Elias Saikaly, P.E. Senior Public Works Manager

SUBJECT: Los Flores Boulevard Acceptance
Street Improvement Project
Project No. 4011.67.006

Recommendation:

Staff recommends that the City Council consider the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE LOS FLORES BOULEVARD, STREET IMPROVEMENT PROJET, PROJECT No. 4011.67.006 AS COMPLETE; AND AUTHORIZING THE CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION".

Background:

On August 4, 2015, the City Council awarded the Los Flores Boulevard Construction Contract; from State Street to Bellinger Street, to All American Asphalt in the amount of $516,184. The project was substantially funded by Measure R Bond in the amount of $186,293, Los Angeles County Park Maintenance Grant Fund in the amount of $240,000 and Water Fund in the amount of $75,000.

During construction on the project, while the contractor was in process of clearing and grubbing for new driveway approaches, the existing two inch water line that is located on the northerly side of street, just below the surface, started leaking. This water main line services nine residents on the northerly side of Los Flores Boulevard.

And since Los Flores Boulevard was scheduled to be paved, the City suspended the construction on the project temporarily until this issue is resolved.

On November 3, 2015, the City Council waived the City's bidding requirements and informally solicited proposals from contractors and authorized staff to negotiate the cost of replacing the two existing water main lines with one new water main line on an emergency basis.

AGENDA ITEM 18

As such, the City Council awarded the construction of the Water Main Line Project to Stephen Doreck Equipment Rentals Inc. in the amount of $210,895.

This the Water Main Line Project entails the placement of one 8 inch water main line, new fire hydrants and the installation of all services for the residents using Smart Water Meters that are equipped with radio frequency that allows the meter reader to obtain the meter reading wirelessly.

The installation of the new water line started on November 17, 2015 and it was completed on April 12, 2016.

The Street reconstruction resumed shortly after the water main line was completed.

Discussion & Analysis:

All American Asphalt has substantially completed all paving on the street and completed the construction on the median islands.

However, due to certain requirements from Southern California Edison (SCE), the contractor is still waiting for SCE to provide power to the electrical cabinet that feeds the irrigation controller for the median islands.

The Public Works Department would like to move forward with the acceptance of the Los Flores Boulevard while waiting for SCE to complete its task. Once this task is done, then All American Asphalt will make the final adjustment for the irrigation controller for automatic irrigation schedule.

The construction on Los Flores Boulevard started on September 21, 2015 and it was substantially completed on April 29, 2016 in accordance with the project plans and specifications and it is now ready for acceptance by the City Council.

Fiscal Impact:

During the course of the construction, it was necessary to make certain repairs and improvements that were part of the original contract. Three Contract Change Orders were approved and they are listed below.

The final project construction cost is $557,139.54 and the final accounting is as follows:

1. Original Contract Amount.....$516,184.00
2. Contract Change Order Amount No. 1. (Electrical Work): ...$28,087.50
3. Contract Change Order Amount No. 2.....$4,828.81
   (Water Repair and Compaction)

4. Contract Change Order Amount No. 3.....$8,039.23
   (Reconciliation of Quantities)

Final Project Construction Cost.....$557,139.54

This project is funded as follows:

1. Measure "R" Bond funds; $340,664.94
2. Los Angeles County Park Maintenance Grant Fund; $255,373.06
3. Water Fund; $75,000

Total funds available $671,038.

Coordinated With:

City Attorney's Office
Finance Department
City Clerk's Office

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE LOS FLORES BOULEVARD, STREET IMPROVEMENT PROJET, PROJECT No. 4011.67.006 AS COMPLETE; AND AUTHORIZING THE CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION

WHEREAS, on August 4, 2015, the City Council awarded the Los Flores Boulevard Construction Contract; from State Street to Bellinger Street, Project No. 4011.67.006 to All American Asphalt in the amount of $516,184, through formal bidding procedure; and

WHEREAS, Los Flores Boulevard Construction Contract; from State Street to Bellinger Street, Street Improvement Project is listed in the FY 2015-16 Capital Improvement Program; and

WHEREAS, the construction on Los Flores Boulevard, started on September 21, 2015 and it was substantially completed on April 29, 2016 in accordance with the project plans and specifications; and

WHEREAS, the project is funded with Measure R Bond Funds in the amount of $340,664.94, Los Angeles County Park Maintenance Grant Fund; $255,373.06 and Water Fund in the amount of $75,000; and

WHEREAS, the final construction cost is $557,139.54, which includes three Contract Change Orders (CCOs); first CCO is in the amount of $28,087.50; for additional electrical work for the median island irrigation system, the second CCO is in the amount of 4,828.81 for an existing water line repair and compaction of soil, and the final CCO is for reconciliation of quantities in the amount of $8,039.23 for additional improvements, to a total CCO of $40,955.54.

WHEREAS, Public Works staff conducted the final inspection on April 29, 2016 in accordance with the project plans and specifications and found that all work is complete in accordance with the project plans and specifications.

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 accepts the Redwood Avenue; from State Street to Peach Street, and Walnut Avenue; from Birch Street to Bullis Road Street Improvement Project, Project No. 4011. 68.017, as complete in accordance with contract documents and authorizes the Director of Public Works/City Engineer to process the recordation of the Notice of Completion.

Section 2. This resolution shall go into effect immediately upon its adoption.

Section 3. The City Clerk shall certify as to the adoption of this Resolution.

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

Maria T. Santillan-Beas
Mayor

ATTEST:

Maria Quinonez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

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

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, 20___, 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, 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 _____, 20___, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
City Clerk, City of Lynwood

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

PREPARED BY: Dennis McLean, Interim Finance Director
Tamu Ledbetter, Accounting Technician

SUBJECT: Authorization to Incur Expenditures Exceeding City Manager's $15K Purchasing Authority Limit for Various Vendors

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO INCUR EXPENDITURES EXCEEDING CITY MANAGER'S $15K PURCHASING AUTHORITY LIMIT FOR VARIOUS VENDORS".

Background:

Various City departments purchase office and operating supplies from Office Depot and TAJ, publication and advertising with Daily Journal and printing services with J & G Graphics and Printco. Individual department purchases are generally below the City Manager's $15K purchasing authority. However, all departments' expenditures combined may exceed $15,000 based on FY 16 actual expenditures.

Discussion & Analysis:

In order to continue uninterrupted City services in FY 17, staff requests authorization to incur expenditures for office and operating supplies; publication and advertising; as well as printing services from the vendors listed on the following page.

These current vendors accept purchase orders and agree to work within the City's purchasing policies and procedures.

LMC Section 6-3.13 (a)(3) allows for an exception to competitive bidding of any kind in open market or formal noticed procedures to purchase professional/special services if the City Council finds by 4/5ths vote of its members that such acquisition may be more economically and efficiently effected through the use of an alternate procedure.

AGENDA ITEM 19

Vendor Name	Description	Actual FY16 Expenditures	Estimated FY17 Expenditures
Daily Journal	Advertising Service	$ 17,662	$ 25,000
J & G Graphics	Printing Service	20,090	25,000
Printco	Printing Service	9,421	16,000
Office Depot	Office and Operating Supplies	20,089	26,000
TAJ	Office and Operating Supplies	28,552	32,000

Fiscal Impact:

Funds are available in various City Departments' FY 2016-17 budgets and no additional funding is requested.

Coordinated With:
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO INCUR EXPENDITURES EXCEEDING CITY MANAGER'S $15,000 PURCHASING AUTHORIZING LIMIT FOR VARIOUS VENDORS

WHEREAS, various City departments purchase office and operating supplies from Office Depot and TAJ, publication and advertising with Daily Journal and printing services with J & G Graphics and Printco; and

WHEREAS, individual department purchases are generally below the City Manager's $15K purchasing authority. However, all departments' expenditures combined may exceed $15,000 based on FY 16 actual expenditures; and

WHEREAS, to continue to incur expenditures for office/operating supplies, as well as advertising and printing services; and

WHEREAS, these vendors supply office/operating supplies, and provide advertising/printing services that are critical to the City's operations. In order to continue uninterrupted services through fiscal year 2017, City Council approval is needed to incur expenditures for the vendors listed in this Resolution.

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 authorizes Finance staff to process payments for Daily Journal, J & G Graphics, Printco, Office Depot and TAJ through the end of the fiscal year 2017 to not exceed the amounts referenced below (as indicated in the Staff Report).

Vendor Name	Description	Actual FY16 Expenditures	Estimated FY17 Expenditures
Daily Journal	Advertising Service	$ 17,662	$ 25,000
J & G Graphics	Printing Service	20,090	25,000
Printco	Printing Service	9,421	16,000
Office Depot	Office and Operating Supplies	20,089	26,000
TAJ	Office and Operating Supplies	28,552	32,000

Section 2. The City Council hereby approves by a 4/5 vote, per Lynwood Municipal Code section 6-3.13(a)(3), dispensing with any bidding requirements for purchases that may be more economically and efficiently effected through the use of the recommended alternate procedure, purchases of the supplies described in Section 1 above in light of the wide variety of supplies involved.

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 December 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

Alma Martinez
City Manager

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 6th day of December 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
Maria Quinonez, City Clerk

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and forgoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated. Dated this 6th day of December, 2016.

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Raul Godinez II, P.E., Director of Public Works / City Engineer
Elias Saikaly, P.E. Senior Public Works Manager

SUBJECT: Josephine Street Acceptance
Street Improvement Project
Project No. 4011.68.017

Recommendation:

Staff recommends that the City Council consider the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE JOSEPHINE STREET, STREET IMPROVEMENT PROJECT, PROJECT No. 4011.68.017 AS COMPLETE; AND AUTHORIZING THE CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION".

Background:

On October 6, 2015, the City Council awarded the Josephine Street Construction Contract; from Muriel Drive to Atlantic Avenue, to Bannaoun Engineers Constructors Corp. in the amount of $725,725.72. The project was substantially funded by Measure R Bond and section of Josephine Street, from Second Street to Atlantic Avenue was funded by Proposition C.

This project entails the rehabilitation of the street pavement, damaged curbs and gutters, driveway approaches, sidewalks, wheelchair ramps, pavement striping and signs.

During the course of construction, the City encountered numerous hurdles from the contractor which prompted the City to contact the surety company in attempt to resolve these issues.

On November 5, 2015, a pre-construction meeting was held and a notice to proceed was issued to Bannaoun Engineers Constructors Corp. ("Bannaoun") instructing it to commence work no later than November 23, 2015 and to complete the construction within fifty (50) working days as specified in the contract documents. On February 09

AGENDA ITEM 20

2016, because the City was greatly concerned with Bannaoun's untimely performance, notified Bannaoun that it had spent 72% of the contractual time and accomplished only less than 7% of the tasks on the Street Improvement Project. Bannaoun was requested to submit a new recovery schedule by February 12, 2016 with the stipulation that failure to do so would place Bannaoun Engineers Constructors Corp. in breach of agreement, and would force the City to consider all legal remedies available to ensure that the work is completed by the contract completion date. The City also expressed the danger of losing Federal Funds on the project if work is not completed on the specified schedule.

Bannaoun submitted the new recovery schedule with a commitment to finish the project by April 11, 2016.

As of March 28, 2016, Bannaoun Engineers Constructors Corp. has spent 142% of the contract time, while accomplishing and billing for less than 20% of the value of work. Bannaoun did not report to work from March 21st thru 25th, 2016, apparently abandoning the project or, at least, failing to abide by the completion schedule in a reasonable manner. The project was not on a reasonable timetable to be substantially complete by April 11, 2016. Accordingly, the City notified Bannaoun that it was in default, and requested that Bannaoun take the following steps with reference to the Project: (a) Discontinue all work; (b) Place no further orders for materials, equipment, services or facilities, and enter into no further subcontracts.

Bannaoun was also notified of this future action, that the City Engineer would recommend to the City Council that Bannaoun Engineers Constructors Corp. be found in default and that its agreement be terminated, with reference to the Josephine Street, Street Improvement Project; Project No. 4011.68.017.

As such, Staff asked that City Council accept this report on the status of the project, acknowledging contractor performance issues and failure to complete the Josephine Street, Street Improvement Project per contract requirements.

After Bannaoun Engineers Constructors Corp. is declared to be in default, Surety providing the Performance Bond shall be requested to remedy the default pursuant to the Agreement, or shall promptly, at the City's option:

(1) Takeover and complete the Project in accordance with all terms and conditions in the Agreement;

(2) Tender the Agreement and provide a new contractor; or

(3) Permit the City to complete the Project and cover any additional costs incurred.

Discussion & Analysis:

As of today, there are several issues remain to be resolved with the contractor and are as follow;

1. Stop Notice No. 1 from All American Asphalt in the amount of $166,916.43
2. Stop Notice No. 2 from National ready Mix in the amount of $17,400.29
3. Stop Notice No. 3 from Flintridge Tree Care in the amount of $12,000.00

Total Stop Notice against Bannaoun is $196,316.72

In addition, Bannaoun has failed to submit Certified Payroll to the Department of Industrial Relations (DIR) in which a penalty can be imposed for failure to comply with the submission. The penalty to the DIR is not known at this time. Also, Bannaoun is about 62 days in Liquidated Damages ($31,000) for not completing the construction per contract documents in which the City has held from its last payment.

Bannaoun has two (2) Contract Change Orders (CCOs) with the City. The first CCO is in the amount of $15,717.49 for relocation of water valve and the second CCO is in the amount of $10,190.59 for additional street improvements; in which Bannaoun has not received payment yet.

As of today, since the money owed against the contractor is more than the money owed to the contractor, the City is withholding funds for CCO No. 2 ($10,190.59), 5% the Retention fund ($37,581.69) and contract improvements in the amount of $11,340.50 and Liquidated Damages ($31,000), to a total withholding of $90,112.78.

The construction Josephine Street from Muriel Drive to Atlantic Avenue started on November 23, 2015 and it was completed on April 30, 2016. Staff conducted the final inspection and found that all work is complete in accordance with the project plans and specifications and it is now ready for acceptance by the City Council.

Fiscal Impact:

The City is withholding funds for CCO No. 2 ($10,190.59), 5% Retention fund ($37,581.69) and Liquidated Damages ($31,000) and contract improvements in the amount of $11,340.50 to a total of $90,112.78. And the total Stop Notice against the contractor is $196,316.72.

The final project construction cost is $730,881.16 and the final accounting is as follows:

1. Amount Completed to Date..... $704,973.08

2. Contract Change Order No. 1 .....$15,717.49

1. Contract Change Order No. 2 .....$10,190.59

Final Construction Cost.....$730,881.16

This project is funded by Measure R Bond Funds and Prop. C Funds and the final distribution are as follows;

Proposition C:	$235,791.03
Measure R Bond:	$495,090.13

Coordinated With:

City Attorney's Office
Finance Department
City Clerk's Office

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE JOSEPHINE STREET, STREET IMPROVEMENT PROJECT, PROJECT No. 4011.68.017 AS COMPLETE; AND AUTHORIZING THE CITY ENGINEER TO PROCESS THE RECORDATION OF THE NOTICE OF COMPLETION

WHEREAS, on October 6, 2015, the City Council awarded the Josephine Street Construction Contract; from Muriel Drive to Atlantic Avenue, to Bannaoun Engineers Constructors Corp. in the amount of $725,725.72 through formal bidding procedure; and

WHEREAS, Josephine Street; from Muriel Drive to Atlantic Avenue, Street Improvement Project is listed in the FY 2015-16 Capital Improvement Program; and

WHEREAS, The construction Josephine Street started on November 23, 2015 and it was completed on April 30, 2016. Staff conducted the final inspection and found that all work was completed in accordance with the project plans and specifications; and

WHEREAS, three stop notices were filed with the City against the contractor and they are;

1. All American Asphalt in the amount of $166,916.43
2. National Ready Mix in the amount of $17,400.29
3. Flintridge Tree Care in the amount of $12,000.00

Total Stop Notice against Bannaoun is $196,316.72

WHEREAS, Bannaoun has failed to submit Certified Payroll to the Department of Industrial Relations (DIR) in which a penalty can be imposed for failure to comply with the submission and the City is required to withhold any payment due to contractor until the Certified Payrolls are successfully submitted; and

WHEREAS, Bannaoun is about 62 days in Liquidated Damages at $500.00 per day ($31,000) for not completing the construction per contract documents in which the City has held from his last payment; and

WHEREAS, Bannaoun has two (2) Contract Change Orders (CCOs) with the City. The first CCO is in the amount of $15,717.49 for relocation of water valve and the second CCO is in the amount of $10,190.59 for additional street improvements; in which Bannaoun has not received payment for; and

WHEREAS, money owed against the contractor is more than the money owed to the contractor, the City is withholding funds for CCO No. 2 ($10,190.59), 5% the Retention fund ($37,581.69), contract improvements in the amount of $11,340.50 and Liquidated Damages ($31,000), to a total withholding of $90,112.78.

WHEREAS, Bannaoun has received payment on contract in the amount of $658,950.95

WHEREAS, this project is funded by Measure R Bond Funds in the amount of $495,090.13 and Prop. C Funds in the amount of $235,791.03 to a total final construction cost of $730,881.16.

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 accepts the Josephine Street; from Muriel Drive to Atlantic Avenue, Street Improvement Project, Project No. 4011. 68.017, as complete in accordance with contract documents and authorizes the Director of Public Works/City Engineer to process the recordation of the Notice of Completion.

Section 2. This resolution shall go into effect immediately upon its adoption.

Section 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 6st day of December, 2016.

Maria T. Santillan-Beas
Mayor

ATTEST:

Maria Quinonez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

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

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, 20___, 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, 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 _____, 20___, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
City Clerk, City of Lynwood

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Raul Godinez, II, P.E., Director of Public Works / City Engineer
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Adoption of Plans, Contract Documents and Working Details For the Long Beach Boulevard Phase II Improvement Project Project No. 4011.67.993

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 PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT, PHASE II, PROJECT NO. 4011.67.993; AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT BIDS FOR STREET IMPROVEMENTS".

Background:

The Long Beach Boulevard Improvement Project, Phase II, from Imperial Highway to Magnolia Avenue, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Metropolitan Transportation Authority or Prop C funds.

This project entails rehabilitation of street pavement, replacement of damaged curbs and gutters, driveway approaches, sidewalks, wheelchair ramps, pavement striping and signage, new bus pads and the removal of all median islands and the replacement of new median islands , new irrigation system and traffic signals upgrade. The new median island will meet the City's water conservation ordinance and will be furnished with drought tolerant, native California plants, shrubs and trees.

The plans, contract documents, and working details of this project have been completed and are ready for adoption by the City Council.

AGENDA ITEM 21

Discussion and Analysis:

Pursuant to California Public Contract Code Section 22039 and Lynwood City Code Section 6-6.7, the City is required to adopt plans, contract documents and working details for all public projects exceeding $125,000. The breakdown for the Long Beach Boulevard Improvement Project, phase II, is as follows;

1. Street Improvement:	$2,500,000
2. Administration at 10%:	$250,000
3. Contingencies at 15 %:	$375,000
4. Inspection at 10%:	$250,000
Total Estimate	$3,375,000

Fiscal Impact:

The street improvement project is funded by MTA; Prop C. The project is included in the FY 16-17 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 PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE LONG BEACH BOULEVARD PHASE II IMPROVEMENT PROJECT, PHASE II, PROJECT NO. 4011.67.993; AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT BIDS FOR STREET IMPROVEMENTS

WHEREAS, the plans, contract documents and working details for the Long Beach Boulevard Phase II Improvement Project, Project No. 4011.67.993, from Imperial Highway to Magnolia Avenue are complete and ready for the City Council of the City of Lynwood's review, consideration and adoption; and

WHEREAS, the total estimated construction cost of said project is $3,375,000; 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

WHEREAS, the project is funded by Metropolitan Transportation Authority; Prop C Fund; and

WHEREAS, the project is ready to be advertised for the solicitation of bids.

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 Long Beach Boulevard Improvement Project, Project No. 4011.67.993, from Imperial Highway to Magnolia Ave., is in conformance with the California Environmental Quality Act (CEQA) and is categorically exempt.

Section 2. That the City Council of the City of Lynwood hereby adopts the Plans, contract documents and Working Details for the Long Beach Boulevard, Phase II Improvement Project.

Section 3. That the City Council of the City of Lynwood authorizes the solicitation of bids for the project.

Section 4. This resolution shall go into effect immediately upon its adoption.

Section 5. The City Clerk shall certify as to the adoption of this Resolution.

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

Maria T. Santillan-Beas
Mayor

ATTEST:

María Quiñónez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

David Garcia
City Attorney

APPROVED AS TO CONTENT:

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

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

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

AYES:

NOES:

ABSENT:

_____
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

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

Dated this _____ day of _____, _____.

_____
City Clerk, City of Lynwood

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

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

SUBJECT: AMENDMENT TO THE AGREEMENT WITH CCMI

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CONTRACT COMPLIANCE AND MONITORING INC. IN AN AMOUNT NOT TO EXCEED $25,000**."

Background:

In 2012, the City entered into a Grant Contract with the State of California Department of Parks and Recreation to receive $5 million in grant funds under the Proposition 84 2006 Bond Act to construct the Yvonne Burke-John D. Ham Park Community Center (Project). The Grant Contract requires the City to meet the terms and conditions of the Grant Contract and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006. One of the provisions under the Grant Contract is to adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of the Labor Code Section 1771.5 for application to that public works project.

On August 4, 2015, the City Council approved an Agreement with Contract Compliance and Monitoring, Inc. (CCMI) to provide a third party labor compliance program. On November 24, 2015, the Agreement was amended with CCMI in the amount of $5,000.

AGENDA ITEM 22

Discussion & Analysis:

The Project is close to completion. There remain a few outstanding items to be completed prior to the occupation of the Community Center, such as the following: 1) completion of punch list items by Cal-City Construction Inc., the general contractor on the Project; 2) installation of analog line and removal of the utility pole and box by AT&T, 3) commissioning of the building; and 4) final inspections and approval by the Fire Department, Health Department and the City's Building and Safety Division.

CCMI, as the City's third party labor compliance consultant, continuously audited the general contractor and its subcontractors during the duration of the project to ascertain their compliance with the labor laws. CCMI has reported one subcontractor, Ed Rose Construction, to the DIR for prevailing wage violations. The City is currently withholding $214,163 from the general contractor's payment as a result of CCMI's audit. A second complaint has also been filed against Contract Administration Corporation with the DIR.

Unfortunately, the DIR's process for reviewing and providing final decisions on pending cases will not run concurrent with the completion of construction. The DIR may take up to nine to twelve months to review and render a final decision on cases.

Staff recommends that the City Council extend the contract with CCMI in order for CCMI to represent the City in the labor compliance issues before the DIR and to seek closure on these pending labor compliance issues. CCMI estimates the cost to be $25,000 if the cases go before DIR hearing. (Attachment A)

MC Section 6-3.13 (a)(3) allows for an exception to competitive bidding of any kind in open market or formal noticed procedures to purchase professional/special services if the City Council finds by 4/5ths vote of its members that such acquisition may be more economically and efficiently effected through the use of an alternate procedure.

Fiscal Impact:

Part of the audit conducted by CCMI is assessment of penalties on the general contractor. CCMI estimates that these penalties can be up to $27,000. If the City can collect on these penalties, the cost for CCMI can be covered by the penalties collected. Staff recommends for the City to appropriate funds in the amount not to exceed $25,000 from Impact Fees Fund or the Contingency Set-Aside, to be later reimbursed by any penalties collected.

Coordinated With:

City Attorney
Finance & Administration

RESOLUTION._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CONTRACT COMPLIANCE AND MONITORING INC. IN AN AMOUNT NOT TO EXCEED $25,000

WHEREAS, the City entered into a Grant Contract with the State of California Department of Parks and Recreation to receive $5 million in grant funds under the Proposition 84 2006 Bond Act to construct the Yvonne Burke-John D. Ham Park Community Center (Community Center); and

WHEREAS, one of the provisions under the Grant Contract is to adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of the Labor Code Section 1771.5 for application to that public works project; and

WHEREAS, On August 4, 2015, the City Council approved an Agreement with Contract Compliance and Monitoring, Inc. (CCMI) to provide a third party labor compliance program; and

WHEREAS, there are pending labor compliance issues related to the project that requires further assistance from CCMI.

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 approve to amend the Agreement with CCMI in the amount not to exceed $25,000 and to extend the term of the Agreement.

Section 2. That the City Council authorize the Mayor to execute an Amendment to the Agreement with CCMI in a form approved by the City Attorney attached hereto as Exhibit A.

Section 3. That the City Council authorizes the additional appropriation from the Impact Fees (Fund 2751) or the Contingency Set Aside (Fund 1051) in the amount of $25,000 to the Yvonne Burke-John D. Ham Park Community Center Project (CIP 4011.67.007) to be later reimbursed by penalties collected from the contractor or subcontractor for non-compliance .

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

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

Mayor

ATTEST:

María Quiñónez
City Clerk

Alma Martinez
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

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

EXHIBIT A

CONTRACT EXTENSION

TO

Contractor Compliance and Monitoring, Inc.

WHEREAS, the City of Lynwood and Contractor Compliance and Monitoring Inc. (CCMI), have entered into an Agreement, dated August 4, 2015, which Agreement sets forth the terms and conditions for providing labor monitoring compliance for the Yvonne Burke-John D. Ham Park Community Center (Project); and

WHEREAS, the August 4, 2015 Agreement includes the proposal from CCMI, incorporating a Preliminary Fee Proposal/Cost and Price Summary; and

WHEREAS, on November 24, 2015, the City Council approved to amend the August 4, 2015 Agreement with CCMI to provide additional fee payment amount of $5,000; and

WHEREAS, additional work is required from CCMI to resolve outstanding labor compliance issues relating to the Project; and

WHEREAS, the Consultant is willing to continue service to the City without interruption.

NOW, THEREFORE in consideration of mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. That Consultant will be compensated an additional not to exceed amount of $25,000 for services to provide labor compliance work.

2. The term of this Agreement, as amended shall continue in full force and effect commencing on November 17, 2016, and expiring on May 16, 2018.

3. The Agreement may further be extended by the City Manager on a month to month basis after May 16, 2018 in accordance with Recitals 2- Term of Agreement, based upon a mutual agreement of cost for time extension.

4. All other terms and conditions of said Agreement dated August 4, 2015, shall remain unchanged and the City Manager is authorized to approve changes in contract price to conform to the Preliminary Fee Proposal/Cost and Price Summary provision of CCMI's proposal.

IN WITNESS WHEREOF, the parties hereto have executed this contract extension to the Professional Services Agreement this 6th day of December, 2016.

DATED: _____ BY: _____

Edwin Hernandez
Mayor
City of Lynwood

DATED: _____ BY: _____

David A Garcia
City Attorney
City of Lynwood

DATED: _____ BY: _____

Maria Quinonez
City Clerk
City of Lynwood

DATED: _____ BY: _____

Deborah Wilder
President
Contractor Compliance and Monitoring, Inc.

ATTACHMENT A

CONTRACTOR COMPLIANCE & MONITORING, INC.
www.ccmilcp.com

CONTRACTOR COMPLIANCE AND MONITORING, INC.

635 MARINERS ISLAND BLVD., SUITE 200 - SAN MATEO, CA 94404 – P 650-522-4403 – F 650-522-4404

November 30, 2016

Lorry Hempe
City of Lynwood
Sent via email

Re: Request for Contract Extension for Additional Services

Dear Ms. Hempe,

Contractor Compliance and Monitoring, Inc.'s (CCMI) Labor Compliance Services contract concludes shortly. The project is nearly complete and we will be providing the final paperwork to the City within the next few weeks. However, one of the subcontractors, Ed Rose Construction, has underpaid his workers. A Notice of Withholding was properly issued by the City. The prime contractor on this project has appealed this assessment to the Department of Industrial Relations. This will require additional work to resolve the outstanding wage issue and if necessary attend a hearing conducted by the Department of Industrial Relations. While it is unlikely that the matter will go to hearing, the review and resolution of the issue with the prime contractor will take additional time. CCMI is willing to assist the City through this process, but will require a change order to compensate it for this work. CCMI recommends that the work be billed on a per hour basis based on the rates in the initial agreement with the City and a not-to-exceed price of $25,000. It is likely that the matter can be resolved expending substantially less, but not knowing at this point the extent of the arguments and additional documentation which may be presented, it is difficult to estimate the final cost. Assuming the matter does not go to hearing, the cost to resolve this matter would be substantially less than the $25,000 requested.

It should be noted that the Notice of Withholding included not only the wages that were due to workers, but also an appropriate penalty which the City is allowed to assess under Labor Code Sections 1775 and 1726. The amount of this assessment is in excess of $27,000. Thus, the penalties assessed will more than compensate the city for the extension of the contract and for this additional work. Should you have any additional questions, please do not hesitate to let me know.

Sincerely

Deborah E.G. Wilder

Deborah E.G. Wilder

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager

PREPARED BY: Andre Dupret, Interim Director of Development, Compliance & Enforcement Services

SUBJECT: Approval of a Resolution Adopting an Animal Control Operations Manual

Recommendation:

Staff recommends that the City Council approve the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE ANIMAL CONTROL PROGRAM POLICIES, PROCEDURES AND OPERATIONS MANUAL FOR ANIMAL CONTROL PERSONNEL SUBJECT TO REVIEW AND APPROVAL BY THE LYNWOOD EMPLOYEES ASSOCIATION AND THE LYNWOOD EMPLOYEES MANAGEMENT GROUP."

Background:

In light of recent events involving Public Safety operations, and in an effort to improve the quality of operations, particularly as it relates to animal control services, staff has prepared the attached "Animal Control Program Policies, Procedures and Operations Manual for Animal Control Personnel ("Operations Manual") which is intended to augment existing operational guidelines and instructional materials. Should the City Council approve the resolution adopting the Operations Manual, it would do so subject to approval of the Operations Manual by the Lynwood Employees Association AFSCME Local 1920 Union (LEA) and the Lynwood Employees Management Group (LEMG).

Discussion & Analysis:

Animal Control services in particular have been hampered of late by a series of events which collectively have called into question the quality of service currently being provided by the City as well as the safety and welfare of Public Safety personnel overall.

In April of this year, the City terminated its contract with Los Angeles County which had been providing a comprehensive list of services as they pertain to

AGENDA ITEM 23

animal control. In its place, the City partnered with the Society for the Prevention of Cruelty to Animals Los Angeles (SPCALA) through a Professional Services Agreement wherein SPCALA committed to providing a certain level of service which includes accepting stray and surrendered animals from the City of Lynwood, as well as injured animals which could be rehabilitated. Certain services were not included such as the retrieval and disposal of deceased animals, or the picking up of stray, surrendered or injured animals.

The relationship between the City and SPCALA is a partnership wherein certain duties and responsibilities are performed by each entity independent of the other, yet relative in certain ways. An example of this would be the City's role in collecting stray and surrendered animals and delivering them to the SPCALA South Bay Pet Adoption Center in Hawthorne, California. Once accepted, the SPCALA's role is to shelter, immunize, spay and neuter, and care for the general welfare of animals, as well as prepare suitable animals for adoption.

Animal Control services conducted by City personnel is guided by the *Contract City Impound Procedures* manual (see attachment) provided by SPCALA and is the reference document used by all Animal Control Officers (ACOs) on the proper handling and processing of live and deceased animals, and how to prepare for transport to the Hawthorne facility. In addition to its relationship with SPCALA, the City is also allied with the National Animal Care & Control Association (NACA) which provides guidance on animal care and control, training and reference materials. In 2014, the City's four (4) ACOs and the Public Safety Manager participated in a week-long NACA training seminar in San Diego, California.

The City had prepared a draft Public Safety Division (PSD) Manual which will be submitted to the LEA and LEMG bargaining groups whose comments and recommendation will be reflected in the final document that will be presented to the City Council for its consideration in the near future. The PSD Manual contains a chapter on animal control in which the Operations Manual being considered tonight will be referenced.

The Operations Manual was prepared by the Public Safety Division in conjunction with input from the City Attorney's office and is intended to supplement existing operational policies and procedures. It was thoroughly vetted by City staff and will be under consideration by the LEA and LEMG bargaining groups. Any changes to the Operations Manual that may be necessary as a result of the LEA's and LEMG's review, after Council adoption, will be made and the City Council notified of those changes.

Since the proposed policy ultimately would impose various duty requirements on ACOs that could pertain to the terms and conditions of employment, such as establishing the manner in which animals are handled, the recommendation would be to submit the Operations Manual to the unions for their review and

comment, and to submit to the City Council for approval subject to any meet and confer requirements.

Fiscal Impact:

There is no fiscal impact with this action.

Coordinated With:

City Manager's Office
City Attorney
Human Resources Department

Attachments:

Resolution

Proposed *Animal Control Program Policies, Procedures and Operations Manual for Animal Control Personnel*

Contract City Impound Procedures

CITY RESOLUTION NO._____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE ANIMAL CONTROL PROGRAM POLICIES, PROCEDURES AND OPERATIONS MANUAL FOR ANIMAL CONTROL PERSONNEL SUBJECT TO REVIEW AND APPROVAL BY THE LYNWOOD EMPLOYEES ASSOCIATION AND THE LYNWOOD EMPLOYEES MANAGEMENT GROUP

WHEREAS, In light of recent events involving Public Safety operations, and in an effort to improve the quality of Public Safety operations, particularly as it relates to animal control services; and

WHEREAS, Public Safety staff has prepared the Animal Control Program Policies Procedures and Operations Manual for Animal Control Personnel, hereby referred to as the "Operations Manual;" and

WHEREAS, the Operations Manual will be presented to the Lynwood Employees Association AFSCME Local 1920 Union (LEA) and the Lynwood Employees Management Group (LEMG) for their review and comment; and

WHEREAS, the Operations Manual, subsequent to adoption by the City Council, will be amended to reflect any meet and confer requirements; and

WHEREAS, after the Operations Manual has been finalized to conform to all requirements specified above, the document will be implemented and required to be adhered to by all Animal Control Officers and Public Safety personnel of the City of Lynwood who conduct Animal Control services.

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

Section 1. That the City Council approve the resolution adopting the Operations Manual as presented and that all revisions be made as may be required by the meet and confer process of the LEA and LEMG prior to implementation of the Operations Manual by the Public Safety Division.

PASSED, APPROVED, AND ADOPTED THIS 6TH DAY OF DECEMBER, 2016.

_____

Maria T. Santillan-Beas
Mayor

ATTEST:

Maria Quinonez
City Clerk

APPROVED AS TO FORM:

David Garcia
City Attorney

APPROVED AS TO CONTENT:

Andre Dupret,
Interim Director
Development, Compliance &
Enforcement Services

CITY OF LYNWOOD

Animal Control Program
Policies, Procedures and Operations Manual
For Animal Control Personnel

2016 Edition

City of Lynwood Animal Control Division
Department of Development, Compliance & Enforcement Services
11330 Bullis Road
Lynwood, CA 90262
Duty Desk Hotline: (424) 373-1790

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CITY OF LYNWOOD ANIMAL CONTROL PROGRAM POLICIES, PROCEDURES AND OPERATIONS MANUAL FOR ANIMAL CONTROL PERSONNEL

I. GENERAL OPERATIONS

The City of Lynwood provides Animal Control Services in cooperation with the Society for the Prevention of Cruelty to Animals Los Angeles (SPCALA), through an Agreement that allows City personnel to intake and handle certain stray animals, to handle and process injured animals, to transport animals to the SPCALA animal shelter in the City of Hawthorne, and to recover and dispose of animal remains. All animals will be treated humanely and under the best conditions possible under available resources.

II. INTAKE OF ANIMALS

General. Accurate and consistent record keeping and tracking of all animals temporarily being held in the City of Lynwood while in custody prior to transportation to the SPCALA shelter in Hawthorne, is essential for overall control and evaluation. Intake of animals falls into two categories – owner surrenders and strays. Policies and procedures for each follow.

A. Whether an Owner Surrender or a Stray, there are certain procedures that apply to all:

1. Collars. Each dog should be fitted with an appropriate-sized collar. When a dog is walked, appropriate collars/leashes or gentle leaders should be used.

2. Kennel/Cage. Place the animal in an appropriate kennel or cage with a bowl of fresh water and food. Nursing mothers and their young are housed together. Puppies and kittens from the same litter may be housed together, at the discretion of the Animal Control Officer (ACO).

3. Identification. Each animal is assigned an intake number. The intake number is recorded on all applicable documentation (Animal Intake Form, Cage Card, etc.). All animals should be checked for registration tags and microchips.

4. Processing Paperwork. Make sure that all information is recorded appropriately on the Officer Daily Activity Report Form (City), on the Animal Intake Form (City), S-R Form (SPCALA), and Bite Report Form H-1561 (SPCALA). *Samples of forms referenced in this Manual are located in Section XI – Appendices beginning on Page 23.*

   a. **Officer Daily Activity Report Form (City).** Every animal that comes into the possession of the City is assigned a number and a corresponding folder. Document the date, description of the animal (including breed, color, sex, and whether or not the dog is altered), if any vaccination given,

and tag number, if any. Information regarding vaccinations, if known, is also recorded on the Activity Report Form as well as the final disposition of the animal.

b. **Animal Intake Form (City)**. The intake of all animals is handled on a three-part form called an Animal Intake Form. The Form must be completed for every animal processed into the SPCALA Hawthorne facility, living or deceased, domesticated or wild. It is the record of all pertinent information pertaining to the impounded animal. Fill out completely and document all available information. Be sure to include the Officer name and badge # (see sample form). Place a copy of the Form on the animal's cage or kennel.

c. **S-R Form (SPCALA)**. An S-R form is to be filled out if:

- There is any type of identification on the animal
- There is a suspected owner
- It is an owned, quarantined animal
- The City wishes to hold the animal for ANY reason such as property check, investigation, etc.

This is also the form that allows the ACO to communicate any miscellaneous information about a particular animal to the shelter staff (see sample form)

d. **Bite Report Form H-1562 (SPCALA)**. If an animal is impounded due to a biting incident, the Bite Report must be filled out completely. The animal will be quarantined for a minimum of 10 days (see sample form).

e. **Medical Records**. Any medical records, treatment forms, or medications that accompany an animal must be submitted with the Soft Slip. Medications dropped off after hours at the Hawthorne Shelter are to be dropped into the lockbox in the receiving room.

f. **Additional Forms (used by City)**

- Order to Comply
- Rabies Reporting Form (H-1561)
- Notice of Municipal Code Violation
- Animal License Application
- Hold for Owner Notification
- Consent to Search
- Animal Control Duty Phone Log
- Animal License Application Form (City)

B. **Owner Surrenders** – Animals can be surrendered to the City under certain circumstances such as:

1. Deceased animal(s): If the animal is deceased, the City may pickup at a cost of $35.00 per animal for disposal.

2. Other circumstances: At the discretion of the City, an animal which is not deceased may be picked up for specific reasons. Further details are available by calling the City's Animal Control Hotline at: (424) 373-1790.

3. Owner Surrender Form: Every individual surrendering an animal must sign a statement that ownership of the animal is relinquished to the City. In every case, staff must ask the person to sign the form. The Surrender Form also attests to the knowledge of the individual as to whether the animal has bitten a human or other animal within ten (10) days of surrender, per California State Penal, Health and Safety, Food and Agriculture, and Civil Statutes (Penal Code §398, Health & Safety Code §121575-§121710, Food & Agriculture Code §31642, and Civil Code §3342). Animal Control staff will make certain that the animal will not be returned to them. Those individuals will not, depending upon the circumstances of relinquishment of the animal, be banned from adopting animals in the future. They will, however, be required to go through the entire adoption process.

4. Surrender Fee. Surrender fees are $35.00 for dogs and cats that are up to date on all shots.

III. ANIMAL CAPTURE AND HANDLING (BASIC)

General. This section instructs the ACO how to capture (catch) and restrain (hold) an animal without hurting it or yourself. Mastering the effective use of different kinds of animal control equipment without hurting the animal is essential. To do a better job of capturing animals, one needs to understand animal behavior (an animal's response to its environment), including the behavior of dogs, cats, and wildlife. Sometimes, the ACO has to think like an animal to catch the animal. The ACO has a better chance of catching an animal if he/she has an idea of what the animal is probably going to do next. If the ACO can "outthink" an animal instead of trying to "outmuscle" it, capture will be easier.

A. **Equipment.** It is important for Animal Control Officers to know that all animals can feel pain. Although animals cannot always express their discomfort and suffering, they can still be hurt. Professional ACOs are morally, ethically, and legally obligated to minimize the suffering of the animals they handle.

ACOs use different kinds of equipment to catch and restrain the animals. The ACO must learn how to use their equipment on the animals without hurting them or hurting them as little as possible (the equipment for the capture and restraint

of animals causes some amount of discomfort or pain to the animals, even when used correctly).

B. **There are five (5) major kinds of equipment:**

- Extension of Arms
- Physical Barriers
- Traps
- Chemical Injections
- Firearms

1. **Extension of Arms**. An Extension of Arms is equipment that allows the ACO to control an animal without getting too close to it, such as catch poles and snares.

   a. **Catch Poles and Snares**. Often used and come in all styles and lengths. They have a stiff handle with an adjustable loop of rope or cable on one end. Keep them clean, properly stored, and in good condition.

      i. Properties of a Catch Pole or Snare:

         aa. Use a catch pole that is between 3 and 5 feet long. A shorter one will not be an effective "extension of the arms" and a longer one will be too difficult to handle properly.

         bb. Make snares or catch poles using a broom handle, pipe, or conduit (staff) and rope (loop).

         cc. Buy strong, lightweight catch poles. These usually have an aluminum tube for the staff, a plastic-covered wire cable for the loop, and a cable-locking device to prevent accidental release of the animal.

      ii. Techniques for Using a Catch Pole or Snare:

         aa. One method of using a catch pole is to have the loop enclose both the head and one forelimb of the animal to prevent choking. For other methods of proper usage, refer to the manufacturer's recommendations for the catch pole you are using.

bb. Slide the catch pole along the ground towards the animal, as this will appear less threatening.

cc. Once the catch pole has crossed the animal's personal space, gently stroke the animal with the end of the staff and then slowly apply the loop.

dd. Never use the catch pole to lift any animal! Support the body with your free arm and use the catch pole to control the head.

b. **Long Handled Tongs**. Used to catch the animal around the neck or body and can be used for snakes, cats, and other small animals.

c. **Ropes**. Can be hard to use and are normally only good for catching a large animal (30 pounds or more). Store ropes in a dry, clean place. Inspect them frequently for worn or weak areas.

i. Different kinds of ropes

- Soft Ropes
- Cotton
- 15 to 20 feet
- Inexpensive
- Flexible

ii. Hard Ropes

- Manila
- 30 to 60 feet
- Strong and less flexible
- Can cause rope burns

iii. Synthetic Ropes

- Nylon
- Strong and flexible
- Can cause severe rope burns

- Can stretch

NOTE: Good ropes for general animal control use are those which have a strong nylon center core and a woven cotton outer covering. This combination provides the necessary strength while reducing the possibility of choking the animal or causing rope burns.

iv. Techniques for Using Rope

- A short underhand or sidearm throw is most effective since it is less frightening to an animal than an overhead throw.
- In some situations, the rope may not have to be thrown at all. Lift the loop over the dog's head if it is not attempting to run.
- Once the rope is applied to the dog, use the rope to bring the animal closer to you and then lift the dog if it is small enough. Lead larger dogs to your vehicle and then lift them into the cage.
- Use the rope to control the head and lift the body with your free arm.
- **Never lift any animal off the ground by the rope alone.**

v. Disadvantages of a Rope

- An animal can get choked with the rope
- A rope will not keep the animal from attacking
- Some kinds of rope can cause rope burns on both the animal and the ACO

d. **Nets** work well sometimes, particularly in capturing birds or small primates. Nets can be attached to poles or can be used loose so they can be thrown over the animal. They can be difficult to use since most animals can easily avoid a net. They are also expensive, difficult to store, and require continual repairs.

2. **Physical Barriers**

a. **Gloves** can sometimes, but not always, protect you from animal bites. Ones that are thick and tough enough for maximum protection can make it difficult to grasp an animal or to feel how hard you are pressing on it.

Gloves can also help prevent animal saliva that might contain rabies virus from contacting any breaks in the skin on your hands.

b. **Bite Sticks** can be possessed or carried by ACOs specifically to prevent animal bites while performing official duties or while traveling to or from work.

The preferred bite stick is an expandable baton that is easily carried on their person. The expandable bite stick can quickly provide a barrier between the ACO and an attacking animal when needed.

A bite stick gives the attacking animal something to bite besides the officer. A bite stick is most effectively used as a distraction to fill the dog's mouth, preventing the animal from biting. It also may be used as a pry tool at the back of a dog's mouth to make the dog release its grip once it has bitten. Bite sticks may be used as a defensive tool to provide an ACO with non-lethal force for dealing with aggressive animals. Bite sticks are not to be used to hit, strike, or otherwise harm an animal or a person. No ACO should be permitted to carry or use a bite stick without proper animal-related training.

c. **Blankets**, large towels, or other heavy cloths can be placed over an animal. Use a blanket that is thick enough so the animal cannot tear it, but thin enough so that you can still grasp the animal.

i. Blankets help calm the animal and may protect you from bites because animals are less likely to attack a flat surface.

ii. Many animals may be calmed by the darkness created by being covered with the blanket.

iii. A blanket is useful when handling large birds because the wings, talons, and beaks can all be covered.

iv. Make sure the blankets and towels are washed after each use to prevent disease transmission.

3. **Traps.** Steel jaw leghold traps are not to be used by an ACO under any circumstances. These traps are painful for the animal and have no place in animal control! The American Veterinary Medical Association considers steel jaw leghold traps to be inhumane. If you are using any of the below types of traps, please use words like ***box trap***, ***humane trap***, or ***live trap*** when you are talking to the public so they will know that you do not use steel jaw leghold traps. This will also improve the City's public relations.

a. **Box-type Live Traps**. Good tools for capturing animals. Use traps for capture of animals when a close approach is difficult, as with animals having a large public space or a strong flight response. Also use traps to capture nocturnal animals, such as skunks, raccoons, and opossums.

- Box-type live traps are made of hardware cloth or other kinds of wire mesh and are available in a wide range of sizes from "large dog size" to "small rodent size" (see "Figure 5).

- Larger live traps are harder to store. Some commercial traps are collapsible, which makes storing them much easier.

- Live traps of any size work in basically the same way. A door is opened and connected to a treadle or a metal plate on the floor of the trap. The animal triggers or releases the door when it enters the cage and steps on the treadle or tires to remove the bait. The door then closes and locks.

- Use bait that will attract the animal you want to catch. For example, canned or dry cat food will attract cats, raccoons, opossums, and skunks.

- Live traps must b carefully examined after each use and kept clean and in good condition.

- Live traps can be made or commercial traps can be purchased. Commercial traps are expensive and are sometimes stolen or vandalized. Requiring a deposit from citizens who want to use the traps on their property will help reduce the financial loss if the traps are damaged or lost.

- When providing traps to the public, ask them not to set the traps unless they can attend to and care for the animal in a timely manner.

- Make sure to use a trap that is the right size for the animal being captured. After setting the trap properly, check it at least once a day. Check the traps more often during the summer because heat and, in some locations, fire ants can cause harm or death to any animal in the trap. Placing insecticide granules around and under traps will reduce problems from fire ants.

- Most animals will quickly learn to recognize the trapping device and will be hard to trap a second time.

4. **Chemical Injections**

   a. The use of chemical injections to capture an animal has many legal and medical problems. The drugs can be difficult for ACOs to obtain or be able to administer.

   b. Some of the drugs do not affect the animal quickly, therefore, the animal may remain mobile or aggressive for considerable amount of time after injection.

   c. Chemical injections to capture an animal are used only as a last option and require special training.

5. **Firearms**

   a. Handguns, shotguns, rifles, and other firearms have very limited emergency field use in animal control activities.

   b. Check with the Los Angeles County Sheriff Department to learn about the local firearm policy.

IV. MUZZLING

General. Muzzles can prevent an animal from biting you, and they can sometimes make an animal behave better. Muzzles can be used for both cats and dogs, but you need to be careful, many ACOs have been bitten while putting a muzzle on an animal. Do not leave a muzzle on an unattended animal. If the animal vomits while wearing a muzzle, it could choke. Also, the animal will not be able to cool itself by panting and may experience heat exhaustion and/or heat stroke.

V. PURSUIT

General. It is not always a good idea to pursue an animal that is running away from you.

A. The animal will probably escape, and will be even harder to catch the next time.

B. Many animals (and ACOs) have been severely injured during a chase.

C. People watching may think that you have lost control of the situation. This can damage your and your agency's image.

D. Only chase an animal if you think you will capture it quickly or you will be able to follow it home.

E. Remember, as a professional ACO, you need to "outthink" the animal so that you can capture it before it has a chance to escape.

F. If an animal does run away, there are other ways to handle the situation without chasing it.

1. Follow the animal until you locate where it lives.

2. Issue a citation to the owner.

3. Try to capture the animal by setting a live trap.

VI. **TERRITORY**

General. All animals, even pets, have home ranges and territories in which they travel. When you know those areas, you will have a better chance of capturing the animal. Dogs are very social in their behavior and form packs that tend to travel together. Cats are not as social and seldom have much to do with other adult cats, except when one is in estrus or they are defending their territory.

A. Fight or Flight

When you are entering an animal's home range, remember that all animals have a "flight reaction distance." This is the closest you can get to that animal before causing a reaction. The animal will either attempt to:

1. Hide

2. Run, or

3. Fight

Most animals will try to run and avoid a confrontation instead of fighting when you approach them. This is the "Flight" response. If you enter the animal's critical distance, it will usually attack you in an effort to escape.

Animals react to visual (sight), auditory (sound), and olfactory (smell) signals sent by a person, so always act in a calm, quiet manner while being deliberate and methodical in your movements. Avoid gestures the animal may perceive as threatening, such as a loud voice and flailing arms.

An individual that towers over you, which is how you appear to an animal, can be very threatening. The tone of your voice is very important too; what you say is not nearly as important as how you say it. It is interesting to note that female ACAs may be more successful than male ACOs in capturing unconfined dogs. Soft

soothing tones along with correct body movements can actually reduce the animal's public, social or personal spaces.

B. Animal Territories

Reduce the chances of the animal attacking you by understanding how animals will react in their different spaces.

1. Home Range. This is the largest area in which the animal will usually roam.

2. Territory. This is a smaller area within the home range, and the animal usually will defend it against intruders.

3. Public Space. This area is greater than 12 feet from the animal, gut it is still within the animal's territory. When you approach an animal in this area, it will usually try to run from you.

4. Social Space. This is a smaller area (approximately 4 to 12 feet) within the public space. When you approach an animal in its social space, it may either fight or run from you, depending on other behavioral characteristics.

5. Personal Space. This is the smallest area (approximately 0 to 4 feet) and the area nearest the animal. When you approach an animal in its personal space, it will usually fight or submit.

VII. BEHAVIOR

General. Ethology is the study of animal behavior. If you understand animal behavior, you will sometimes be able to guess what the animal will do next. This makes it easier to capture the animal.

NOTE: "Normal" behavior can change when an animal is lost, chased, scared, sick, hurt, in heat (estrus), hungry, cold, hot, or stressed in any other way.

A. **The time of day matters**. You can understand an animal's behavior better by knowing what time of the day it is most active (when it eats, drinks, or travels).

1. **Crepuscular** – active at twilight or before sunrise, such as foxes and coyotes

2. **Diurnal** – active during the day, such as squirrels

3. **Nocturnal** – active during the night, such as skunks, raccoons, bats, and opossums

Cats are nocturnal with crepuscular tendencies. Canines are crepuscular. However, domestic dogs have diurnal tendencies because of their association with humans.

B. **Domestication alters an animal's behavior**. Many domestic pets behave differently than their wild counterparts. This is because pets have undergone domestication and socialization, which alter the wild behavior patterns. Contact with people and other animals helps to socialize animals. They learn how to behave and become familiar with people and other animals. Socializing dogs and cats at an early age helps them become well-adjusted family pets.

1. It is easier to socialize animals when they are young (preferably before they are four months old).

2. If a puppy has not been socialized to human contact by the age of 14 to 16 weeks, it may never make a good pet.

3. It is usually best for families to adopt a puppy between 6 to 10 weeks of age because at this age, it is easier to socialize.

C. **Asocial behavior**. Because pets are around people on a regular basis, they may be easier to catch than a wild animal. However, remember that some animals may behave oddly because they have not been socialized. Just like people, animals that were neglected or abused when they were young may behave strangely when they are older. These animals are sometime called asocial which means that they are not as friendly around people as socialized pets. There are three (3) main kinds of asocial behavior in pets:

1. Submissive behavior

2. Aggressive behavior

3. "Fear biting" behavior

Knowing the signs of different behaviors will help you decide how to handle the animal.

D. **Asocial Behavior in Dogs**

A submissive dog may behave in these ways:

1. Whining and whimpering

2. Tucking the tail between the legs

3. Holding the ears down when approached

4. Rolling on its side or back

5. Urinating when touched or lifted

An aggressive dog may show these behaviors before it attacks:

1. Growling, or a change in the sound of the bark

2. Hair standing-up on the neck and along the back (hackles)

3. Curling the lips in a snarl

4. Moving the tail slowly from side to side (flagging)

5. Standing very rigid, looking directly at you, flattening its ears against its head, tucking its tail between its legs, and baring its teeth

You need to act calmly and quietly when you a re around an aggressive dog. Do not move quickly, as sudden movements might cause the dog to attack. Never attempt to run from an aggressive dog. Do not stare into an aggressive dog's eyes. It may perceive this as a threat and attack you.

E. **Fear Biters and Capture Hints**. Dogs that are "fear biters" bite when they are scared and usually will not act like an aggressive dog. They may even have their ears and tails down and lean away from you as you get closer to them. If you get too close, the dog will probably snap at you or bite you. If a dog shows indications of "fear biter" behavior, there are things you can do to calm the dog:

1. Move slowly

2. Talk in a soft voice to the dog

3. Squat down on one knee and turn sideways to make yourself appear less threatening

4. Pat your thigh softly to call the dog closer

5. Reach out to the dog carefully and touch it under the chin; do not try to touch it on top of the head or on the shoulder

6. Touch and pet the dog gently to calm it

7. Slip a snare or leash carefully on the dog

8. Move away slowly if the dog does not respond and is still acting like it might bite

Experience and knowledge of dog behavior will help you predict how different dogs will respond to you.

F. Behavior in Cats

An alert cat might behave in these ways:

1. Stopping in its tracks
2. Holding its head and ears erect
3. Staring wit an even, close-mouthed expression; and/or
4. Standing with its back level and tail erect

As the ACO continues to approach, the cat may respond in three ways:

1. Aggressively
2. Fearfully
3. Submissively

An aggressive cat might behave in these ways:

1. Lowering the head
2. Holding the ears to the back or side of the head
3. Arching the back
4. Fluffing the tail and holding it erect; and/or
5. Growling and hissing

A fearful cat might behave in these ways:

1. Crouching low to the ground
2. Fluffing the hair along back and tail
3. Pulling the tail to its side
4. Dilating the pupils
5. Flattening the ears

6. Growling and hissing; and/or

7. Displaying "fear biter" behavior

Fearful cats will try to escape by climbing anything available, including people and flat walls

A submissive cat might behave in these ways:

1. Similar to a fearful cat; and/or

2. Leaning away from a person

NOTE: Do not assume that simply because they are categorized as "fearful;" or "submissive" that they have surrendered to inevitable capture and can be handled with no risk of injury. A seemingly submissive cat may suddenly roll onto its back and attack with both sets of claws.

VIII. ANIMALS REQUIRING MEDICAL TREATMENT

General. Any animal in need of medical treatment is taken to the Lynwood Dog and Cat Hospital, located at 10300 Long Beach Blvd., for veterinarian care by a licensed veterinarian. Once the vet has treated and released the animal for transport and unsupervised sheltering, the ACO may transport the animal to the shelter. Medical records, treatment forms, and medications must accompany the animal and be submitted with the Soft Slip.

If an animal must be euthanized or dies while in the care of the veterinarian prior to transporting to the shelter, the animal will remain with the veterinarian for disposal. The animal must be scanned for a microchip. All normal paperwork must be filled out.

IX. Dropping Off Animals

General. All animals are brought onto the Hawthorne Shelter property through the back parking lot off the alley on the east side of the building, south gate. Animals are not to be dropped off through the front (public) entrance at any time.

A. All animals in need of medical treatment must be treated by a veterinarian before being dropped off.

B. The City must have a universal scanner. A scanner can be obtained from AVID free of charge by calling 1-800-336-2843 and identifying the agency you are with.

C. The vehicle can be left in the alley during drop off as long as it is not blocking the alleyway. Once the animal is unloaded, enter the receiving area and immediately close the gate.

Open vs. After Hours. The Hawthorne Shelter (SPCALA South Bay Pet Adoption Center, 12910 Yukon Ave., Hawthorne, CA 90250) will be considered open as it pertains to drop off procedures if staff is on site.

A. **Hours of Operation**

1. CLOSED Monday/Tuesday
   Staff on site from 7:30AM to 4:30PM

2. Wednesday thru Friday
   Staff on site from 8:00AM to 5:00PM

3. Saturday/Sunday
   Staff on site from 8:00AM to 5:00PM

B. **Submitting Paperwork**. During open hours, all fully completed paperwork must be brought to the front counter and given to an Animal Care Counselor.

C. **After hours**. During after hours, all fully completed paperwork must be placed in the Paperwork Drop Off located on the north side wall across from the "cat drop off after hours" cage banks.

D. **General Telephone**: (310) 676-1749.

X. **Processing of Animals Upon Delivery to Shelter**

A. **Procedure for Dogs**

1. Scan animal for microchip

2. Place dog in canine receiving kennel and lock the kennel

3. If applicable, enter microchip number on Soft Slip and the S-R form in the notes section

4. Fill out Soft Slip

5. If there is any form of identification (tags, tattoo, microchip, etc.), or if the owner is known, fill out S-R form

6. Fill out a bite report, if needed

7. Bring all paperwork to front counter, if the facility is open, or

8. Place paperwork in the Paperwork Drop Off box located in the receiving area

B. **Procedure for Cats – After Hours**

Scan animal for microchip

1. Place cat in the cat bank cage
2. Provide the cat with food, water, litter box and litter. Supplies are located on top of the bank of cages
3. If applicable, enter microchip number on Soft Slip and the S-R form in the notes section
4. Complete the Soft Slip
5. If there is any form of identification (tags, tattoo, microchip, etc.), or if the owner is known, fill out an S-R form and attach it to the Soft Slip
6. Place paperwork in the Paperwork Drop Off box located in the receiving area

C. **Procedure for Cats – Open Hours**

Scan for microchip

1. Place cat in Cat Room 1
2. If applicable, enter microchip number on Soft Slip and the S-R form in the notes section
3. Complete the Soft Slip
4. If there is any form of identification (tags, tattoo, microchip, etc.), or if the animal is known, fill out an S-R form and attach it to the Soft Slip
5. Bring paperwork to front counter

D. **Procedure for Other Animals**

1. If the animal is a rabbit, scan for microchip
2. Place animal in appropriate cat bank cage for open or closed hours
3. If animal is a rabbit and it is after hours, provide it with water
4. Enter microchip number on Soft Slip and the S-R form in the note section
5. Complete the Soft Slip

6. If there is any form of identification (tags, tattoo, microchip, etc.), or if the owner is known, fill out an S-R form and attach it to the Soft Slip

7. Bring paperwork to the front counter or put in Paperwork Drop Off box if the facility is closed

E. **Procedure for Exotic Animals**

On occasion, a rare or exotic animal is recovered. These may include snakes and other reptiles, as well as birds. Special handling is required for these animals.

1. Snakes

If an ACO encounters and successfully captures a snake or any other reptile, the City has a relationship with an Orange County non-profit education organization called the Southern California Herpetology Association & Rescue (S.C.A.R.). Call (714) 869-7554 and a S.C.A.R. official will come and retrieve the reptile from the City.

Only an ACO experienced in the handling of snakes should attempt to capture a snake if it is absolutely necessary to do so. Whenever possible, use snake tongs to handle snakes. Most people are not experienced enough to distinguish non-venomous from venomous snakes. Even a non-venomous snake can inflict a painful bite requiring medical treatment. Hold a snake behind the head to avoid being bitten; support its body to reduce the likelihood of it suffering injury as it struggles. Be careful how hard you squeeze the snake with the snake tongs, as vertebrae of snakes are easily crushed.

Place the captured snake in a pillow case and tie the end securely, ensuring that the snake is not in the knot. When transporting a snake, place the pillow case in a bucket, cooler, or other hard-sided container with a cover to prevent injury. Always ensure that animals have proper ventilation. Place captured snakes in a cool, preferably shaded, area between 40° and 75° Fahrenheit.

2. Birds

If handling a bird is necessary, use heavy gloves to avoid injury by its sharp talons and beak. A towel or blanket temporarily placed over the bird may allow easier handling. Grasp the bird on its sides over properly folded wings. Then place the raptor into a heavy cardboard box, which should be only slightly larger than the bird itself.

ACOs are to contact the South Bay Wildlife Rehab in Rancho Palos Verdes to make arrangements to transport the animal to their facility. Call (310) 378-9921.

F. **Procedure for Deceased Animals**

1. Scan for microchip
2. Fill out Soft Slip
3. If applicable, enter microchip number on Soft Slip
4. Place animal in freezer in a barrel. DO NOT leave the animal on the floor
5. Bring paperwork to front counter if dropping off during open hours or
6. Place paperwork in the Paperwork Drop Off box located in the receiving area

G. **Quarantine Impound – Hearing or Humane Case**

1. Secure the animal in the normal fashion
2. Fill out all appropriate paperwork, Soft Slip, S-R form, and Bite Report
3. Provide as much information about the case as is known, including the case number on the S-R form

H. **Citizen Relinquishments of Animals to an Animal Control Officer**

1. The City permits Animal Control Officers to pick up owned dead animals or owned live animals for placement. The ACO must verify that the person is the owner of the animal being relinquished, and fill out the Soft Slip
2. Be sure to have the person read the certification, mark the animal has bitten or not bitten n the last 10 days, print their name and sign their name
3. Note the reason for the relinquishment on the back of the Soft Slip
4. The City's fee to collect a live or deceased animal is $35.00

I. **SPCALA EMERGENCY CONTACTS**

1. Contact #1:	Pet Adoption Center Manager	(323) 353-5461
2. Contact #2:	Allison Ryan Asst. Pet Adoption Center Manager	(323) 803-9430
3. Contact #3:	Denise Jakcsy Sr. Director of Pet Adoption Centers	(323) 353-4662

XI. APPENDICES

This Section includes the following Sample Forms

1. Officer Daily Activity Report Form
2. Animal Intake Form
3. S-R Form
4. Bite Report Form
5. Order to Comply
6. Rabies Reporting Form (H-1561)
7. Notice of Municipal Code Violation Animal License Application
8. Hold for Owner Notification
9. Consent To Search
10. Animal Control Duty Phone Log
11. Animal License Application Form (City)

CITY OF LYNWOOD
OFFICER DAILY ACTIVITY REPORT

Page of	Date	Day of Week	Assignment	Unit Number	Assigned Supervisor

Time of Activity	Source	Location, Type of Activity, Disposition

RC	OBS	PC	Other	Parking Cites	Admin Cites	Vehs Marked	Notice of Violations	Vehicle Impound	Dead Animals	Animals R T O	Dog Impound	Cat Impound	Other Impound

Supervisor Approval	ID No.	Reporting Officer	ID No	Inspections	Appointments	Animal Surrendered	Bite Reports

RC- RADIO CALL/REQUEST FOR SERVICE
OBS.- OBERVATION/SELF-INTIATED:
PC- PATROL CHECK

spcaLA
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PFN #

STRAY
- ☐ Stray *ACOS*
- ☐ Stray w/ ID *ACOSI*
- ☐ Stray-Trap (ferals) *ACOST*
- ☐ Stray-Bite Quarantine *ACOSBQ**
- ☐ Stray-Bite Quarantine *ACOSBQI**
- ☐ Stray-Dead *ACOSD*
- ☐ Stray-Wildlife *ACOS*

CONFISCATED (Conf)
- ☐ Conf-Bite Quarantine *ACOCBQ**
- ☐ Conf-All Other *ACOC** (includes abandoned)

OWNER RELINQUISH (OR)†
- ☐ OR Live *ACOR*†
- ☐ OR-Dead *ACORD*†
- ☐ OR-Bite Quarantine *ACORBQ*†

ACO INTAKE

73001

* Must include supporting documents
† Must include proper fee

DATE:_____ DROP-OFF TIME:_____ WHERE FOUND:_____

OFFICER NAME & BADGE #: _____ ANIMAL LICENSE # & CITY:_____

ANIMAL: ☐Dog ☐Pup ☐Cat ☐Kitten ☐Other ☐Unable to provide description VET RECORDS PROVIDED? ☐Yes ☐No

BREED: _____ SEX:_____ COLOR: _____ AGE:_____ MEDICATIONS? ☐Yes ☐No

CONTRACT CITY: _____ MICROCHIP NUMBER: _____ NO MICROCHIP_____

FOR OWNER RELINQUISHMENTS

NAME:_____

ADDRESS: _____ ZIP: _____ PHONE: _____

CDL/ID: _____ DOB:_____

I, the undersigned, as the owner or legal custodian, relinquish the above described animal to spcaLA, to be disposed of at their discretion, and I further state that to my knowledge the above described animal ☐has or ☐has not scratched or bitten any person within the last 10 days. SS#: _____

SIGNATURE: _____ MGR INT:_____

spcaLA
Friends for life.®

S-R FORM

SS#_____ Impound Date: _____ City: _____

Animal's Name: _____ ☐ M ☐ F ☐ Spayed ☐ Neutered

Breed: _____ Color: _____

Microchip: _____ License: _____ Tags: ☐ Yes ☐ No

Owner's Name: _____

Address: _____

Phone #: _____ Phone #: _____

ATTEMPTS TO NOTIFY OWNER:

(1) Initials: _____ Date: _____ Time: _____ ☐ Phoned ☐ Letter Sent

(2) Initials: _____ Date: _____ Time: _____ ☐ Phoned ☐ Letter Sent

(3) Initials: _____ Date: _____ Time: _____ ☐ Phoned ☐ Letter Sent

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VETERINARY PUBLIC HEALTH-RABIES CONTROL PROGRAM

TEL: (213)-989-7060 or (877) 747-2243 FAX: (213) 481-2375
publichealth.lacounty.gov/vet

County of Los Angeles
Public Health

BITE REPORTING FORM - VETERINARY CLINICS

Use this form to report animals suspected of being rabid, even if no bite occurred. If there was no bite, write "None" in the PERSON BITTEN section.

PERSON BITTEN

Victim name (last and first)	Date of Birth	Address (number, street, city and zip)

Victim phone number	Reported by:	Reporter phone number

Date bitten	Time bitten	Address where bitten (if no address make sure to put city and zip code)	Body location bitten

How bite occurred (explain)

Date Treated	Hospitalized	Treated by	Phone number
	☐ Yes ☐ No		

Type of treatment

ANIMAL

Owner Name (last and first)	Address (number, street city and zip)

Phone Number	Type of animal	Description of animal (sex, color)
	☐ Dog Breed _____ ☐ Cat Breed _____ ☐ Other _____	

Animal vaccinated for rabies?	Date last vaccinated:	Animal sterilized?
☐ Yes ☐ No		☐ Yes ☐ No

Was animal euthanized?	Reason euthanized:	Specimen prepared for rabies testing?
☐ YES ☐ NO Date _____	☐ Injured ☐ Sick ☐ other Please explain:	☐ Yes ☐ No ☐ Not applicable

CLINIC

Clinic Information Name:	Contact person

Address (include number, street, city, state and zip)	Phone Number

Remarks

Submit a copy of the animal's rabies certificate, if available

Date	Time	Faxed: ☐ yes ☐ No	Initials

Form (H-1561) Vet
5/2013

2013

CITY OF LYNWOOD
ANIMAL SERVICES DIVISION

11330 Bullis Road, Lynwood, California 90262
(310) 603-0220 Ext. 312, 313, 316

ORDER TO COMPLY

NAME:	DRIVERS LICENSE STATE/NUMBER :	DOB
ADDRESS:	CITY:	ZIP:
HOME PHONE:	OTHER PHONE:	REQUEST/CASE NUMBER:

The City of Lynwood Animal Services Division conducted an investigation on _____ regarding a complaint received about your animal fitting the following description:

ANIMAL'S NAME:	SPECIES:	BREED:	COLOR:
GENDER: ☐ MALE ☐ FEMALE ☐ UNKNOWN		LICENSE NUMBER:	

This investigation concludes that the following subsections of **LYNWOOD MUNICIPAL CODE 8-1.8** checked below are in violation and need to be corrected:

	A.	Humane care and treatment of all animals shall be maintained at all times. Every owner, driver, or keeper of any animal in any building, enclosure, lane, street, square, or lot within the city shall provide proper care to the animal
	B.	Every owner shall provide his or her animals with adequate food and water. Every owner or animal keeper shall supply each animal with adequate food and water daily. The food shall be free from contamination, wholesome, palatable, and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal as specified by a veterinarian. Proper veterinary care shall be administered when needed to prevent suffering.
	C.	Each animal shall be housed in a proper, clean and sanitary shelter which protects the animal from weather. Every person who keeps an animal in an enclosed area shall provide it with an adequate exercise area. If the animal is restricted by a leash, rope or chain, it shall be affixed in such a manner that the animal will not become entangled and has access to food, water and shelter.
	D.	Any and all cages, pens, coops, hutches, yards, or spaces used for housing any animal must be at least three (3) times as large in floor space and twice the height as the total size of all live animals kept therein. No animal may be kept in any cage, coop, pen, hutch, yard or space which does not permit the animal to stand in a naturally erect position, except that a veterinarian, a person showing the animal or an animal groomer may temporarily confine an animal in a smaller container for medical, showing or grooming purposes.
	E.	No person shall, at any time, maintain any lot or other premises, or any portion thereof, whereupon an animal is kept, in an unsanitary condition, or in a condition which attracts flies or other insects or creates noxious or offensive odors.

ADDITIONAL VIOLATIONS

	8-1.35 LMC	Every person owning, possessing, keeping, harboring or having custody of any dog over four (4) months old shall obtain a license for each dog and appropriate fees shall be paid.
	8-1.22 LMC	No person owning or having the care, custody, control or possession of any animal shall allow or permit such animal to run, be or remain at large within the corporate limits of the city upon any public street, alley, park, school or other public place or upon any private property without the consent of the owner of such property.

ADDITIONAL INSTRUCTIONS:

YOU ARE HEREBY ORDERED TO COMPLY WITH THE ABOVE INSTRUCTIONS BY _____ OR A CRIMINAL COMPLAINT MAY BE FILED AGAINST YOU FOR THE VIOLATIONS CHECKED ABOVE. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE OFFICER AT THE CITY OF LYNWOOD ANIMAL SERVICES DIVISION LISTED BELOW.

OWNER/CUSTODIAN SIGNATURE:	DATE:
OFFICER SIGNATURE:	BADGE NO.

VETERINARY PUBLIC HEALTH-RABIES CONTROL PROGRAM

TEL: (213)-989-7060 or (877) 747-2243 Fax: (213)-481-2375

publichealth.lacounty.gov/vet

COUNTY OF LOS ANGELES
Public Health

ANIMAL CONTROL AGENCIES

Use this form to report animals suspected of being rabid, even if no bite occurred. If there was no bite, write "None" in the PERSON BITTEN section.

PERSON BITTEN

Victim name (last and first)	Date of Birth	Address (number, street, city and zip)

Victim phone number	Reported by:	Reporter phone number

Date bitten	Time bitten	Address where bitten (if no address make sure to put city and zip code)	Body location bitten

How bite occurred (explain)

Date Treated	Hospitalized	Treated by	Phone number
	☐ YES ☐ NO		

Type of treatment

ANIMAL

Owner Name (last and first)	Address (number, street city and zip)

Phone Number	Type of animal	Description of animal (sex, color)
	☐ Dog Breed _____ ☐ Cat Breed _____ ☐ Other _____	

Animal Impounded	Animal Shelter	Cage #	Impound #
☐ YES ☐ NO			

Was animal taken to a clinic for treatment	If yes, provide clinic address in this space.
☐ Yes ☐ No	

Current Rabies Vaccination?	Date Vaccinated	Animal sterilized?
☐ Yes ☐ No		☐ Yes ☐ No ☐ Not verified

Animal licensed?	License number	Expiration date	City or county licensed in
☐ Yes ☐ No			

Animal Died?	Euthanized?	If Euthanized, give reason:
☐ Yes ☐ No	☐ Yes ☐ No Date _____	

Specimen prepared and ready for rabies testing? ☐ Yes ☐ No ☐ Not applicable

Remarks:

Agency taking report:

Date	Time	Faxed: ☐ yes ☐ No	Initials

Form (H-1561) agencies
Rev. 3/2015 EB

2015

CITY OF LYNWOOD
ANIMAL CONTROL DIVISION
11330 Bullis Road • Lynwood, CA 90262 • (310) 603-0220

NOTICE OF MUNICIPAL CODE VIOLATION

Address of Violation: _____ Date: _____

Current Owner/Occupant: _____

Owner Address: _____ City: _____ State: _____ Zip: _____

Dear Owner/Occupant: During a recent property visit, it was noted that the above-referenced property is in violation of the following Lynwood Municipal Code Section (s):

___[LMC 8-1.8] DUTY TO CARE FOR ANIMALS.
REQUIRED ACTION: Ensure proper care in the form of food, water, shelter and sanitation is maintained.
IMMEDIATE COMPLIANCE IS MANDATED.

____[LMC 8-1.11] LIMITATION ON NUMBER OF ANIMALS IN R-ZONES.
REQUIRED ACTION: Compliance with single family and multiple family dwelling animal ownership requirements.
IMMEDIATE COMPLIANCE IS MANDATED.

____[LMC 8-1.14] ANIMALS PROHIBITED WITHIN CITY LIMITS.
REQUIRED ACTION: Removal of all animals that are prohibited; chickens, roosters, pigs, hogs, goats, non-licensed dogs, etc.
IMMEDIATE COMPLIANCE IS MANDATED.

_____[LMC 8-1.21] PUBLIC NUISANCES - ANIMAL RELATED.
REQUIRED ACTION: Correction and removal of all nuisance(s); fierce animals, excessive barking, unsanitary conditions, animal excreta, etc.
IMMEDIATE COMPLIANCE IS MANDATED.

_____ [LMC 8-1.22] ANIMALS AT LARGE.
REQUIRED ACTION: Correction and repair of all kennels, cages, restraints, walls and/or fences which allows animal(s) to leave property.
IMMEDIATE COMPLIANCE IS MANDATED.

_____[LMC 8-1.35] ANIMAL LICENSE REQUIRED.
REQUIRED ACTION: Submit proof of current animal license and rabies vaccination.
IMMEDIATE COMPLIANCE IS MANDATED.

Comments/Other Violation (s): _____

_____

_____

_____

_____

_____

_____

_____

Please correct the above violation(s) within _____ days, after which time either a ☒ **FOLLOW-UP INSPECTION** be conducted. The City of Lynwood desires voluntary compliance. However, if compliance is not obtained or if additional violations occur, further legal prosecution may be pursued, which may include the issuance of a citation, court appearances, and/or possible fines. It may also lead to the property being declared a "Public Nuisance" by the Lynwood City Council.

If you have any questions or require further information, please call the Enforcement Officer between the hours of: _____ **A.M. or** _____ **P.M. at (310) 603-0220 extension** _____ **FAX: (310) 632-5913 from** _____ **-** _____ **ONLY.**

_____

ENFORCEMENT OFFICER ☐ **ISSUED** ☐ **POSTED** ☒ **MAILED**

City of LYNWOOD
A City Meeting Challenges
11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220

CITY OF LYNWOOD
ANIMAL SERVICES DIVISION
HOLD FOR OWNER NOTIFICATION

I,_____, acknowledge that
(Name)

_____, _____ is my pet.
(Impound #, Animal name) (Description)

I promise to redeem my pet no later than _____.

I understand that I will be responsible for paying all applicable fees at the shelter indicated below until I reclaim my pet. I further understand that if I do not redeem my pet by the set date, the SPCALA Hawthorne may dispose of it in accordance with Los Angeles County, Title 10.

_____
(Reason For Hold)

_____ (Signature)

_____ (Print Name)

_____ (Address, City, State and Zip)

This letter is countersigned by:

_____ (Officer, Badge)

_____ (Date Executed)

Animal will be held at SPCALA, 12910 Yukon Avenue, Hawthorne, CA 90250
Phone Number: (310) 678-1149 Hours of Operation: Wednesday – Sunday 10:00am – 5:00pm

CITY OF LYNWOOD | ANIMAL CONTROL

CONSENT TO SEARCH

Incident Number _____	
Date	Time

I, _____, having been informed of my constitutional right not to have a search made of the premises hereinafter mentioned without a search warrant and my right to refuse to consent to such a search, hereby authorize Lynwood Animal Control Officer _____ and whomever he deems necessary to assist, to conduct a search of

_____.

These officers are authorized by me to take from my residence, vehicle, or building of which I am lawful occupant, any materials, photographs, animals, or other property, which may be used as evidence in a criminal proceeding.

I am giving this written permission to the above-mentioned officer voluntarily and without threats or promises of any kind.

_____
Signature

_____
Address

_____

Witnesses:

_____

_____

_____

ANIMAL CONTROL DUTY PHONE LOG

(Cell phone user is to carry this Log at all times)

Caller's Name	Contact Information & Nature of Call	Date	Time	Officer

CITY OF LYNWOOD ANIMAL APPLICATION

NOTICE TO ALL LYNWOOD ANIMAL OWNERS

PURSUANT TO LYNWOOD MUNICIPAL CODE 8-1.35, ALL ANIMALS IN THE CITY OF LYNWOOD MUST POSSESS AN ANIMAL LICENSE ANUUALLY -- FAILURE TO COMPLY WILL RESULT IN A NOTICE OF VIOLATION AND CITATION ISSUANCE

YOU MAY APPLY IN PERSON OR BY MAIL TO:
CITY OF LYNWOOD DEPARTMENT OF PUBLIC RELATIONS
11330 BULLIS ROAD, LYNWOOD CA 90262
310-603-0220 K312 OR 313

OWNER'S NAME_____ DATE: _____

ID No._____ STATE: _____ DOB: _____

ADDRESS: _____ APT: _____

HOMEPHONE: _____ WORK PHONE: _____

ANIMAL INFORMATION: (CIRCLE ONE) DOG CAT

SEX: _____ BREED: _____ AGE: _____ HAIR: _____ (SHORT,MED, LONG)

COLOR: _____ NAME: _____

ADDRESS AT WHICH ANIMAL WILL BE KEPT IF DIFFERENT FROM ABOVE:

_____

SPAYED/NEUTERED: YES_____ NO_____ DATE: _____

VETERINARIAN/CLINIC PERFORMING ABOVE: _____

CURRENT ATTENDING VET. NAME: _____

ADDRESS:_____ PHONE: _____

PURSUANT TO CALIFORNIA LAWS; HSC 121690, 17 CCR 2606.4. ALL DOGS MUST BE PROPERLY VACCINATED AGAINST RABIES. THIS VACCINATION MUST BE ADMINISTERED BY A LICENSED VETERINARIAN AND MUST BE CURRENT FOR THE FULL LICENSING PERIOD. ALSO, PLEASE ALL ASSOCIATED ANIMAL VACCINATION HISTORY.
STATE LAW ALSO REQUIRES THAT YOU PROVIDE DOCUMENTARY PROOF. KINDLY ENCLOSE A PHOTOCOPY.
PLEASE ENCLOSE A PERSONAL CHECK OR MONEY ORDER MADE PAYALBE TO THE CITY OF LYNWOOD DEPARTMENT OF PUBLIC RELATIONS IN ONE OF THE FOLLWONG AMOUNTS:

Administrative Staff Use Only

Rabies Expiration: _____

DHLP/Annual Vaccine Expiration: _____

CIRCLE ONE

$20.00 IF DOG IS SPAYED/NEUTERED

$5.00 IF CAT IS SPAYED/NEUTERED

$60.00 IF DOG IS NOT SPAYED/NEUTERED

$10.00 IF CAT IS NOT SPAYED/NEUTERED

$7.50 SENIOR DOG (SENIOR AGE DEFINED AS 60 YEARS AND ABOVE)

Dogs are required to be spayed or neutered for discount

UPON SUCCESFULL REMITTANCE OF PAYMENT YOUR ANIMAL LICENSE WILL BE MAILED TO YOUR RESIDENCE.
THIS LICENSE EXPIRES IN 12 MONTHS. ALL LICENSES ARE TO BE RENEWED ANNUALLY.
PLEASE NOTE: DELINQUENCY CHARGE WILL BE EQUIVALENT TO THE COST OF THE LICENSE IF APPLICATION IS SUBMITTED MORE THAT 10 CALENDAR DAYS PAST EXPIRATION.

VERIFIED BY_____ LICENSE NUMBER_____ RC#_____

CONTRACT CITY IMPOUND PROCEDURES

Orientation

All new contract cities are required to have staff attend an orientation at the sheltering facility to familiarize them with the physical layout of the facility and the impound procedures.

Keys and gate openers

Each contract city will be provided with an electronic gate opener for the South gate off the rear alley and a key to Canine and Cat Receiving.

Upon termination of a contract all keys, unused paperwork, and gate openers must be returned to spcaLA.

Replacement or additional keys and gate openers
spcaLA will replace or provide additional keys or gate openers under the terms outlined in the City's contract.

Paperwork

There are three (3) forms used to process animals into the shelter.

spcaLA will provide the forms to each contract city at the commencement of the contract. Animal Control Officers may replenish their stock by requesting more from the sheltering facility.

During open hours, all fully completed paperwork, medical records and medication must be brought to the front counter and given to an Animal Care Counselor.

After hours, all fully completed paperwork must be placed in the Paperwork Drop Off located on the north side wall across from the after-hours drop off cage banks.

Soft slip
A soft slip form must be completed for every animal processed in to the facility, living or deceased, domesticated or wild. It is the record of all pertinent information pertaining to the impounded animal. Fill out completely. Be sure to include the officer name and badge #. See sample form.

S-R Form
An S-R form is to be filled out if:

a. there is any type of identification on the animal
b. there is a suspected owner
c. it is an owned, quarantined animal
d. the city wishes to hold the animal for ANY reason such as property check, investigation, etc.

This is also the form that allows the ACO to communicate any miscellaneous information about a particular animal to the shelter staff. See sample form.

Bite Report (Form H-1561)
If an animal is impounded due to a biting incident, the Bite Report must be filled out completely. The animal will be quarantined for a minimum of 10 days. See sample form.

Medical Records
Any medical records, treatment forms, or medications that accompany an animal must be submitted with the soft slip. Medications dropped off after hours are to be dropped into the lockbox in the receiving room.

Animals Requiring Medical Treatment

Any animal in need of medical treatment must be taken to the veterinarian or veterinary hospital with which the city has contracted. Once the vet has treated and released the animal for transport and unsupervised sheltering the ACO may transport the animal to the shelter. Medical records, treatment forms, and medications must accompany the animal and be submitted with the soft slip.

If an animal must be euthanized or dies while in the care of the veterinarian prior to transporting to the shelter, the animal will remain with the veterinarian for disposal. The animal must be scanned for a microchip. All normal paperwork must be filled out. If there are no animals to transport to the shelter at the time, the paperwork regarding the deceased animal can be faxed to (310) 676-4784. Original paperwork must be dropped off during the next visit to the shelter.

Dropping off Animals

All animals are brought on to the property through the back parking lot off the alley on the east side of the building, South gate. **Animals are not to be dropped off through the front (public) entrance at any time.**

All animals in need of medical treatment must be treated by a veterinarian before being dropped off.

Each city must have a universal scanner. A scanner can be obtained from AVID free of charge by calling 1-800-336-2843 and identifying the agency you are with.

The vehicle can be left in the alley during drop off as long as it is not blocking the alley way. Once the animal is unloaded, enter the receiving area and immediately close the gate.

Open vs. After Hours
The facility will be considered open as it pertains to drop off procedures if staff is on site. See "Hours of Operation".

During open hours, all fully completed paperwork must be brought to the front counter and given to an Animal Care Counselor.

After hours, all fully completed paperwork must be placed in the Paperwork Drop Off located on the north side wall across from the "cat drop off after hours" cage banks.

Procedure for Dogs

1. Scan animal for microchip
2. Place dog in canine receiving kennel and lock the kennel
3. If applicable, enter microchip number on soft slip and the S-R form in the notes section
4. Fill out soft slip
5. If there is any form of identification (tags, tattoo, microchip, etc.),or if the owner is known, fill out an S/R form
6. Fill out a bite report, if needed
7. Bring all paperwork to front counter, if the facility is open, or
8. Place paperwork in the Paperwork Drop Off box located in the receiving area

Procedure for Cats - *After Hours*

1. Scan animal for microchip
2. Place cat in the cat bank cage
3. Provide the cat with food, water, litter box and litter. Supplies are located on top of the bank of cages
4. If applicable, enter microchip number on soft slip and the S-R form in the notes section
5. Complete the soft slip
6. If there is any form of identification (tags, tattoo, microchip, etc.), or if the owner is known, fill out an S/R form and attach it to the soft slip
7. Place paperwork in the Paperwork Drop Off box located in the receiving area

Procedure for Cats - Open Hours

1. Scan for microchip
2. Place cat in Cat Room 1
3. If applicable, enter microchip number on soft slip and the S-R form in the notes section
4. Complete the soft slip
5. If there is any form of identification (tags, tattoo, microchip, etc.), or if the animal is known, fill out an S/R form and attach it to the soft slip
6. Bring paperwork to front counter

Procedure for Other Animals

1. If the animal is a rabbit, scan for microchip
2. Place animal in appropriate cat bank cage for open or closed hours
3. If animal is a rabbit and it is after hours, provide it with water
4. Enter microchip number on soft slip and the S-R form in the note section
5. Complete the soft slip
6. If there is any form of identification (tags, tattoo, microchip, etc.), or if the owner is known, fill out an S-R form and attach it to the soft slip
7. Bring paperwork to the front counter or put in Paperwork Drop Off box if the facility is closed

Procedure for Deceased Animals

1. Scan for microchip
2. Fill out soft slip
3. If applicable, enter microchip number on soft slip
4. Place animal in freezer in a barrel. DO NOT leave the animal on the floor.
5. Bring paperwork to front counter if dropping off during open hours or
6. Place paperwork in the Paperwork Drop Off box located in the receiving area

Quarantine Impound – Hearing or Humane Case

1. Secure the animal in the normal fashion
2. Fill out all appropriate paperwork, Soft Slip, S-R, and Bite Report
3. Provide as much information about the case as is known, including the case number on the S-R Form.

Citizen relinquishments of animals to an Animal Control Officer

As a courtesy to the citizens, some cities permit their officers to pick up owned dead animals or owned live animals for placement. If a city provides such a service, the Animal Control Officer must verify that the person is the owner of the animal being relinquished, and fill out the soft slip. Be sure to have the person read the certification, mark the animal has bitten or not bitten in the last 10 days, print their name and sign their name. Note the reason for the relinquishment on the back of the soft slip. Collect a fee of $50 for a live animal or $10 for a deceased animal. The fee must be turned in to spcaLA at the time the animal is dropped off. If spcaLA is closed when the animal is dropped off, leave the fee with the paperwork.

Hours of Operation

CLOSED Monday/Tuesday
Staff on site from 7:30 to 4:30

Wednesday thru Friday
Staff on site from 8:00 to 5:00

Saturday/Sunday
Staff on site from 8:00 to 5:00

Emergency Contacts

Contact #1 Pet Adoption Center Manager (323) 353-5461

Contact #2 Allison Ryan (323) 803-9430 (Asst Pet Adoption Center Manager)

Contact #3 Denise Jakcsy (323) 353-4662 (Sr. Director of Pet Adoption Centers)

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

PREPARED BY: City Attorney's Office

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD RATIFYING AND APPROVING AN AGREEMENT WITH ALMA K. MARTINEZ TO SERVE AS CITY MANAGER

Recommendation:

Staff recommends that the City Council adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD RATIFYING AND APPROVING AN AGREEMENT WITH ALMA K. MARTINEZ TO SERVE AS CITY MANAGER".

Background and Discussion:

On November 15, 2016, the City Council voted to appoint Ms. Alma K. Martinez as the new City Manager, and directed the City Attorney's Office to prepare any necessary agreement. As directed by the City Council, the City Attorney's Office has prepared an agreement with Ms. Alma K. Martinez, and has submitted the agreement to be approved by the attached resolution. The base salary provided for is One Hundred and Eighty Thousand Dollars ($180,000.00). The other terms are substantially the same as the previous City Manager's agreement.

Fiscal Impact:

The agreement provides for an annual salary of One Hundred Thousand and Eighty Thousand Dollars ($180,000.00). This salary is provided for in the FY 2016-17 budget.

AGENDA ITEM 25

RESOLUTION NO. 2016_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD RATIFYING AND APPROVING AN AGREEMENT WITH ALMA K. MARTINEZ TO SERVE AS CITY MANAGER

WHEREAS, Lynwood Municipal Code ("LMC") section 2-2.2 permits the City Council to appoint a City Manager to serve at the pleasure of the City Council; and

WHEREAS, LMC section 2-2.3 permits the City Council to determine and fix, by resolution or order, the City Manager's compensation; and

WHEREAS, on November 15, 2016, the City Council appointed the Alma K. Martinez as City Manager; and

WHEREAS, on November 15, 2016, the City Council directed the City Attorney's Office to draft an agreement that ratifies and approves the terms of the appointment of Alma K. Martinez as City Manager; and

WHEREAS, the proposed agreement (Attachment 1) is submitted with this Resolution for ratification and approval by the City Council.

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

Section 1. That the agreement with Alma K. Martinez is hereby ratified and approved.

Section 2. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this _____, 2016.

_____
Maria T. Santillan-Beas, Mayor

ATTEST:

_____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

_____
David A. Garcia, City Attorney

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, 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 _____**, 2016.**

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Maria Quinonez, City Clerk

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. **2016**_____on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this _____, **2016**.

_____
Maria Quinonez, City Clerk

CITY MANAGER EMPLOYMENT AGREEMENT

The City Management Employment Agreement ("Agreement"), is made and entered into this __th day of November, 2016, by and between the City of Lynwood, a municipal corporation, hereinafter called, "Employer" or "the City," and Alma Martinez, hereinafter called "Employee" or "City Manager," which supersedes any employment agreement entered into by Employee and Employer. From time to time Employer and Employee are referred to as "party" or "parties."

WITNESSETH

WHEREAS, Employer desires to employ the services of Employee as the City Manager pursuant to the provisions of California law and the Lynwood Municipal Code; and

WHEREAS, it is the desire of the governing board, hereafter called "City Council" to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Employee; and

WHEREAS, Employee desires to accept employment as City Manager of Employer;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties:

Employer hereby agrees to employ Employee as City Manager to perform the functions and duties specified in Section 2-2 of the Lynwood Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time direct and assign including serving as Executive Director for the Successor Agency to the Lynwood Redevelopment Agency, Lynwood Public Finance Authority, Lynwood Information, Inc. and any and all City related entities.

Section 2: At-Will Status:

A. Employee shall serve at the pleasure of the City Council and both parties fully acknowledge and hereby state that Employee is an at-will employee. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee for any reason, with or without cause, at any time, as the City Council in no way intends to alter, abrogate, or change its right to dismiss an at-will employee without notice, without reason, and without affording any right of appeal, as set forth in California Labor Code section 2922. Employee understands that Employee is an "at-will" employee serving at the pleasure of the City and subject to summary dismissal without any right of notice or hearing, including any so-called Skelly hearing. Employee acknowledges that while Employee is afforded benefits described in any memorandum or in an agreement with any employee bargaining unit, or is afforded benefits provided other City management, nothing in this Agreement or the City's policies or procedures, either now or in the future, is intended to change the at-will nature of this relationship.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee's position with City.

Section 3: Suspension:

Employer may suspend the Employee with or without full pay and benefits at any time during the term of agreement.

Section 4: Termination and Severance Pay:

A. In the event Employee is terminated during such time that Employee is willing and able to perform the requisite duties under this Agreement and under the Lynwood Municipal Code 2-2.6, then in that event Employer agrees to pay Employee a lump sum cash payment equal to _____ months' aggregate salary including any eligible sell back of leave provisions described in the City's Management Benefit Plan for said period, provided that Employee first signs a complete release absolving the City from any and all claims or potential claims that Employee may have against the City.

Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph in the event the Employee is terminated for 1) conviction of any crime involving moral turpitude; 2) City Manager's loss of legal capacity; 3) personal dishonesty by City Manager in performing Employee's duties hereunder; 4) acts of fraud or misrepresentation or any act of malfeasance or moral turpitude; 5) conflicts of interest or breach of fiduciary duty; 6) gross negligence or incompetence in performing Employee's duties hereunder; 7) willful breach by City Manager of any provision of this Agreement; 8) City Manager's insubordination or willful failure to follow City policies, procedures, rules or regulations; 9) City Manager's willful and serious misconduct; or 10) actions by City Manager that are detrimental to the reputation of the City; or 11) for material performance deficiencies, Upon termination of City Manager's employment with the City, the City shall be under no further obligation to City Manager, except to pay all accrued but unpaid Salary and vested benefits through date of termination.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reduction of all employees of Employer, or in the event Employer refuses to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion whether formal or informal, by the City Council that Employee resign, then, in that event Employee may, at Employee's option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

C. Payment For Accrued Vacation Benefits: Upon termination of this Agreement and the services of City Manager hereunder, City shall pay to City Manager the cash equivalent of all vacation accrued. Such cash equivalent shall be calculated by dividing City Manager's then-prevailing annual salary by 2080 hours and by multiplying the resulting quotient by the number of vacation hours accrued (but unused), as the case may be.

D. Sole Rights: The severance rights provided in this Section shall constitute the sole and only entitlement of City Manager in the event of the termination, and City Manager expressly waives any and all other rights except as provided herein.

Section 5: Disability:

If Employee is permanently disabled or is otherwise unable to perform Employee's duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement.

Section 6: Salary:

A. Employer agrees to pay Employee for Employee's services rendered pursuant hereto an annual base salary of ONE-HUNDRED AND EIGHTY-THOUSAND DOLLARS ($180,000.00) payable in installments at the same time as the other management employees of Employer are paid. Employer agrees to conduct an annual performance review not less than sixty (60) days prior to the anniversary date of this Agreement. Provided the performance review is satisfactory to the City Council, Employee's annual salary shall be adjusted on the anniversary date by a sum not greater than five percent (5%) of the annual salary for the preceding year. In addition to any performance adjustments to salary, Employer will provide cost of living adjustments to Employee's Base Salary on the anniversary dates in an amount (percent based) equal to cost of the increase granted to the management group. For purposes of such increases only increases received by the entire management group shall be considered and any increase or increases granted to members of the management group that result from a reclassification of titles or positions shall not be taken into account in settling Employee's cost of living adjustments to the Base Salary.

B. California Law/FLSA Exempt Status: City Manager agrees that Employee's position is as an exempt employee for the purposes of the Fair Labor Standards Act and under California law.

C. Employee understands and agrees that Employee compensation for the first pay period that Employee is working under this Agreement shall be prorated consistent with all applicable laws as Employee is commencing work in the middle of a pay period.

Section 7: Performance Evaluation:

A. The City Council may review and evaluate the performance of Employee periodically. This review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Criteria may be added to or deleted from, as the City Council may from time to time determine in consultation with the Employee. Further, the City Council shall provide the Employee with a summary of the findings of the City Council and provide an adequate opportunity for the Employee to discuss Employee's evaluation with the City Council.

B. Annually, the City Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Lynwood and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this section, the City Council and Employee mutually agree to abide by provisions of applicable law

D. Pursuant to the provisions of Section 2-2.9(b) of the Lynwood Municipal Code, the City Manager shall not be removed from office during or within a period of ninety (90) days next succeeding any general municipal election held in the City at which election a member of the City Council is elected.

Section 8: Hours of Work:

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off

Employee shall deem appropriate during said normal office hours in the same manner as accrued by the management staff on an annual basis.

Section 9: Outside Activities:

Employee shall not spend more than ten (10) hours per week in teaching, consulting or other non-City-connected business without the prior approval of the City Council, and none of Employee's outside activities shall be in conflict with Employee's performance and responsibilities as City Manager.

Section 10: Benefits:

A. Electronic Media Allowance: Employer shall provide City Manager with a monthly allowance for electronic media of Two Hundred and Fifty Dollars ($250.00) as full compensation for the cost associated with the purchase and use of electronic media to be used for City–related business, which allowance shall be paid to City Manager through payroll, with any applicable taxes and other payroll-liability cost deducted. City Manager understands that any applicable taxes are Employee's responsibility to pay and not covered by the City.

B. Bilingual Pay: Employee may be paid bilingual pay of One Hundred Twenty Five Dollars ($125.00) per month if Employee is fluent in a second language.

C. Medical, Dental, Vision and Life Insurance: Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, dental, vision, employee assistance program benefits and dependent's coverage group insurance covering Employee and Employee's dependents as provided to management employees of the City, including any cash-in-lieu medical benefits as provided to management employees of the City.

D. PERS: Employee shall be covered by the normal City Retirement System in the category of City Manager. Employer agrees to pay directly to the Public Employees Retirement System all payments needed to satisfy its required contribution to PERS on behalf of Employee. The City shall report Employee's payroll earnings to PERS as reflected in the current collective bargaining agreement with the Lynwood Employee Management Group, such that a non-classic member shall pay 100% of the member contribution.

E. Vacation, Personal and Sick Leave: Subject to vacation, personal and sick leave accruals as outlined in the Management Benefit Plan current as of the date this Agreement becomes effective, City Manager shall accrue leave as follows: Vacation at the rate of Eighty (80) hours per year; Sick leave at a rate of Ninety-Six (96) hours per year; Personal leave at a rate of Twenty (20) hours per year. City Manager's accrual rates shall be revised if the accrual rates which may be converted into cash, up to One Hundred and Sixty (160) hours in one year, as set forth in the Management Benefit Plan sell back provisions, are duly revised.

F. Employee shall be entitled to military reserve leave time pursuant to state law and local government policy.

G. Master's Degree: If qualified, Employee may be eligible for management benefit plan Master's Degree payment of Two Hundred Dollars ($200.00) monthly.

H. Car Allowance: Employee shall be entitled to a car allowance pursuant to state law and the applicable City policy, generally in the amount of $500.00 per month.

Section 11: Dues and Subscriptions:

If the amounts are duly approved in advance by City Council, Employer agrees to budget for and to pay for professional dues and subscriptions expenses of Employee necessary for Employee's continuation and full participation in national, regional State, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the Employer.

Section 12: Professional Development:

A. Membership: City encourages City Manager's continued professional development and membership and shall provide payment of appropriate related costs for such activities.

B. Out-of-Town Meetings and Seminars: City agrees to reimburse City Manager the actual cost for registration, travel, lodging, and meals and other reasonable expenses incurred by City Manager while attending overnight out-of-town meetings or seminars related to Employee's employment which are pre-approved by the City Manager and in accordance with the City's policies for expense reimbursement. To be eligible to receive reimbursement for meals and lodging for out-of-town meetings or seminars, City Manager must have budgeted funds available.

C. Local Meetings and Seminars: City agrees to reimburse City Manager the actual cost of registration, meals and other expenses necessarily incurred while in attendance at local meetings or seminars related to Employee's employment with City in accordance with the City's policies for expense reimbursement.

D. Incidental Expenses: City agrees to reimburse City Manager the actual cost of those incidental expenses necessarily incurred by City Manager while engaged in the business of City upon the presentation of an appropriate receipt therefore in accordance with the City's policies for expense reimbursement.

E. Approval by City Council: To be eligible to receive reimbursement for the memberships, travel and other expenses, City Manager shall obtain advance approval of City Council.

Section 13: Indemnification:

For the purposes of indemnification and defense of legal actions, City Manager shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City as set forth in the California Government Code. Accordingly, City shall defend, hold harmless and indemnify City Manager against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of City Manager's serves under this Agreement, to the extent required under California Labor Code 2802. This section shall not apply to any intentional tort or crime committed by City Manager, to any action outside the course and scope of the services provided by City Manager under this Agreement, or another intentional or malicious conduct or gross of City Manager.

Section 14: Bonding:

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment:

A. The City Council, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Lynwood Municipal Code or any other applicable law.

B. All provisions of the Lynwood Municipal Code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holiday, and benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in additional to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall receive compensable time, vacation and sick leave benefits as are afforded to department heads, including provisions governing accrual and payment therefore on termination of employment. Employee shall be entitled to sell back leave schedules in line with provisions eligible to all management employees.

Section 16: No Reduction of Benefits:

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree (measured in percentage terms) of such a reduction across-the-board for all employees of the Employer.

Section 17: Notices:

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER	**EMPLOYEE**
City of Lynwood	Alma Martinez
11330 Bullis Road	_____
Lynwood, California 90262	_____
Attn: Mayor _____	_____

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions:

A. Entire Agreement: This amended Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the parties with respect to City Manager's employment by City and contains all of the covenants and agreements between

the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

B. Conflicts Prohibited: During the term of this Agreement, City Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of City Manager's duties under this Agreement. City Manager shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

C. Other Employment: The parties acknowledge that City Manager may conduct, participate in or otherwise be in engaged in independent consulting projects not to exceed ten (10) hours (or one workday) per week. In no event should any services, employment or business pursuits be conducted in violation of the Agreement.

D. Effect of Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of that right or power for all or any other times.

E. Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are full force and effect as of the date of execution.

G. Independent Legal Advice: City and City Manager represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, City and City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City of Lynwood has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and City Manager has signed and executed this Agreement, all in triplicate.

CITY OF LYNWOOD:

Dated: _____, 2016

_____
Edwin Hernandez, Mayor

ATTEST:

_____
Maria Quinonez, City Clerk

Dated: _____, 2016

_____
Alma Martinez, City Manager

APPROVED AS TO FORM:

_____
David A. Garcia, City Attorney

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Maria Quinonez, City Clerk MQ
Lourdes Morales, Office Assistant II LM

SUBJECT: Review of Board and Commission Members & Annual Boards and Commissions Local Appointment List

Recommendation:

Staff recommends that the City Council review the list of Board and Commission members. Currently, there is one vacancy for the Planning Commission. The City Clerk's Office received three applications this year for the various boards and commissions. In accordance with rules outlined below, the City Council may make any adjustments to these Boards and Commissions, as it deems appropriate.

Additionally, staff recommends that the City Council direct staff to post the attached annual City of Lynwood Boards and Commission Appointment List pursuant to Government Code Section 54970 requirements.

Background:

Government Code Section 54970, known as the Maddy Act, requires the City Council to annually, by December 31st of each year, prepare a list of all regular and ongoing Boards, Commissions and Committees, which are appointed by the City Council. The Act requires that a list include the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications of the positions. Additionally, the Maddy Act requires the list to be posted at the public library and be available to members of the public.

AGENDA ITEM 26

Discussion & Analysis:

Lynwood Municipal Code Subsection 2-12.4 specifies the appointment and term of members:

a. Candidates for appointment to subsidiary public bodies shall be nominated by a council member and confirmed by a vote of the council. The appointed and confirmed candidates shall serve on the subsidiary public bodies to which they have been appointed until the earlier of:

    1. A replacement is presented to the council for confirmation by the appointing council member;
    2. The appointing council member's term in office has ended; or
    3. The resignation of an appointee.

b. Members of subsidiary public bodies shall hold office until their successors are appointed, qualified and take office.

c. Any and all provisions of this code relating to terms of office for members of subsidiary public bodies are hereby repealed and shall be governed by the provisions of this section. (Ord. #1584, §1)

LMC Subsection 2-12.1 (a)(2) states "The city council may remove any member of any commission, board or committee at any time and without cause; provided, however, that any action of the city council to remove a member of the personnel board from office prior to the expiration of his term shall not be effective unless approved by at least four (4) councilmen."

Fiscal Impact:

The action recommended in this report will not have a new fiscal impact.

Coordinated With:

City Attorney's Office

Attachments:

- Boards and Commissions Appointment List

BOARD AND COMMISSION APPOINTMENTS LIST

In compliance with the requirement of the Maddy Act, pursuant to Government Code Section 54972, the following is a list of the City of Lynwood's Boards and Commission members whose terms run through December 2016. The qualifications necessary to be appointed to a Board or Commission include being a resident of the City of Lynwood and at least 18 years of age. Appointment dates are shown following each name.

CDBG BOARD	PUBLIC SAFETY/TRAFFIC & PARKING COMMISSION	PERSONNEL BOARD	PLANNING COMMISSION
Meets the 1st Wednesday of each month at 6:00 p.m. in designated location on an as needed basis	Meets the 4th Thursday of each month at 6:00 p.m. in designated location on an as needed basis	Meets the 3rd Thursday of each month at 5:00 p.m. in designated location	Meets the 2nd Tuesday of each month at 6:00 p.m. in designated location
LORRAINE MOORE Appointment Date: 12/22/2015 Term Expires:12/31/2016 Appointed by: Council Member Alatorre	**JAIME ROBERTO FLORES, JR.** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Council Member Alatorre	**BARBARA BATTLE** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Council Member Alatorre	**ELIZABETH BATTLE** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Council Member Alatorre
ANDREW NUÑEZ Appointment Date:1/19/2016 Term Expires:12/31/2016 Appointed by: Mayor Hernandez	**ANTONIO MUNGUIA** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Mayor Hernandez	**REV. ROBERT ROBINSON JR.** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Mayor Hernandez	**Vacant** Term Expires:12/31/2016 Appointed by: Mayor Hernandez
YOLANDA RORIGUEZ-GONZALEZ Appointment Date:04/19/2016 Term Expires:12/31/2016 Appointed by: Council Member Solache	**JULIAN DEL REAL-CALLEROS** Appointment Date:1/19/2016 Term Expires:12/31/2016 Appointed by: Council Member Solache	**GARY HARDIE** Appointment Date:1/19/2016 Term Expires:12/31/2016 Appointed by: Council Member Solache	**JORGE CASANOVA** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Council Member Solache
EVELIA HERNANDEZ Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Mayor Pro Tem Castro	**ARTHUR MARTINEZ JR.** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Mayor Pro Tem Castro	**PAULETTE BRADLEY** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Mayor Pro Tem Castro	**KENNETH WEST** Appointment Date:12/22/2015 Term Expires:12/31/2016 Appointed by: Mayor Pro Tem Castro
DION CORNELIOUS Appointment Date: 12/2013 Term Expires:12/31/2017 Appointed by: Santillan-Beas	**ROWLAND BECERRA** Appointment Date: 12/2013 Term Expires:12/31/2017 Appointed by: Santillan-Beas	**HILARIO ESPARZA** Appointment Date: 12/2013 Term Expires:12/31/2017 Appointed by: Santillan-Beas	**BILLY YOUNGER** Appointment Date: 12/2013 Term Expires: 12/31/2017 Appointed by: Santillan-Beas

** This notice is to remain posted until December 31, 2016 (G.C §54972)

City of Lynwood
Commission and Board Member Application
(Must be Lynwood Resident)

RECEIVED
CITY OF LYNWOOD
NOV 21 2016
HUMAN RESOURCES & RISK MANAGEMENT

Name:
ARTHUR MARTINEZ JR

Address:
12223 ATLANTIC AVE # 1305

Telephone Number:

Cell Phone Number:
310-413-0033

E-mail Address:
ART56@EARTHLINK.NET

Applying for:

- [ ] Community Development Block Grant Board
- [x] Public Safety/Traffic & Parking Commission
- [ ] Planning Commission
- [ ] Personnel Board

RECEIVED
NOV 21 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE

What types of interests do you have that would enhance your service as a commissioner or board member on the commission or board you are applying for?
INTERESTS I AND WILL BE ALWAYS TO HELP COUNCIL AND ALL STAFF MENBER AND RESIDENCES MAKING SURE I CITY IS RUNNING FINE REGARDING PUBLIC SAFETY & T&P ISSUE'S

Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board?
MY EXPERTISE AS A VOP VOLUNTEER REGARDING SAFETY & T&P. AND MY MANY YEAR OF ME LIVING HERE IN LYNWOOD AND SERVING MY COUNCIL MEMBER AND RESIDENCES AS A HOLD.

Signature:
Arthur Martinez

Date:
11-21-16

Application must be submitted to:
Lynwood City Clerk's Office, 11330 Bullis Road Lynwood, CA 90262
For questions please call (310) 603-0220 ext. 214
(310) 886-0449 Fax

NOV21 16 12:17PM

City of Lynwood
Commission and Board Member Application
(Must be Lynwood Resident)

RECEIVED
NOV 23 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE

Name: Ana M. Barraza

Address: 3355 Seminole Ave.

Telephone Number: (323) 564-6229

Cell Phone Number: (323) 574-0948

E-mail Address:

Applying for:

- [ ] Community Development Block Grant Board
- [x] Public Safety/Traffic & Parking Commission
- [ ] Planning Commission
- [ ] Personnel Board

What types of interests do you have that would enhance your service as a commissioner or board member on the commission or board you are applying for?

My interest is that I have been reporting situations about public Safety and I have many Concerns. I have active Member of Block Watch for years. I care for our Community.

Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board?

Based on my Interest and also being a former Commisioner I know I could contribute good and positive feed back on Public Safety Issues.

Signature: Ana M. Barraza

Date: 11-23-16

Application must be submitted to:
Lynwood City Clerk's Office, 11330 Bullis Road Lynwood, CA 90262
For questions please call (310) 603-0220 ext. 214
(310) 886-0449 Fax

City of Lynwood
Commission and Board Member Application
(Must be Lynwood Resident)

RECEIVED
OCT 18 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE

Name:
Mrs. Traci Watkins

Address:
4335 Brewster Avenue

Telephone Number:
310-344-4990

Cell Phone Number:
same

E-mail Address:
traci.watkins13@gmail.com

Applying for:

- [ ] Community Development Block Grant Board
- [ ] Public Safety/Traffic & Parking Commission
- [x] Planning Commission
- [x] Personnel Board

What types of interests do you have that would enhance your service as a commissioner or board member on the commission or board you are applying for?

(Planning Commission) I am interested in moving the City forward in its efforts to provide the citizenry of Lynwood with the best business and residential developments that are desired/needed by the community.

(Personnel Board) I am interested in providing the City and its employees with employment practices.

Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board?

I have been employed in both city "community developoment and city "human resources" and I feel the experience I have acquired will make me an excellent selection for either the Planning or Personnel Commission.

Signature:

Date:
August 29, 2016

Application must be submitted to:
Lynwood City Clerk's Office, 11330 Bullis Road Lynwood, CA 90262
For questions please call (310) 603-0220 ext. 214
(310) 886-0449 Fax

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Maria Quinonez, City Clerk MQ
Lourdes Morales, Office Assistant II LM

SUBJECT: Mayoral Appointments for Various Organizations and Committees

Recommendation:

Staff respectfully recommends that the Mayor and Council review and appoint delegates and alternates for the various organizations and committees and direct staff to notify said organizations about these appointments.

Background:

Members of the City Council and staff serve on diverse municipal organizations that require representation of government officers. This participation allows the City to receive beneficial information and resources. Previously, the Mayor has made appointments to these organizations, with approval and ratification of members of the Council Members.

Discussion & Analysis:

The List of Municipal Organizations and Committees annually updated are:

- California Contract Cities Association
- City Selection Committee (Mayor is mandated Delegate and may appoint an Alternate)
- County Sanitation District (Mayor is mandated Delegate and may appoint an Alternate)
- Gateway Cities Council of Government
- Greater LA Vector Control District
- Hub Cities Consortium
- Independent Cities Association
- Independent Cities Lease Finance Authority

AGENDA ITEM 27

- League of California Cities
- Lynwood Unified School District Board Meetings
- National League of Cities
- Southern California Association of Governments
- Water Replenishment District of Southern California

As a result of the City Council reorganization, the list of appointments should be updated.

In March 2012, the Fair Political Practices Commission amended FPPC Regulation 18705.5 to allow a Public Official to participate in a decision that would appoint him/herself to an external board position, under a specific condition. That condition, as specified in FPPC Regulation 18705.5(c)(3), mandates that the City Council "adopts and posts on its website, on a form provided by the Fair Political Practices Commission, a list that sets forth each appointed position for which compensation is paid, the salary or stipend for each appointed position, the name of the public official who has been appointed to the position and the name of the public official, if any, who has been appointed as an alternate, and the term of the position."

To implement FPPC Regulation 18705.5, in May 2012, the FPPC adopted Form 806 (Agency Report of Public Official Appointments) that may be used by the City to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. This form is to be completed by the City and posted on its website, and updated as changes occur.

Once mayoral appointments are made, they will be added to the Form 806, which will be posted on the City's website.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City of Lynwood.

Coordinated With:

City Attorney's Office

Attachment:
- Mayoral Appointments Chart

2016 MAYORAL APPOINTMENTS TO INTERGOVERNMENTAL ORGANIZATIONS

	NAME OF ORGANIZATION	DESCRIPTION OF ORGANIZATION	MEETING TIME	APPOINTED DELEGATE	APPOINTED ALTERNATE
1	**CALIFORNIA CONTRACT CITIES ASSOCIATION** 11027 Downey Ave. Downey, CA 90241 Contact: Sharon Olivito (562) 622-5533 (562) 622-9555 Fax	Comprised of member cities that contract major municipal services on an as needed basis, such as police services, fire services, animal control, public works, and/or building and safety. Mail correspondence regarding appointments to contact. No stipend.	3rd Wednesday 6:30 p.m. Alternated between member city sites	Solache	Santillan-Beas
2	**CITY SELECTION COMMITTEE** Contact: Nyla Jefferson, Senior Board Specialist 500 W. Temple St. Room B50 Los Angeles, CA 90012 (213) 974-1431 phone (213) 633-5102 fax	Appoints City representatives to various organizations such as MTA, South Coast Air Quality Management District LAFCO, and the County Library Commission. Mail correspondence regarding appointments to contact. No stipend. *(Proxy must be completed and faxed to committee when Mayor is not attending. This is handled by CM's Office.)	Usually Held After League of CA Cities. 1st Thursday	Mayor is Mandated Delegate Hernandez	Alatorre *See Note

Appointments voted on by Council on 12/22/15

	NAME OF ORGANIZATION	DESCRIPTION OF ORGANIZATION	MEETING TIME	APPOINTED DELEGATE	APPOINTED ALTERNATE
3	**COUNTY SANITATION DISTRICT #1** 1955 Workman Mill Road, Whittier, CA 90601 (562) 699-7411 www.lacsd.org Contact: Kim Compton (562) 908-4288 ext. 1101 (562) 699-5422 Fax kcompton@lascsd.org	The Sanitation Districts provide environmentally sound, cost-effective wastewater and solid waste management. The Districts construct, operate, and maintain facilities to collect, treat, recycle, and dispose of waste water and industrial waste. E-mail contact regarding appointments. Also mail contact certification of appointment, include minutes of City Council meeting and Form 700 for incoming delegate and outgoing delegate and "AB1234 Ethics Training" certificate. Delegates receive $125 per meeting stipend.	2nd Wednesday 1:30 p.m.	Mayor is Mandated Delegate but may appoint a Alternate Hernandez	Solache
4	**GATEWAY CITIES COUNCIL OF GOVERNMENT (SELAC)** Richard Powers, Executive 16401 Paramount Blvd, Paramount, CA 90723 (562)663-6850 (562) 634-8216 Fax Contact: Jena Thompson (562) 663-6850 jthompson@gatewaycog.org	Serves as an advocate in representing the members of the Gateway Cities Council of Governments at the Regional State, and Federal levels on issues of importance to Southeast Los Angeles County. Serves as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance such as Transportation Planning & Funding Economic Development and Air Quality. E-mail contact regarding appointments. Delegates receive $125 per meeting stipend. Delegate and Alternate must submit assuming	1st Wednesday 6:00 p.m. Office 16401 Paramount Blvd, CA 90723	Alatorre	Hernandez

Appointments voted on by Council on 12/22/15

		office and leaving office statements (Form 700).			
	NAME OF ORGANIZATION	**DESCRIPTION OF ORGANIZATION**	**MEETING TIME**	**APPOINTED DELEGATE**	**APPOINTED ALTERNATE**
5	**GREATER LA VECTOR CONTROL DISTRICT** (S E Mosquito Abatement District) 12545 Florence Ave. Santa Fe Springs, CA 90670 (562) 944-9656 Contact: Ms. Truc Dever, Director of Community Affairs/Board Administrator	Non-enterprise, independent, special district, enabled and empowered to act as a public health agency as a result of legislation incorporated in the California State Health and Safety Code. One of five mosquito and vector control district in Los Angeles County. Mail correspondence regarding appointments to contact. Delegates receive $100 per meeting stipend. (Appointed Trustee must submit Form 700 and copy of "AB 1234 Ethics Training" certificate.)	2nd Thursday 7:00 p.m. Same Location	Alatorre Note: Former Mayor Morton is the delegate for 2012 - 2013 (Appt. must be a 2 or 4 year term and must be specified in writing)	Solache (No alternate required)
6	**HUB CITIES CONSORTIUM** 2577 Zoe Ave. Huntington Park, CA 90255 (323) 586-4700 (323) 586-4701 Fax Contact: Marisol Nieto (323) 586-4729	Provides a comprehensive system of training placement and career planning for job seekers throughout Southern California. Offers services for businesses and employers such as human resource and counseling services, labor market information and economic development services Mail correspondence regarding appointments to contact. Delegates receive $250 per meeting stipend.	3rd Thursday 5:15 p.m.	Santillan	Solache

Appointments voted on by Council on 12/22/15

	NAME OF ORGANIZATION	DESCRIPTION OF ORGANIZATION	MEETING TIME	APPOINTED DELEGATE	APPOINTED ALTERNATE
7	**INDEPENDENT CITIES FINANCE AUTHORITY** Post Office Box 1750, Palmdale, CA 93590-1750 Contact: Debbie Smith (877) 906-0941 independentcities@earthlink.org	An unaffiliated Joint Powers Authority, which is an independent governmental entity made up of several cities and counties. Authorized to provide funding to governmental entities for the purpose of financing equipment and capital improvement; provide down payment and closing cost assistance to qualified homebuyers; and, finance the purchase of manufactured home communities. E-mail contact regarding appointments. Delegates receive $150 per meeting stipend ($600 maximum per year).	2nd Wednesday 12 Noon (Meet as Needed) La Villa Basque in the City of Vernon	Hernandez	Solache
8	**INDEPENDENT CITIES ASSOCIATION** Post Office Box 1750, Palmdale, CA 93590-1750 (877) 906-0941 (661) 285-0481 Fax	Maintains public/private partnerships with carefully selected public and private sector organizations for the purpose of furthering the interest of all concerned. E-mail contact regarding appointments. No stipend.	2nd Thursday at quarterly intervals. 7:00-9:00 p.m. Member cities serve as a host.	Solache	Santillan-Beas

Appointments voted on by Council on 12/22/15

	Contact: Debbie Smith (877) 906-0941 independentcities@earthlink.org				
	NAME OF ORGANIZATION	**DESCRIPTION OF ORGANIZATION**	**MEETING TIME**	**APPOINTED DELEGATE**	**APPOINTED ALTERNATE**
9	**LEAGUE OF CA. CITIES** 1400 K Street, Sacramento, CA 95814 (916) 658-8200 Contact: Rob Corinke (562) 912-3483 robb@lacities.org	Association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence decisions that affect citites. E-mail contact regarding appointments. No stipend.	1st Thursday 7:00 p.m. Quiet Cannon Montebello	Santillan-Beas	Alatorre
10	**LYNWOOD UNIFIED SCHOOL DISTRICT BOARD MEETING** 11321 Bullis Road, Lynwood, CA 90262 (310)886-1600	Provides leadership and citizen oversight to the students within the district. Establishes visions and directs policies and goals. No stipend.	2nd & 4th Tuesday 6:00 p.m. LUSD Board Room	Solache	Castro
11	**NATIONAL LEAGUE OF CITIES** (202) 626-3100	Oldest and largest national organization representing municipal governments throughout the United States. Serves as a resource to and an advocate for mor than 19,000 cities, villages, and towns it represents.	To Be Announced	Santillan-Beas	Alatorre

Appointments voted on by Council on 12/22/15

		No stipend.			
	NAME OF ORGANIZATION	**DESCRIPTION OF ORGANIZATION**	**MEETING TIME**	**APPOINTED DELEGATE**	**APPOINTED ALTERNATE**
12	**SO. CA ASSN. COUNCIL OF GOVERNMENT (SCAG)** 818 W. 7th Street, 12th Flr. Los Angeles, CA 90017 (213) 236-1800 Contact: Debbie Salcido (213) 236-1993 salcido@scag.ca.gov	Largest of 700 councils of government in the United States functioning as th Metropolitan Planning Organization for six counties Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial. As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management and air quality. E-mail contact regarding appointments. Delegates receive $120 per meeting stipend.	Regional Council 1st Thursday 11:30 a.m. – 1:15 p.m. Transportation and Communication Committee 1st Thursday 9:30 a.m.	Solache	Alatorre
13	**WATER REPLENISHMENT DISTRICT OF SO. CALIF.** 4040 Paramount Blvd., Lakewood, CA 90723 (562) 921-5521 Contact: Abigail Andom, Board Secretary aandom@wrd.org	Plays an integral role in overall water resource management in southern Los Angeles County, Manages groundwater for nearly four million residents in 43 cities of southern Los Angeles County. E-mail contact regarding appointments. No stipend.	1st & 3rd Friday at 9:00 a.m.	Castro	Solache

Appointments voted on by Council on 12/22/15

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. A 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 Commissioners of the Housing Authority

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

AGENDA ITEMS ON FILE FOR CONSIDERATION
AT THE REGULAR MEETING OF
THE LYNWOOD HOUSING AUTHORITY
TO BE HELD ON DECEMBER 6, 2016
6:00 P.M.

11331 ERNESTINE AVENUE
LYNWOOD, CA 90262

Maria Quinonez
City Clerk
RECEIVED
DEC 01 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE
Duly Posted

MARIA TERESA SANTILLAN-BEAS
CHAIR

JOSE LUIS SOLACHE
VICE CHAIR

SALVADOR ALATORRE
COMMISSIONER

AIDE CASTRO
COMMISSIONER

EDWIN E. HERNANDEZ
COMMISSIONER

EXECUTIVE DIRECTOR
ALMA K. MARTINEZ

AUTHORITY COUNSEL
DAVID A. GARCIA

AUTHORITY SECRETARY
MARIA QUINONEZ

CITY TREASURER
GABRIELA CAMACHO

OPENING CEREMONIES

1. CALL TO ORDER

2. ROLL CALL OF MEMBERS

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

3. CERTIFICATION OF AGENDA POSTING BY AUTHORITY SECRETARY

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

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 Housing Authority or staff request specific items to be removed from the Consent Calendar for separate action.

4. MINUTES OF PREVIOUS MEETING

   Regular Meeting of June 21, 2016
   Special Meeting of November 1, 2016
   Regular Meeting of November 1, 2016

5. APPROVAL OF THE WARRANT REGISTER

   Comments:

   City of Lynwood Successor Agency warrant register dated December 6, 2016 for FY 2016/17.

   Recommendation:

   Staff respectfully recommends that the Lynwood City Council as Successor Agency approve the warrant register dated December 6, 2016.

ADJOURNMENT

THE LYNWOOD HOUSING AUTHORITY 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: December 6, 2016

TO: Honorable Chairman and Members of the Lynwood Housing Authority

APPROVED BY: Alma K. Martinez, Executive Director

PREPARED BY: Maria Quinonez, Secretary
Daryl Betancur, Executive Assistant to City Clerk

SUBJECT: Lynwood Housing Authority Minutes

Recommendation:

Staff recommends the Lynwood Housing Authority, approve the following minutes:

- Regular Meeting – June 21, 2016
- Special Meeting – November 1, 2016
- Regular Meeting – November 1, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated with: N/A

AGENDA ITEM 4

LYNWOOD HOUSING AUTHORITY
REGULAR MEETING
June 21, 2016

The Housing Authority of the City of Lynwood met in a regular meeting in the City Council Chambers, 11330 Bullis Road on the above date at 6:14 p.m.

Chair Hernandez presiding.

Commissioners Alatorre, Santillan-Beas, Solache, Vice Chair Castro and Chair Hernandez were present.

Also present were Executive Director Beltrán, Authority Counsel Garcia, Authority Secretary Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Authority Secretary 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 Vice Chair Castro, seconded by Commissioner Solache to approve the consent calendar as presented. Motion carried by unanimous consent.

Item #4. MINUTES OF PREVIOUS MEETING

Regular Meeting of May 17, 2016

Approved by Minute Order No. 2016-5

NEW/OLD BUSINESS

MOTION: It was moved by Commissioner Santillan-Beas, seconded by Commissioner Solache to hear item No. 5 in the Lynwood Housing Authority agenda in conjunction with item No. 25 on the regular agenda, and item No. 5 on the Lynwood Parking Authority agenda. Motion carried by unanimous consent.

Item #5. AMENDMENT TO AGREEMENT WITH KANE BALLMER & BERKMAN FOR SPECIAL COUNSEL SERVICES FOR A DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE PLAZA MEXICO EXPANSION ON BEHALF OF THE LYNWOOD HOUSING AUTHORITY, THE LYNWOOD PARKING AUTHORITY AND THE CITY AS REQUESTED

A JOINT RESOLUTION OF THE LYNWOOD PARKING AUTHORITY, THE LYNWOOD HOUSING AUTHORITY AND CITY COUNCIL, APPROVING AN AMENDMENT TO THE AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES T O THE AGREEMENT WITH KANE BALLMER & BERKMAN TO PERFORM LEGAL SERVICES ON BEHALF OF THE LYNWOOD PARKING AUTHORITY, THE LYNWOOD HOUSING AUTHORITY AND THE CITY COUNCIL OF THE CITY OF LYNWOOD IN CONNECTION WITH THE NEGOTIATION OF A DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE EXPANSION OF PLAZA MEXICO

Item tabled to July 5, 2016 by Minute Order No. 2016-6

ADJOURNMENT

Having no further discussion, it was moved by Vice Chair Castro, seconded by Commissioner Alatorre to adjourn the Lynwood Housing Authority meeting and recess to the Lynwood Parking Authority meeting at 6:16 p.m. Motion carried by unanimous consent.

Edwin Hernandez, Chair

Maria Quiñonez, Authority Secretary

LYNWOOD HOUSING AUTHORITY
SPECIAL MEETING
November 1, 2016

The Housing Authority of the City of Lynwood met in a regular meeting in the City Council Chambers, 11330 Bullis Road on the above date at 5:03 p.m.

The special meeting of the City Council scheduled for 5:00 p.m., Successor Agency and the Lynwood Housing Authority meetings were opened concurrently to discuss closed session items.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the special City Council meeting at 5:03 p.m. Motion carried by unanimous consent.

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Santillan-Beas to open the Lynwood Successor Agency meeting at 5:03 p.m. Motion carried by unanimous consent.

MOTION: It was moved by Vice Chair Castro, seconded by Commissioner Santillan-Beas to open the Lynwood Housing Authority meeting at 5:03 p.m. Motion carried by unanimous consent.

Chair Hernandez presiding.

Commissioners Alatorre, Santillan-Beas, Solache, Vice Chair Castro and Chair Hernandez were present.

Also present were Executive Director Beltrán, Authority Counsel Garcia, Authority Secretary Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Authority Secretary Quiñonez announced that the Agenda had been duly posted in accordance with the Brown Act.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

CLOSED SESSION

Authority Counsel Garcia led the Lynwood Housing Authority into closed session at 5:06 p.m.

MOTION: It was moved by Vice Chair Castro, seconded by Commissioner Santillan-Beas to recess to closed session at 5:06 p.m. Motion carried by unanimous consent.

The Lynwood Housing Authority reconvened to the regular meeting at 6:11 p.m.

Authority Counsel Garcia reported:

Item #4. With respect to the item(s) of closed session business discussed in closed session pursuant to Government Code section 54956.9:

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

Name of Case: Sacramento Superior Court Case No. 34-2014-80001977
Esperanza Rogel, et al. vs. Redevelopment Agency of the City of Lynwood

MOTION: It was moved by Vice Chair Castro, seconded by Commissioner Solache authorizing settlement negotiation in the Rogel Case including the potential developer that may be willing to build housing units that comply with the Rogel settlement requirement. Motion carried 5-0.

ADJOURNMENT

Having no further discussion, it was moved by Vice Chair Castro, seconded by Commissioner Alatorre to adjourn the Special City Council, City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency and Lynwood Housing Authority meetings at 6:12 p.m. and reconvene to the regular City Council meeting.

Edwin Hernandez, Chair

Maria Quiñonez, Authority Secretary

LYNWOOD HOUSING AUTHORITY
REGULAR MEETING
November 1, 2016

The Housing Authority of the City of Lynwood met in a regular meeting in the City Council Chambers, 11330 Bullis Road on the above date at 6:24 p.m.

Chair Hernandez presiding.

Commissioners Alatorre, Santillan-Beas, Solache, Vice Chair Castro and Chair Hernandez were present.

Also present were Executive Director Beltrán, Authority Counsel Garcia, Authority Secretary Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Authority Secretary 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 Vice Chair Castro, seconded by Commissioner Santillan-Beas to approve the consent calendar. Motion carried by the following roll call vote:

ROLL CALL:

AYES:	COMMISSIONERS ALATORRE, SANTILLAN-BEAS, SOLACHE, VICE CHAIR CASTRO AND CHAIR HERNANDEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

Item #4. MINUTES OF PREVIOUS MEETING(S):

Regular Meeting of September 20, 2016
Special Meeting of September 20, 2016

Approved by Minute Order No. 2016-7

Item #5. APPROVAL OF THE WARRANT REGISTER

RESOLUTION NO. 2016.008
A RESOLUTION OF THE LYNWOOD HOUSING AUTHORITY ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREFORE

ADJOURNMENT

Having no further discussion, it was moved by Vice Chair Castro, seconded by Commissioner Alatorre to adjourn the Lynwood Housing Authority meeting and recess to the Lynwood Public Financing Authority meeting at 6:24 p.m. Motion carried by unanimous consent.

Edwin Hernandez, Chair

Maria Quiñonez, Authority Secretary

AGENDA STAFF REPORT

DATE: December 6, 2016

TO: Honorable Chair and Members of the Lynwood Housing Authority

APPROVED BY: Alma Martinez, Executive Director

PREPARED BY: Dennis McLean, Interim Director of Finance
Lilly Hampton, Accounting Technician

SUBJECT: Approval of the Warrant Register

Recommendation:

Staff respectfully recommends that the Lynwood Housing Authority approve the warrant register for December 6, 2016.

----------Attached Warrant Register dated December 6, 2016----------

AGENDA ITEM 5

Bank code : lhausb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
2006	12/6/2016	003547	KANE, BALLMER & BERKMAN	22920		LEGAL SERVICES - PLAZA MEXICO-10/2016	
					01-001179	1053.26150	3,587.50
						Total :	**3,587.50**

1 Vouchers for bank code : lhausb **Bank total : 3,587.50**

CITY OF LYNWOOD

As Successor Agency to the Lynwood Redevelopment Agency

Maria Teresa Santillan-Beas, Mayor
Jose Luis Solache, Mayor Pro Tem
Salvador Alatorre, Councilmember
Aide Castro, Council Member
Edwin E. Hernandez, Council Member

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
DECEMBER 6, 2016
REGULAR MEETING
6:00 P.M.

11331 ERNESTIVE AVENUE

Maria Quinonez
CITY Clerk
RECEIVED
DEC 01 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE
Duly Posted

MARIA TERESA SANTILLAN-BEAS
MAYOR

JOSE LUIS SOLACHE
MAYOR PRO-TEM

SALVADOR ALATORRE
COUNCILMEMBER

AIDE CASTRO
COUNCILMEMBER

EDWIN E. HERNANDEZ
COUNCILMEMBER

CITY MANAGER
ALMA K. MARTINEZ

CITY ATTORNEY
DAVID A. GARCIA

CITY CLERK
MARIA QUINONEZ

CITY TREASURER
GABRIELA CAMACHO

OPENING CEREMONIES:

A. Call Meeting to Order

B. Roll Call (ALATORRE-CASTRO-HERNANDEZ, SOLACHE-SANTILLAN-BEAS)

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 – November 15, 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: December 6, 2016

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

APPROVED BY: Alma K. Martinez, City Manager

PREPARED BY: Maria Quinonez, City Clerk
Daryl Betancur, Executive Assistant to City Clerk

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 – November 15, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated with: N/A

AGENDA ITEM 1

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY
REGULAR MEETING
November 15, 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 6:28 p.m.

Mayor Hernandez presiding.

Council Members Alatorre (via teleconference), 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

CONSENT CALENDAR

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

Item #1. MINUTES FROM PREVIOUS MEETINGS:

Regular Meeting – October 18, 2016
Regular Meeting – November 1, 2016
Special Meeting – November 1, 2016

Approved by Minute Order No. 2016-22

Item #2. APPROVAL OF THE WARRANT REGISTER

RESOLUTION NO. 2016.012 ENTITLED:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, ALLOWING AND APPROVING THE DEMANDS AND WARRANTS THEREORE

ADJOURNMENT

Having no further discussion, it was moved by Mayor Pro Tem Castro, seconded by Council Member Solache to adjourn the City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency meeting at 6:29 p.m. and reconvene to the Regular City Council meeting.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk