

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

Procedures for Addressing the Council

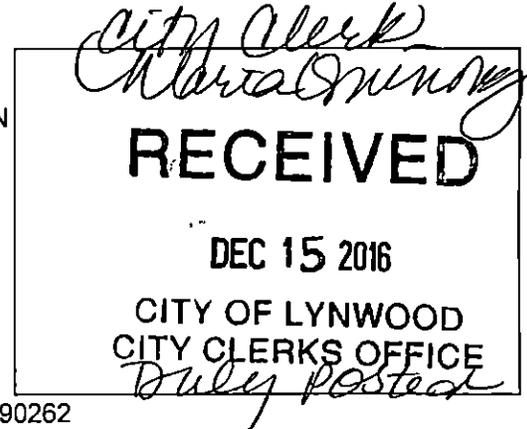
IN ORDER TO EXPEDITE CITY COUNCIL BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE COUNCIL FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE CITY CLERK PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE COUNCIL IN THE ABSENCE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

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

DECEMBER 20, 2016

BATEMAN HALL

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



MARIA TERESA SANTILLAN-BEAS
MAYOR

JOSE LUIS SOLACHE
MAYOR PRO-TEM

AIDE CASTRO
COUNCILMEMBER

CITY MANAGER
ALMA K. MARTINEZ

CITY CLERK
MARIA QUINONEZ

SALVADOR ALATORRE
COUNCILMEMBER

EDWIN E. HERNANDEZ
COUNCILMEMBER

CITY ATTORNEY
DAVID A. GARCIA

CITY TREASURER
GABRIELA CAMACHO

OPENING CEREMONIES

1. CALL TO ORDER
2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK
3. ROLL CALL OF COUNCIL MEMBERS

Salvador Alatorre
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

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

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.

8. MINUTES OF PREVIOUS MEETINGS:
 - Special Meeting – December 6, 2016
 - Regular Meeting – December 6, 2016
9. APPROVAL OF THE WARRANT REGISTER
 - Comments:
 - City of Lynwood warrant register dated December 20, 2016 for FY 2016-2017. (FIN)
 - Recommendation:
 - Staff recommends that the City Council approve the warrant register.
10. APPROPRIATION OF HOME AND CDBG REHABILITATION FUNDS
 - Comments:
 - The City of Lynwood has conducted a Housing Rehabilitation Program (HRP) since 1975, providing funding for lower-income (80% of area median income) owner-occupied properties in need of repair. The HRP is currently funded from the City's federal Home Investment Partnerships Program (HOME) and its Community Development Block Grant (CDBG) allocations. (DCE)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE APPROPRIATION OF HOME AND CDBG REHABILITATION FUNDS FROM THE UNAPPROPRIATED HOME AND CDBG FUND BALANCE".

11. CAL-CARD PURCHASE SUMMARY – APRIL 2016 THROUGH SEPTEMBER 2016 BILLING STATEMENTS

Comments:

The City of Lynwood uses the State of California Cal-Card Purchase Card Program. The cards are issued through U.S. Bank and are used as an alternative way to purchase goods. The Cal-Card Purchase Card Program offers cash rebate opportunities and security measures by blocking certain Merchant Category codes. Some of the high risk codes include convenience checks, bond payments, and wire transfers/money orders. (FIN)

Recommendation:

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

12. RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO SECURE THE SERVICES OF JUAN E. RAMIREZ, J.D. FOR BILINGUAL ENGLISH-SPANISH LANGUAGE INTERPRETATION AND AMERICAN SIGN LANGUAGE TRANSLATION SERVICES

Comments:

The City has had a contract with Juan Ramirez, JD, to provide English /Spanish and American Sign Language interpretation services for City Council meetings and other public events. These services are mandated to provide public accessibility under the Americans with Disabilities Act (ADA). The contract expires on December 31, 2016. This service qualifies as professional or special services under LMC 6 -3.9. (HR)

Recommendation:

Staff recommends that the City Council of the City of Lynwood adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING A CONSULTING SERVICES AGREEMENT WITH JUAN RAMIREZ, JD FOR ORAL SPANISH TRANSLATION AND AMERICAN SIGN LANGUAGE INTERPRETATION SERVICE".

13. 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 ADOPTION 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. (FIN)

Recommendation:

- Waive full reading and introduce for second reading, by title only, an Ordinance adding Chapter 4 Section 34 to Licensing and Business Regulations of the Lynwood Municipal Code entitled "Cannabis Businesses and Activity"; and
- Waive full reading and introduce for second reading the adoption of an Ordinance adopting 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

14. SECOND READING OF ORDINANCE NO. 1689 AND ORDINANCE NO. 1690

Comments:

The City Council introduced Ordinance No. 1689 and Ordinance No. 1690 for first reading on December 6, 2016. (CC)

Recommendation:

Staff recommends that the City Council waive reading and adopt the attached ordinances 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
- AN ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A BUDGET STABILIZATION ("RAINY DAY) FUND

15. AUTHORIZATION TO HOLD A PUBLIC HEARING ON A PROPOSED SERIES OF ANNUAL INCREASES IN MUNICIPAL WATER AND SEWER RATES AND SERVICE CHARGES OVER THE 5 YEAR PERIOD OF 2017 THROUGH 2021

Comments:

The City of Lynwood's Water and Sewer Utility is generating insufficient revenues at the current rate structure to maintain and operate the City's water and sewer systems; to improve and maintain their infrastructure; to meet the required debt service coverage ratio; and to set aside reserves at industry standard. Black & Veatch Management Consulting (Black & Veatch) conducted a study to prepare a multi-year financial plan, cost of service analysis and rate design for the City's Water and Sewer Enterprise funds to sustain these two systems. (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 A PUBLIC HEARING BE HELD ON A PROPOSED SERIES OF ANNUAL INCREASES IN MUNICIPAL WATER AND SEWER RATES AND SERVICE CHARGES OVER THE FIVE YEAR PERIOD OF 2017 THROUGH 2021."

16. APPROVAL OF AN AGREEMENT WITH BLACK AND VEATCH MANAGEMENT CONSULTING, LLC FOR PHASE II OF THE WATER AND SEWER RATE STUDY

Comments:

On February 13, 2013, the City Council awarded a contract to Black & Veatch Corporation in an amount not to exceed \$40,000 (Resolution 2013.019). On March 18, 2014, the City Council approved a contract with Black & Veatch Corporation to prepare a Needs Assessment Study and to update the Water and Sewer Rate Study. (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 AGREEMENT WITH BLACK AND VEATCH MANAGEMENT CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED \$35,000 FOR PHASE II OF THE WATER AND SEWER RATE STUDY".

17. BUS SHELTER PURCHASE - BUS STOPS IMPROVEMENT PROJECT, PROJECT NO. 4011.68.013

Comments:

On February 16, 2016, the City Council selected a bus shelter design and authorized staff to purchase the bus shelters. Staff selected Tolar Manufacturing (Tolar) based on the company's ability to meet the City's design criteria and schedule of delivery.

On April 6, 2016, the City and Tolar entered in a Purchase Order Agreement to fabricate fifty six (56) shelters, benches and trash receptacles for a purchase price of \$587,748.

The second phase of the project involves the installation of the shelters. As such, on July 5, 2016, the City Council awarded the Bus Stop installation to Martinez Concrete, Inc, for its low bid of \$370,917. (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 STAFF TO PURCHASE ADDITIONAL 12 NEW BUS SHELTERS FROM TOLAR MANUFACTURING IN THE AMOUNT OF \$125,268.44, APPROVING CONTRACT CHANGE ORDER NO.1 TO MARTINEZ CONCRETE IN THE AMOUNT \$34,740.00 FOR THE INSTALLATION OF THE SHELTERS FOR THE BUS STOPS IMPROVEMENT PROJECT; PROJECT NUMBER 4011.68.013 AND AUTHORIZING THE CITY MANGER TO APPROPRIATE \$200,000.00 FROM THE UNAPPROPRIATED PROPOSITION A FUNDS TO THE BUS STOPS IMPROVEMENT PROJECT."

18. IMMEDIATE NEED FOR TEMPORARY STAFFING REQUEST – CITY MANAGER'S OFFICE

Comments:

The City Manager has received notice that the position of Assistant to the City Manager will become vacant on December 30, 2016. The City Manager has assessed and determined that this position is vital to the operation of her department and must be temporarily staffed until the position is filled through the hiring process to fill the upcoming vacancy. The City Manager communicated that the position is critical to the operation for the immediate needs of her Department, which will impact the City Council and the City Manager respectively. It is imperative that the position be filled prior to the departure of the incumbent. The position is responsible to coordinate the activities and services of the City Manager's Office, including budget preparation and analysis, purchasing, and personnel administration of support staff; and to provide responsible and complex staff assistance to the City Manager.

It is vital that staff immediately seek the temporary assistance of an individual in order to ensure the department's continuity.

It is important that the operation continues with minimal interruption, and to ensure that this is achieved, staff needs to provide the immediate staffing to support and carry out the critical tasks in the City Manager's Office. (HR)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL A KEY POSITION IN THE CITY MANAGER'S OFFICE ON AN INTERIM BASIS UNTIL THE POSITION IS PERMANENTLY FILLED – ASSISTANT TO THE CITY MANAGER (PENDING COMPLETION OF MEET AND CONFER)".

19. IMMEDIATE NEED FOR TEMPORARY STAFFING REQUEST – FINANCE DEPARTMENT

Comments:

The Interim Finance Director has assessed and recommended that several key positions that are vital to the operation be temporarily staffed until the positions are fully staffed through the hiring process to fill the upcoming vacancies. The department's staffing levels are temporarily reduced due to retirements. The Interim Finance Director communicated that the need for the positions is critical to the operation to ensure continuity of the revenue collection, water-billing processing, and provide timely customer service to patrons that visit the Water Billing Division for the various types of daily financial transactions in the Water Billing Division.

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 AGREEMENTS TO FILL SEVERAL KEY POSITIONS IN THE FINANCE DEPARTMENT ON AN INTERIM BASIS THROUGH JUNE 2017 OR UNTIL VACANCIES ARE PERMANENTLY FILLED".

NEW/OLD BUSINESS

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

Comments:

On December 6, 2016, the City Council tabled this item and directed staff to bring back the Lynwood Boards and Commissions Appointment List for consideration of Mayor Pro Tem Solache, Council Member Hernandez and Mayor Santillan-Beas' appointees. Furthermore, the City Council unanimously approved Council Member Alatorre's appointee to the Safety/Traffic & Parking Commission and reappointment of his current Board Members/Commissioners and Council Member Castro's reappointment of her current Board Members/Commissioners to serve during the year of 2017. The City Council 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 four 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 (Maddy Act) requirements.

21. MAYORAL APPOINTMENTS FOR VARIOUS ORGANIZATIONS AND COMMITTEES

Comments:

The City Council tabled this item on December 6, 2016 and directed staff to bring back the Mayoral Appointments for Various Organizations and Committees for consideration at the next City Council meeting. 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. (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.

22. REPAIR OF CITY SURVEILLANCE CAMERA SYSTEM

Comments:

In October of 2016, Southern California Edison experienced a power failure that resulted in damage to City-owned, law enforcement radio signal equipment and supporting

infrastructure located at Century Station and at St. Francis Medical Center. There is a critical need to replace the equipment. (REC)

Recommendation:

Staff recommends that the City Council approve repairs to the City's camera surveillance system by adopting the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING REPLACEMENT AND REPAIRS OF DAMAGED RADIO COMMUNICATIONS EQUIPMENT IN THE AMOUNT OF \$16,998."

23. REQUEST FOR USE OF BATEMAN HALL AND FINANCIAL SUPPORT FOR THE ANNUAL BLACK HISTORY MONTH GOSPEL BRUNCH BY THE OFFICE OF STATE SENATOR LARA

Comments:

The Office of State Senator Ricardo Lara has submitted a request seeking the City of Lynwood's co-host sponsorship of the 6th Annual Black History Month Gospel Brunch to be held on February 4, 2017. Senator Lara's Office is requesting a sponsorship from the City in the form of a fee waiver for use of the Bateman Hall facility and a financial sponsorship of \$5,000. (REC)

Recommendation:

Staff recommends that the City Council review and consider approval of a fee waiver request from the Office of State Senator Ricardo Lara for the use of the Auditorium and Room #1 at Bateman Hall to host the annual Black History Month Gospel Brunch and to further sponsor the event with a \$5,000 financial sponsorship. The City Council can approve the request through adoption of the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF BATEMAN HALL AUDITORIUM AND ROOM #1 AND WAIVING THE RENTAL FEES IN THE AMOUNT OF \$1,158 AND ALLOCATING \$5,000 IN FINANCIAL SPONSORSHIP FOR THE EVENT."

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON JANUARY 3, 2017 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AKM*

PREPARED BY: Maria Quinonez, City Clerk *MQ*
Lourdes Morales, Office Assistant II *LM*

SUBJECT: Lynwood City Council Minutes

Recommendation:

Staff recommends the Lynwood City Council approve the following minutes:

- Regular Meeting – December 6, 2016
- Special Meeting – December 6, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated With: N/A



**LYNWOOD CITY COUNCIL
REGULAR MEETING
DECEMBER 6, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a regular meeting at Bateman Hall, 11331 Ernestine Avenue, Lynwood, CA on the above date at 6:13p.m.

Mayor Santillan-Beas 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, CASTRO, MAYOR PRO TEM SOLACHE AND MAYOR SANTILLAN-BEAS

ABSENT: COUNCIL MEMBER HERNANDEZ

STAFF PRESENT: City Manager Martinez, City Attorney Garcia, City Clerk Quiñonez, 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 City Clerk Maria Quiñonez.

Item #6. PRESENTATIONS/PROCLAMATIONS

- Sheriff Captain Carter- Update on Law Enforcement Issues

Lieutenant Chavez reported on the anti-bullying presentations conducted by sheriff deputies in various elementary schools from pre-kindergarten to 8th grade during school assemblies and afterschool programs. Additionally, she thanked the City Council for allowing them to participate in the Candy Cane Lane Parade. She also expressed gratitude to the residents of Lynwood for their donations to the Century Sheriff's Station's Toy Drive.

Council Member Alatorre informed Lieutenant Chavez he had received complaints regarding oversized trucks on Norton Avenue. He requested the presence of law enforcement on that street.

Lieutenant Chavez stated she would designate staff trained in that matter to that specific area.

Mayor Pro Tem Solache thanked the sheriff deputies for working through the holidays and keeping their community safe.

- City Council Members Reporting on Meetings Attended

City Council did not report on any meetings attended.

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

MOTION: It was moved by Mayor Pro Tem Solache seconded by Council Member Alatorre to recess to the City of Lynwood as the Successor Agency to the Lynwood Redevelopment Agency at 6:20 p.m. Motion carried by unanimous consent.

The City Council recessed to the Successor Agency meeting at 6:20 p.m.

- LYNWOOD HOUSING AUTHORITY

MOTION: It was moved by Council Member Castro, seconded by Council Member Alatorre to recess to the Lynwood Housing Authority at 6:23 p.m.

The City Council reconvened to the regular City Council meeting at 6:23 p.m.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

Tony Gomez, president of Latin World Car Club expressed his gratitude to the City Council and Recreation staff for allowing them to host their annual car show and toy drive in the city. He presented the City Council with 7 bags of toys collected from their event and stated his group would volunteer during the Community Service Day event scheduled for December 15th.

Daniela Espinoza Rodriguez, representative of Wesley Health Centers and active member of Relay for Life of Lynwood and South Gate presented Mayor Pro Tem Solache with a plaque on behalf of the Relay for Life of Lynwood and South Gate to honor his continuous support in the fight against cancer.

Sandra Orozco stated she was recently awarded democratic woman of the year by Assembly 63 and congratulated City Clerk Quinonez for the invocation offered at the beginning of the meeting. She spoke in support of the Relay for Life efforts and shared that her father was a cancer victim amongst others she knew. Additionally, Ms. Orozco commended the City Council for acknowledging the sheriffs.

Harry Gibbens congratulated Ms. Santillan-Beas for her new appointment as Mayor and requested City Council provide guidance to the newly appointed City Manager in acquiring the armory property. Mr. Gibbens inquired as to the whereabouts of the previous City Manager.

PUBLIC HEARING

Item #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

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

Santiago Lopez, Marcos Olivas, Ramon Rodriguez, Harry Gibbens, Pearline Calderon, Ana Maria Barraza, Maggie Ochoa, Raul Oriesgo Francisco Chavez, Alicia Fombona, Julio Torres, Domitila Aguilar, Concepcion Zepeda, Martina Rodriguez, Maria Alvarado and Roberto Castro spoke in opposition to this item.

Council Member Castro advised speakers to provide their name and address for the record.

Kyle Kazan, Regina Jake, Nick Marrow, Yami Bolanos, Barry Kramer, Sandra Orozco, Alexis Carole, Christian, Marco Cotez, Martin, Mr. Benedict and Jaime Martin spoke in support of this item.

Kaley commented on the poverty levels in the city, racism and the LBGT Community.

Jessica Ramos commented on the presence of sheriff deputies during the meeting and their role in enforcing the rules of decorum.

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

City Attorney Garcia provided a report concerning staff recommendations delineated in the agenda item.

Council Member Alatorre requested that the City Attorney depict the location of the manufacturing zones per the Lynwood Municipal Code.

City Attorney Garcia replied that per the Lynwood Municipal Code, a general plan was implemented which was illustrated in a map available on the City's website with the various zones within the city. He stated that the Planning Commission recommended allowing these businesses in the "M" zone, which was designated as the manufacturing sites in the city.

Council Member Alatorre requested an example of the location of an existing business be provided.

City Attorney Garcia stated he did not have a list of businesses available, but affirmed that any manufacturing building used for goods and products such as a former chocolate factory were permitted within the "M" zone.

Council Member Alatorre thanked the Lynwood community for expressing their opinion. He stated he sympathized with cancer patients, but saw many consultants in attendance who were interested in their own economic development. Council Member Alatorre made reference to the City of Long Beach's election where a measure concerning cannabis was taken to the voters for their approval. Additionally, he expressed his concerns in regards to the minimal amount of tax revenue that would be allocated to City of Lynwood from this type of business, potential public safety issues due to the shortage in law enforcement, exposure of cannabis to children and youth, usage of electricity and water to sustain the cultivation of cannabis and illegal dispensaries operating in the city.

Council Member Castro shared her personal experience in using cannabis for medicinal purposes due to a recent surgery. She spoke about alcohol consumption in the presence of children, the separation of church and state, the freedom of choice, the effort to regulate cultivation of cannabis, City Council's accomplishments and the democratic process. She mentioned she waited for the results of Proposition 64 to be concluded before bringing this item back for consideration and announced that the majority of the residents in Lynwood were in favor of using recreational marijuana. Additionally, Council Member Castro provided a box containing signatures of residents in favor of this ordinance to the City Clerk. Furthermore, she clarified that the City of Long Beach placed a measure to the voters to permit dispensaries and thus, the tax revenue and breakdown would differ from this city. She added that the intention of this ordinance was to regulate and decriminalize cannabis at a local level rather than allowing the state to place restrictions.

Mayor Pro Tem Solache stated that everyone was entitled to voice their concerns and added that every individual was smart regardless of the type of degree they possessed. He thanked the community for sharing their thoughts on this matter and respected the residents who were in opposition and in favor of this ordinance. He also spoke on delaying any action on this topic until they were made aware of the outcome of proposition 64 in their community. Moreover, he announced the doors to his office were

opened to anyone who wished to express their concerns and continue to discuss this issue. Lastly, he stated that his goal was to regulate cannabis and do what was best for the community.

Mayor Pro Tem Solache asked City Attorney Garcia whether marijuana dispensaries were to remain illegal in the city.

City Attorney Garcia recommended that Council consider banning all types of dispensaries in the city.

Mayor Santillan-Beas thanked the public for their attendance. She too postponed voting on this item until the voters made their determination on this matter via Prop 64 and stated that the ultimate goal was to regulate the cultivation of marijuana. She commented on the challenges the city faced while attempting to close illegal dispensaries that were operating within the City due to limited resources. She also acknowledged Council's accomplishments; explained that the cultivation of marijuana would be conducted in an enclosed facility; thanked the community for approving the penny tax and spoke about the role parents have in their children's lives.

MOTION: It was moved by Council Member Castro, seconded by Mayor Pro Tem Solache to approve staff's recommendations by the following vote:

ROLL CALL:

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

ORDINANCE NO. 1688 ENTITLED:

ORDINANCE ADOPTING 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

CONSENT CALENDAR

Agenda item number's 13 and 16 were pulled from the Consent Calendar for separate consideration as requested by Council Members Castro and Alatorre.

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

ROLL CALL:

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

NOES: NONE

ABSTAIN: NONE

ABSENT: COUNCIL MEMBER HERNANDEZ

Item #9. MINUTES OF PREVIOUS MEETINGS:
Regular Meeting – November 1, 2016
Special Meeting – November 15, 2016
Special Meeting – November 15, 2016

Approved by Minute Order No. 2016-151

Item #10. APPROVAL OF THE WARRANT REGISTER

RESOLUTION NO. 2016.240 ENTITLED:

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

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

RESOLUTION NO. 2016.241 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, 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

ORDINANCE NO. 1689 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

ORDINANCE NO. 1690 ENTITLED:

AN ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A BUDGET STABILIZATION ("RAINY DAY") FUND

Item #12. COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

RESOLUTION NO. 2016.242 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

Item #13. CLAIM FOR DAMAGES BY HAZEL SANCHEZ (Pulled)

Council Member Castro inquired whether the water hose was property of the city.

Director of Human Recourses Haydee Sainz stated that the hose belonged to the owner.

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

ROLL CALL:

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

Denied by Minute Order No. 2016-152

Item #14. CLAIM FOR DAMAGES BY SABINA MONTELLANO

Denied by Minute Order No. 2016-153

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

Denied by Minute Order No. 2016-154

Item #16. DIAL-A-TAXI CONTRACT EXTENSION (Pulled)

Council Member Alatorre requested staff clarify the reasons for recommending this service provider rather than the ones previously selected whose prices were at a lower cost.

Director of Recreation and Community Services, Mark Flores admitted that Dial-A-Taxi was pricier; however, he stated that there were issues with the previous provider and were well below the annual allocation for services in this area.

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

ROLL CALL:

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

RESOLUTION NO. 2016.243 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

Item #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

RESOLUTION NO. 2016.244 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

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

RESOLUTION NO. 2016.245 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

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

RESOLUTION NO. 2016.246 ENTITLED:

A RESOLUTION OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO INCUR EXPENDITURES EXCEEDING CITY MANAGER'S \$15K PURCHASING AUTHORITY LIMIT FOR VARIOUS VENDORS

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

RESOLUTION NO. 2016.247 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

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

RESOLUTION NO. 2016.248 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

Item #22. AMENDMENT TO THE AGREEMENT WITH CCM I

RESOLUTION NO. 2016.249 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

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

RESOLUTION NO. 2016.250 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

Item #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

RESOLUTION NO. 2016.251 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO ISSUE AN RFP/RFQ 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

NEW/OLD BUSINESS

Item #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

MOTION: It was moved by Mayor Pro Tem Solache, seconded by Council Member Castro to approve staff's recommendations by the following vote:

ROLL CALL:

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

NOES: NONE

ABSTAIN: NONE

ABSENT: COUNCIL MEMBER HERNANDEZ

RESOLUTION NO. 2016.252 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

Item #26. REVIEW OF BOARD AND COMMISSION MEMBERS & ANNUAL BOARD AND COMMISSION LOCAL APPOINTMENT LIST

Council Member Castro reappointed her current Commissioners/Board Members to serve in the year 2017.

Council Member Alatorre appointed Ana Maria Barraza to the Public Safety/Traffic and Parking Commission and reappointed his current Commissioners/Board Members to serve in the year 2017.

Council Member Castro inquired whether Council Member Alatorre was aware that translation services were not provided during Commission/Board meetings.

Council Member Alatorre stated he was content with his selection.

This item was approved by unanimous consent.

Approved by Minute Order No. 2016-155

Item #27. MAYORAL APPOINTMENTS FOR VARIOUS ORGANIZATIONS AND COMMITTEES

This item was tabled by unanimous consent.

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

Council oral and written communications were moved to the end of the meeting by unanimous consent.

Council Member Alatorre stated he was hopeful for a plan to mitigate public safety in manufacturing zones due to the approval of the cultivation and manufacturing of cannabis. He also made reference to the percentage of money that was allocated to public safety and the lack of taxes paid by some business owners.

Council Member Castro thanked both residents and non-residents for their attendance. She stated that a leader required fortitude to make tough decisions, which at times, were not the most popular. She also made reference to the process of a recall and protests made by the community.

Mayor Santillan-Beas wished everyone a Merry Christmas and Happy New Year and reminded the public to attend City Council meetings every first and third Tuesday of the month.

Mayor Pro Tem Solache thanked everyone who had voiced their opinion throughout the past three months and stated looking forward to implementing the new ordinance to cultivate and manufacture cannabis.

ADJOURNMENT

Having no further discussion, it was moved by Council Member Castro, seconded by Mayor Santillan-Beas to adjourn the regular City Council at 8:46 p.m. Motion carried by unanimous consent.

Maria Teresa Santillan-Beas, Mayor

Maria Quiñonez, City Clerk

**LYNWOOD CITY COUNCIL
SPECIAL MEETING
DECEMBER 6, 2016**

Item #1. CALL TO ORDER

The City Council of the City of Lynwood met in a special meeting in Bateman Hall, 11331 Ernestine Avenue, Lynwood, CA on the above date at 5:00 p.m.

Mayor Santillan-Beas 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, CASTRO, MAYOR PRO TEM
SOLACHE AND MAYOR SANTILLAN-BEAS

ABSENT: COUNCIL MEMBER HERNANDEZ

STAFF PRESENT: City Manager Martinez, City Attorney Garcia, City Clerk Quiñonez 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

CLOSED SESSION

Item #6. Closed Session Items

The special meetings of the **City Council** scheduled for 5:00 p.m., and the **Lynwood Successor Agency to the Redevelopment Agency** were opened concurrently to discuss closed session items.

City Attorney Garcia led the City Council into closed session.

MOTION: It was moved by Council Member Alatorre, seconded by Mayor Pro Tem Solache to recess to closed session at 5:07 p.m. Motion carried by unanimous consent.

The City Council reconvened at 6:10 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)

Union Negotiations – Time Off During the Last Week of December 2016

MOTION: It was moved by Council Member Castro, seconded by Mayor Santillan-Beas to allow employees with earned accrued time to be off during the last week of December and to operate with a skeleton crew based on City Manager approval. Motion carried 4-0.

Union Negotiations – Medical Lifetime Benefits

MOTION: It was moved by Mayor Pro Tem Solache, seconded by Council Member Castro to delay the implementation of any decision on elimination of lifetime medical benefits to June 30th 2017. Motion carried 4-0.

The City Council also provided direction on other union negotiation matters that is not reportable.

- 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: Four

Case Number 1 – No reportable action.

Case Number 2 – No reportable action.

Case Number 3 – No discussion was held.

Case Number 4 – No discussion was held.

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 - EXISTING LITIGATION -
Government Code section 54956.9(d)(1)

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

MOTION: It was moved by Council Member Castro, seconded by Mayor Pro Tem Solache to provide direction on potential resolution of that matter. Motion carried 4-0

ADDENDUM

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

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

1. Name of Case: Los Angeles Superior Court Case No. BS 106 592, Esperanza Rogel, et al. vs Redevelopment Agency of the City of Lynwood
2. Name of Case: Sacramento Superior Court Case No. 34-2014- 80001977, Esperanza Rogel, et al. vs Redevelopment Agency of the City of Lynwood

MOTION: It was moved by Mayor Pro Tem Solache, seconded by Council Member Castro to provide direction to defense counsel on potential resolution on that matter. Motion carried 4-0.

CITY COUNCIL ORAL AND WRITTEN COMMUNICATIONS

Mayor Pro Tem Solache affirmed the City Council's commitment to the employees and delayed any action on medical lifetime benefits to provide time for further negotiations.

ADJOURNMENT

Having no further discussion, it was moved by Council Member Castro, seconded by Mayor Pro Tem Solache to adjourn the Special City Council at 6:13 p.m. Motion carried by unanimous consent.

Maria Teresa Santillan-Beas, Mayor

Maria Quiñonez, City Clerk



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager *AMS*

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

SUBJECT: Approval of the Warrant Register

Recommendation:

Staff respectfully recommends that the Lynwood City Council approve the warrant register dated December 20, 2016.

-----Attached Warrant Register dated December 20, 2016-----



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
185561	11/01/2016	007575 LEGEND PUMP & WELL		12/12/2016	Lost in Mail 185959	08/08/2016	11,911.95	11,911.95
185834	12/06/2016	000028 EXCEL PAVING COMPANY		12/14/2016	Wrong Payee	10/21/2016	27,420.00	
				12/14/2016		10/21/2016	23,700.00	51,120.00
							apbank Total:	63,031.95
2 checks in this report							Total Checks:	63,031.95

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002563	11/30/2016	005838 BARRIOS, DEBORAH D.	005838123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	1,288.96 Total : 1,288.96
1002564	11/30/2016	007117 BROOKS, REGINA	007117123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	418.83 Total : 418.83
1002565	11/30/2016	005861 CABARET, MARILYN	005861123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	516.96 Total : 516.96
1002566	11/30/2016	005862 COBB, LAFEVEVA	005862123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	172.23 Total : 172.23
1002567	11/30/2016	006115 COULSON - JOHNSON, SERENA	006115123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	688.22 Total : 688.22
1002568	11/30/2016	006336 DELGADO, ARTHUR	006336123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	195.98 Total : 195.98
1002570	11/30/2016	002557 DENURE, CAROL	002557123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	418.83 Total : 418.83
1002571	11/30/2016	008557 GRAHAM, EUGENIA	008557123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	195.98 Total : 195.98
1002572	11/30/2016	000799 LORNA HAWKINS	000799123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	480.05 Total : 480.05
1002573	11/30/2016	006915 HERNANDEZ, MARIA	006915123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002573	11/30/2016	006915 HERNANDEZ, MARIA	(Continued)		7151.35.355.64012	418.83
					Total :	418.83
1002574	11/30/2016	006123 LIMON, ISMAEL	006123123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	1,288.96
					Total :	1,288.96
1002575	11/30/2016	005870 MC CONNAUGHEY, JOHN	005870123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	756.00
					Total :	756.00
1002576	11/30/2016	005982 MC CLOUD, WILLIAM	005982123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	172.23
					Total :	172.23
1002577	11/30/2016	005871 MILLS, GILBERT	005871123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	283.04
					Total :	283.04
1002578	11/30/2016	005873 NELSON, ELLA	005873123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	469.46
					Total :	469.46
1002580	11/30/2016	005983 NUNO DENIZ, FRANCISCO	005983123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	469.46
					Total :	469.46
1002581	11/30/2016	006209 OCHOA, MIKE	006209123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	418.83
					Total :	418.83
1002582	11/30/2016	005984 ROBERSON, MAURICE	005984123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	469.46
					Total :	469.46
1002583	11/30/2016	006233 SANCHEZ, HELEN	006233123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	172.23

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002583	11/30/2016	006233 006233 SANCHEZ, HELEN	(Continued)			Total : 172.23
1002584	11/30/2016	006071 SARA VIA, CESAR	006071123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	469.46 Total : 469.46
1002585	11/30/2016	008424 SIDDELL, STEPHANIE	008424123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	418.83 Total : 418.83
1002586	11/30/2016	007290 SOTO, MARICRUZ	007290123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	195.98 Total : 195.98
1002587	11/30/2016	005875 SYMONDS, CHARLES	005875123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	241.38 Total : 241.38
1002588	11/30/2016	006304 WALLACE, BENJAMIN	006304123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	283.04 Total : 283.04
1002589	11/30/2016	008246 WINBUSH, VELMA	008246123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	441.53 Total : 441.53
1002590	11/30/2016	005859 ADAMS, LUTHER	005859123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016 7151.35.355.64012	241.38 Total : 241.38
1002594	11/30/2016	000053 CALPERS	100000014858950	05-001394	ANNUAL UNFUNDED ACCRUED LIABILITY-11/2016 2011.35.340.61005	26,608.93 Total : 26,608.93
1002595	12/7/2016	000053 CALPERS	2163		MEDICAL PREMIUM-12/2016 1011.20140 7151.35.355.64012 7151.35.355.64399	135,970.02 40,534.02 593.74

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
1002595	12/7/2016	000053 000053 CALPERS	(Continued)			
						Total : 177,097.78
		28 Vouchers for bank code : apbank				Bank total : 215,292.85
		28 Vouchers in this report				Total vouchers : 215,292.85

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185931	11/30/2016	000141 AT&T	3378414401110716		TELEPHONE SERVICE-11/2016 6051.45.450.64501	33.06
			3378414402110716		TELEPHONE SERVICE-11/2016 6051.45.450.64501	33.06
					Total :	66.12
185932	11/30/2016	006399 AT&T	000008538767		TELEPHONE SERVICE-8/2016 1011.65.290.64501	564.24
			000008699785		TELEPHONE SERVICE-9/2016 1011.65.290.64501	0.35
			000008699786		TELEPHONE SERVICE-9/2016 1011.65.290.64501	125.48
			00008705322		TELEPHONE SERVICE-9/2016 1011.65.290.64501	665.27
					Total :	1,355.34
185933	11/30/2016	001330 CANON FINANCIAL SERVICES, INC.	16689785		COPIER LEASE-MAINTENANCE & PRINTS-11/2016	
				01-001166	1011.25.205.63030	131.68
				01-001166	1011.35.330.63030	50.62
				01-001166	1011.30.270.63025	48.07
				01-001166	1011.30.275.63025	48.07
				01-001166	1011.30.310.63025	48.07
				01-001166	1052.30.315.63025	33.92
				01-001166	6051.30.315.63025	33.92
				01-001166	6401.30.315.63025	33.92
				01-001166	1011.65.250.63030	44.58
				01-001166	1011.65.290.63030	44.58
				01-001166	1011.45.415.63025	89.52
				01-001166	6051.45.450.63025	89.52
				01-001166	1011.45.405.63030	87.69
				01-001166	1011.45.614.63030	87.69
				01-001166	1011.51.501.63025	295.99
				01-001166	1011.51.515.63025	95.99
			16698047		COPIER LEASE MAINTENANCE & PRINTS-11/2016	
				01-001166	1011.35.330.63030	139.83
				01-001166	1011.30.270.63030	46.63

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185933	11/30/2016	001330	CANON FINANCIAL SERVICES, INC.	(Continued)		
				01-001166	1011.30.275.63030	46.63
				01-001166	1011.30.310.63030	46.63
				01-001166	1052.30.315.63030	46.63
				01-001166	6051.30.315.63030	46.63
				01-001166	6401.30.315.63030	46.63
				01-001166	1011.65.250.63030	69.94
				01-001166	1011.65.290.63030	69.94
				01-001166	1011.51.501.63025	139.88
				01-001166	1011.51.501.63030	139.88
					Total :	2,103.08
185934	11/30/2016	000955	CENTRAL BASIN MUNICIPAL WATER	LYN-OCT16	IMPORTED WATER FOR LYNWOOD RESIDENTS-10/2016	
				06-006461	6051.45.450.67415	27,164.96
					Total :	27,164.96
185935	11/30/2016	007206	CHEVRON	48937821	FLEET FUEL CHARGES-10/16/2016-11/15/2016	
				06-006469	7011.45.420.65010	9,490.28
					Total :	9,490.28
185936	11/30/2016	001987	DISTRICT OF SOUTHERN CALIF., WATER	001987093016	GROUNDWATER PRODUCTION & ASSESSMENT-9/2016	
				06-006472	6051.45.450.67415	122,292.72
					Total :	122,292.72
185937	11/30/2016	010174	MCLEAN, DENNIS	010174111516	INTERIM FINANCE DIRECTOR-10/25/2016-11/11/2016	
				02-001939	1011.30.275.62015	1,487.50
				02-001939	1011.30.270.62015	1,487.50
				02-001939	1052.30.315.62015	1,487.50
				02-001939	6051.30.315.62015	1,487.50
				02-001939	6401.30.315.62015	1,487.50
					Total :	7,437.50
185938	11/30/2016	000163	SOUTHERN CALIFORNIA EDISON	000163101916-D	LIGHT & POWER SERVICES-10/18/2016-11/17/2016	
					1011.60.740.65001	1,103.79
					1011.60.710.65001	2,178.01
					1011.60.720.65001	1,597.47
				000163101916-G	LIGHT & POWER	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185938	11/30/2016	000163 SOUTHERN CALIFORNIA EDISON	(Continued)			
					1011.60.740.65001	1,965.77
					1011.60.710.65001	2,230.56
					Total :	9,075.60
185939	11/30/2016	000164 THE GAS CO.	000164111716		GAS SERVICES-10/14/2016-11/15/2016	
					1011.60.710.65005	79.50
			000164111716-A		GAS SERVICES-10/13/2016-11/15/2016	
					1011.60.720.65005	32.80
			000164111716-B		GAS SERVICES-10/14/2016-11/15/2016	
					1011.60.740.65005	174.01
			000164111716-C		GAS SERVICES-10/14/2016-11/15/2016	
					1011.60.710.65005	24.15
					1011.60.745.65005	2,314.51
			000164111716-D		GAS SERVICES-10/13/2016-11/15/2016	
					1011.45.415.65005	30.58
			000164111816		GAS SERVICES-10/13/2016-11/15/2016	
					1011.45.415.65005	16.12
					Total :	2,671.67
9 Vouchers for bank code : apbank						Bank total : 181,657.27
9 Vouchers in this report						Total vouchers : 181,657.27

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
185940	12/1/2016	000142 PAGEANTRY PRODUCTS	000142111716		SANTA FLOAT & BAND TRANSPORTATION-12/2016		
				08-003274	1052.60.701.64020	9,100.00	
					Total :	9,100.00	
185941	12/1/2016	010188 VALENCIA, NEMORIA C.	CC-4059-15		PARADE ANNOUNCER-12/2016		
				08-003276	1052.60.701.64020	150.00	
					Total :	150.00	
2 Vouchers for bank code : apbank						Bank total :	9,250.00
2 Vouchers in this report						Total vouchers :	9,250.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
185942	12/5/2016	000163 SOUTHERN CALIFORNIA EDISON	000163111516		LIGHT & POWER SERVICE-10/13/2016-11/14/2016 2051.45.430.65001	214.05	
			000163111816		LIGHT & POWER SERVICE-10/18/2016-11/17/2016 1011.45.415.65001	191.24	
			000163111816-A		LIGHT & POWER SERVICE-10/18/2016-11/17/2016 2051.45.430.65001	3,711.51	
			000163111816-B		LIGHT & POWER SERVICE-10/18/2016-11/17/2016 2651.45.425.65001	1,904.51	
			000163111816-C		LIGHT & POWER SERVICE-10/18/2016-11/17/2016 2701.45.610.65001	248.09	
			000163111816-D		LIGHT & POWER SERVICE-10/18/2016-11/17/2016 2051.45.430.65001	26.34	
			000163111916		LIGHT & POWER SERVICE-10/19/2016-11/17/2016 2051.45.430.65001	89.11	
					2651.45.425.65001	179.54	
					Total :	6,564.39	
185943	12/5/2016	003349 DELTA DENTAL OF CALIFORNIA	BE001913174		DENTAL PREMIUM-12/2016 1011.20140	13,577.27	
					7151.35.355.64012	5,749.23	
					Total :	19,326.50	
185944	12/5/2016	006145 METLIFE	006145123116		DENTAL PREMIUM-12/2016 7151.35.355.64012	57.87	
					Total :	57.87	
185945	12/5/2016	001224 STANDARD INSURANCE COMPANY	001224123116		LIFE INSURANCE PREMIUM-12/2016 1011.20140	1,976.00	
					7151.35.355.64012	629.00	
					Total :	2,605.00	
4 Vouchers for bank code : apbank						Bank total :	28,553.76
4 Vouchers in this report						Total vouchers :	28,553.76

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185946	12/6/2016	006399 AT&T	000008839384		TELEPHONE SERVICE-10/10/2016-11/09/2016	
					1011.65.290.64501	490.79
			000008839385		TELEPHONE SERVICE-10/10/2016-11/09/2016	
					1011.65.290.64501	20.43
			000008846541		TELEPHONE SERVICE-10/11/2016-11/10/2016	
					6051.45.450.64501	107.43
185947	12/6/2016	000353 INFOSEND, INC.	107386		PROP 218 MAILERS-5/2016	
				06-006610	1052.45.440.62015	4,782.55
			107386-A		POSTAGE COST FOR PROP 218 MAILERS-5/2016	
				06-006635	1052.45.440.65035	2,415.85
			107387		POSTAGE COST FOR PROP 218 MAILERS-5/2016	
				06-006635	1052.45.440.65035	8,101.81
185948	12/6/2016	000163 SOUTHERN CALIFORNIA EDISON	000163112116		LIGHT & POWER SERVICES-10/20/2016-11/19/2016	
					2051.45.430.65001	1,307.90
					2651.45.425.65001	36.96
			000163112116-A		LIGHT & POWER SERVICES-10/20/2016-11/19/2016	
					2051.45.430.65001	22.69
					Total :	1,367.55
185949	12/6/2016	000164 THE GAS CO.	000164112116		GAS SERVICES-10/18/2016-11/17/2016	
					6051.45.450.65005	35.97
					Total :	35.97
185950	12/6/2016	004679 TIME WARNER CABLE	6263120816		CITY HALL BSMT- INTERNET SERVICES-11/2016	
				12-000112	1011.65.290.64399	189.99
				12-000112	6051.65.290.64399	190.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185950	12/6/2016	004679	004679 TIME WARNER CABLE		(Continued)	Total : 379.99
185951	12/6/2016	004679	TIME WARNER CABLE	5317121516	CITY HALL-CABLE SERVICES-11/16/2016-12/15/2016	
				12-000112	1011.65.290.64399	83.29
				12-000112	6051.65.290.64399	83.29
					Total :	166.58
185952	12/6/2016	004679	TIME WARNER CABLE	2841113016	PHONE LINE-YOUTH CENTER -11/2016	
				12-000112	1011.65.290.64501	144.99
			2841123116		PHONE LINE-YOUTH CENTER -12/2016	
				12-000112	1011.65.290.64501	144.99
					Total :	289.98
7 Vouchers for bank code : apbank						Bank total : 26,048.97
7 Vouchers in this report						Total vouchers : 26,048.97

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185953	12/7/2016	010177 MARSCHER, LAURIE K.	340		TEMPORARY ACCOUNTING SVCS-11/16/2016-12/1/2016	
				02-001943	1011.30.270.62015	666.25
				02-001943	1011.30.275.62015	666.25
				02-001943	1052.30.315.62015	666.25
				02-001943	6051.30.315.62015	666.25
				02-001943	6401.30.315.62015	666.25
					Total :	3,331.25
185954	12/7/2016	000163 SOUTHERN CALIFORNIA EDISON	000163112216		LIGHT & POWER SERVICES-10/21/2016-11/21/2016	
					2051.45.430.65001	220.95
					2651.45.425.65001	243.75
			000163112316		LIGHT & POWER SERVICES-10/24/2016-11/22/2016	
					2051.45.430.65001	48.51
					2651.45.425.65001	280.53
			000163112616		LIGHT & POWER SERVICES-10/25/2016-11/23/2016	
					2051.45.430.65001	91.60
					2701.45.610.65001	23.74
					Total :	909.08
185955	12/7/2016	001302 U.S. BANK	001302110116		BANKCARD CHARGES-10/17/2016-11/1/2016	
					1011.35.335.64015	150.00
					1011.15.105.64015	189.20
					1011.35.335.62025	250.00
					Total :	589.20
3 Vouchers for bank code : apbank						Bank total : 4,829.53
3 Vouchers in this report						Total vouchers : 4,829.53

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
185956	12/8/2016	010204 HAMMOND, VICTORIA	1	08-003278	ANNUAL BLOCK WATCH DINNER-12/2016 1052.60.701.64020	350.00
					Total :	350.00
		1 Vouchers for bank code : apbank				Bank total : 350.00
		1 Vouchers in this report				Total vouchers : 350.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185957	12/12/2016	006399 AT&T	000008902954		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	208.77
			000008902955		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	98.90
			000008902956		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	98.90
			000008902981		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	164.83
			000008902987		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	164.83
			000008902990		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	98.90
			000008902991		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	98.90
			000008902992		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	98.90
			000008902993		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	98.90
			000008902995		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	98.90
			000008902996		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	600.99
			000008902997		TELEPHONE SERVICE-10/20/2016-11/19/2016 6051.45.450.64501	198.76
					Total :	2,030.48
185958	12/12/2016	009769 CAL-CITY CONSTRUCTION, INC	10		HAM PARK COMMUNITY CENTER-10/2016	
				06-006199	4011.67.007.62015	452,375.86
				06-006199	4011.20601	-23,098.79
					Total :	429,277.07
185959	12/12/2016	007575 LEGEND PUMP & WELL SERVICE,INC	15299		PUMB/WELL SERVICES-RETENTION-10/2016 4011.20601	11,911.95
					Total :	11,911.95
185960	12/12/2016	000163 SOUTHERN CALIFORNIA EDISON	000163112916		LIGHT & POWER SERVICE-10/26/2016-11/28/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185960	12/12/2016	000163 SOUTHERN CALIFORNIA EDISON	(Continued)			
					2051.45.430.65001	408.54
					2651.45.425.65001	460.04
			000163113016		LIGHT & POWER SERVICE-10/27/2016-11/29/2016	
					2051.45.430.65001	131.38
					Total :	999.96
185961	12/12/2016	010122 TOBO CONSTRUCTION INC.	3		CONSTRUCTION OF CITY HALL ANNEX-11/2016	
				06-006583	4011.67.011.62015	331,921.56
				06-006583	4011.20601	-30,174.69
					Total :	301,746.87
5 Vouchers for bank code : apbank						Bank total : 745,966.33
5 Vouchers in this report						Total vouchers : 745,966.33

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185962	12/13/2016	005582 MATTEL SALES CORP	005582123116	08-003279	TOYS/ ANNUAL CHRISTMAS FOR 1052.60.701.64020	2,000.00 Total : 2,000.00
185963	12/13/2016	002044 SUPERIOR WAREHOUSE	00204412312016	08-003280	FOOD/ ANNUAL CHRISTMAS FOR 1052.60.701.64020	3,197.54 Total : 3,197.54
185964	12/13/2016	000475 NATIONWIDE ENVIRONMENTAL SVCS.	27829 27905 27993 28123 28124	06-006527 06-006527 06-006527 06-006527 06-006527 06-006527	GRAFFITI REMOVAL-9/2016 2851.45.615.62015 GRAFFITI REMOVAL-10/2016 2851.45.615.62015 GRAFFITI REMOVAL-11/2016 2851.45.615.62015 GRAFFITI REMOVAL-7/2016 2851.45.615.62015 GRAFFITI REMOVAL-8/2016 2851.45.615.62015	8,833.49 9,204.13 8,462.85 4,015.17 4,015.17 Total : 34,530.81
185965	12/13/2016	000427 PETTY CASH-C.M.O.	000427120616		REPLENISHMENT-7/13/2016-12/06/20 1011.10.101.64399 1011.25.205.67950 1011.10.101.67214 1011.25.205.64399 1011.25.205.67950	29.05 161.50 54.89 137.50 51.74 Total : 434.68
185966	12/13/2016	007918 SMITH EMERY LABORATORIES	435111-14 435111-15 435111-8	06-006152 06-006152 06-006152	LAB TESTING & INSPECTIONS HAM 4011.67.007.62015 LAB TESTING & INSPECTIONS HAM 4011.67.007.62015 LAB TESTING & INSPECTIONS HAM 4011.67.007.62015	1,200.00 300.00 2,565.00 Total : 4,065.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185967	12/13/2016	000163 SOUTHERN CALIFORNIA EDISON	000163120216		LIGHT & POWER SERVICE-11/2016 2051.45.430.65001	54.45
			000163120216-A		LIGHT & POWER SERVICE-11/2016 6051.45.450.65001	3,979.94
			000163120216-B		LIGHT & POWER SERVICE-11/2016 2051.45.430.65001	35.51
					2701.45.610.65001	1,672.10
			000163120316		LIGHT & POWER SERVICE-11/2016 6051.45.450.65001	12,567.41
Total :						18,309.41
185968	12/13/2016	000329 VISION SERVICE PLAN	ACTIVE-123116		VISION PREMIUM-12/2016 1011.20140	2,342.32
			RETIREE-123116		VISION PREMIUM-12/2016 7151.35.355.64012	1,188.64
Total :						3,530.96
7 Vouchers for bank code : apbank					Bank total :	66,068.40
7 Vouchers in this report					Total vouchers :	66,068.40

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185969	12/20/2016	008492 ACE BUSINESS MACHINES, INC.	40549		ANNUAL SERVICE/CURRENCY COUNTER-10/2016	
				02-001932	6051.30.315.63025	175.00
					Total :	175.00
185970	12/20/2016	001194 ADMINISURE, INC.	9750		TPA FOR LIABILITY CLAIMS-12/2016	
			9750-A	05-001395	7151.35.350.62015	3,450.00
				05-001396	TPA FOR WORKERS 7151.35.345.62015	4,048.33
					Total :	7,498.33
185971	12/20/2016	000002 ADP, LLC	483418233		PAYROLL SERVICES-11/2016	
				02-001905	1011.30.270.62015	937.94
				02-001905	6051.30.315.62015	937.94
			483719255		PAYROLL SERVICES-11/2016	
				02-001905	1011.30.270.62015	221.10
				02-001905	6051.30.315.62015	221.10
					Total :	2,318.08
185972	12/20/2016	010203 ALCALA, JESSICA	000197		REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33215	150.00
					Total :	150.00
185973	12/20/2016	000956 ALL AMERICAN ASPHALT	172694		STATE AND CEDAR INTERSECTION-RETENTION	
				06-006418	4011.20601	10,603.70
					Total :	10,603.70
185974	12/20/2016	002452 AMERICAN LANGUAGE SVCS.	46905		TRANSLATION SERVICE FOR MARKETING-11/2016	
				12-000116	1011.65.250.62015	284.90
					Total :	284.90
185975	12/20/2016	010202 BANUELOS, ISABEL	004397		REFUND-BATEMAN HALL RENTAL	
					1011.60.33215	400.00
					Total :	400.00
185976	12/20/2016	000115 BAUTISTA, JUAN ANTONIO	000115121516		KARATE INSTRUCTOR-10/11/2016-12/15/2016	
				08-003188	1011.60.705.62015	705.60

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185976	12/20/2016	000115 000115 BAUTISTA, JUAN ANTONIO	(Continued)			Total : 705.60
185977	12/20/2016	010197 BOYD, ANNIE	000456		REFUND-BATEMAN HALL RENTAL 1011.60.33210	Total : 100.00
185978	12/20/2016	000011 BRENDA J. PETERSON & ASSOC.	99198150	12-000134	BUSINESS CARD ORDER-9/2016 1011.65.250.62025	Total : 111.24
185979	12/20/2016	001190 CAFE N' STUFF	E13284	01-001174	FOOD FOR COUNCIL MEETINGS-11/2016 1011.25.205.67950	Total : 183.84
185980	12/20/2016	010208 CALIFORNIA ACCESS SCADFOLD,LLC	1630001		REFUNDABLE DEPOSIT 1011.45.33165	Total : 4,517.07
185981	12/20/2016	007750 CALIFORNIA CONSULTING, LLC	1948	02-001918 02-001918 02-001918 02-001918 02-001918 02-001918	GRANT WRITING SERVICES-11/2016 1011.40.215.62015 1011.45.405.62015 1011.51.505.62015 1011.60.701.62015 1011.51.815.62015 6051.45.450.62015	Total : 3,000.00
185982	12/20/2016	000053 CALPERS	000053123116	05-001431	OPEB CONTRIBUTION FOR-9/2016-12/2016 7151.35.355.64011	Total : 200,000.00
185983	12/20/2016	007782 CAMACHO, GABRIELA	007782123116		ELECTRONIC/MEDIA-AUTO EXPENSES-12/2016 1011.20.110.60030 1011.20.110.60025	Total : 500.00
185984	12/20/2016	000560 CASANOVA TOWING EQUIPMENT	6829	06-006460	EQUIPMENT & SPECIALTY TRUCK REPAIRS-11/2016 7011.45.420.63025	Total : 91.40

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185984	12/20/2016	000560	000560 CASANOVA TOWING EQUIPMENT (Continued)			Total : 91.40
185985	12/20/2016	010205	CASTRO, JESUS	010205112916	REIMB-MILEAGE 1011.60.705.64015	45.90 Total : 45.90
185986	12/20/2016	006573	CENTRAL FORD AUTOMOTIVE, INC.	C05035	FLEET REPAIRS & MAINTENANCE-10/2016 06-006462 7011.45.420.63025	362.71 Total : 362.71
185987	12/20/2016	009302	CHESSER, CHRISTINE	4397	BARTENDER SERVICE-11/2016 08-003191 1011.60.740.62064	225.00 Total : 225.00
185988	12/20/2016	008107	CHICAGO TITLE COMPANY	FCPF-0911607442	TITLE SERVICES FOR REHAB PROGRAM-12/2016 11-000816 2961.51.865.62015	33.00 Total : 33.00
185989	12/20/2016	001168	CINTAS CORPORATION NO. 2	8402924741	FIRST AID KIT REPLENISHMENT-10/2016 08-003177 1011.60.720.65020	203.34
				8402955002	FIRST AID KIT REPLENISHMENT-11/2016 08-003177 1011.60.705.65020	133.03 Total : 336.37
185990	12/20/2016	007129	CODE PUBLISHING COMPANY, INC.	54770	LYNWOOD MUNICIPAL CODE CODIFICATION-11/2016 03-000334 1011.15.105.62015	150.00 Total : 150.00
185991	12/20/2016	009670	COMPLIANCE & MONITORING, INC.,	7837	LABOR COMPLIANCE PROGRAM-11/2016 06-006091 4011.67.007.62015	1,133.34 Total : 1,133.34
185992	12/20/2016	006281	CONSULTANTS, PROFESSIONAL	IN000078028	SECURITY SERVICES-10/8/2016-10/21/2016 02-001919 1011.10.101.62016	218.96
					02-001919 1011.15.105.62016	218.96
					02-001919 1011.20.110.62016	218.96
					02-001919 1011.25.205.62016	218.96
					02-001919 1011.30.275.62016	717.65

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185992	12/20/2016	006281	CONSULTANTS, PROFESSIONAL	(Continued)		
				02-001919	1011.35.330.62016	218.96
				02-001919	1011.45.401.62016	283.43
				02-001919	1011.51.505.62016	218.96
				02-001919	1011.60.701.62016	7,626.32
				02-001919	1011.65.290.62016	109.48
				02-001919	6051.30.315.62016	717.65
				02-001919	6051.45.450.62016	283.43
				02-001919	6051.65.290.62016	109.48
			IN000078222		SECURITY SERVICE FOR PRIVATE RENTAL-9/2016	
				08-003221	1011.60.740.62016	332.22
			IN000078312		SECURITY FOR SOCCER FIELD RENTAL-11/2016	
				08-003259	1011.60.705.62015	214.20
					Total :	11,707.62
185993	12/20/2016	005157	CONVERSE CONSULTANTS	06-31121-30-0000005	GEOTECHNICAL OBSERVATION & TESTING-11/2016	
				06-006131	4011.67.007.62015	6,939.00
					Total :	6,939.00
185994	12/20/2016	003341	COPP CONTRACTING, INC.	1915	REDWOOD AVE & WALNUT AVE IMPROVEMENT-10/2016	
				06-006420	4011.68.017.62015	47,620.03
				06-006420	4011.20601	-2,381.00
					Total :	45,239.03
185995	12/20/2016	000305	CULLIGAN	1050876	WATER EQUIPMENT RENTAL-12/2016	
				06-006499	1011.45.415.63030	79.15
					Total :	79.15
185996	12/20/2016	000138	DAILY JOURNAL CORPORATION	A2948737	PUBLICATION OF PUBLIC NOTICES-11/2016	
				11-000793	1011.51.505.62025	81.60
			A2948744		PUBLICATION OF PUBLIC NOTICES-11/2016	
				11-000793	1011.51.505.62025	76.50
			A2948746		PUBLICATION OF PUBLIC NOTICES-11/2016	
				11-000793	1011.51.505.62025	73.10
			A2952290		PUBLICATION OF PUBLIC NOTICES-12/2016	
				11-000793	1011.51.505.62025	73.10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185996	12/20/2016	000138	000138 DAILY JOURNAL CORPORATION		(Continued)	Total : 304.30
185997	12/20/2016	007474	DECKSIDE POOL SERVICE	10004815	POOL & FOUNTAIN MAINTENANCE-12/2016	
				06-006471	1011.45.415.63025	873.09
					Total :	873.09
185998	12/20/2016	000285	DELL COMPUTER	XK2545134	DELL COMPUTERS-11/2016	
				12-000127	1011.65.290.66015	5,288.01
				12-000127	6051.65.290.66015	2,266.29
					1011.65.290.66015	412.66
					6051.65.290.66015	176.85
					Total :	8,143.81
185999	12/20/2016	004089	ELDER, BRUCE A.	004089121616	YOUTH CENTER KARATE INSTRUCTOR-10/2016-12/2016	
				08-003199	1011.60.715.62015	379.20
					Total :	379.20
186000	12/20/2016	002170	ERICKSON-HALL CONSTRUCTION	15	CONSTRUCTION SERVICE-CITY HALL-12/2016	
				06-006595	4011.67.011.62015	26,560.00
					Total :	26,560.00
186001	12/20/2016	000372	FIRE DEPARTMENT, LOS ANGELES	C0007654	FIRE PROTECTION SERVICES-11/2016	
				01-001157	1011.40.245.62015	501,729.60
					Total :	501,729.60
186002	12/20/2016	000003	FIRST CHOICE SERVICES	943514	COFFEE AND WATER SERVICES-12/2016	
				01-001144	1011.10.101.67950	64.27
				01-001144	1011.25.205.67950	64.27
					Total :	128.54
186003	12/20/2016	001175	FS CONTRACTORS, INC.	2094	FITNESS ZONE CONSTRUCTION & INSTALLATION-11/2016	
				06-006310	1011.60.705.66037	1,085.00
					Total :	1,085.00
186004	12/20/2016	008482	GALINDO LOCK&KEY SERVICES	0513	KEY DUPLICATION-10/2016	
				06-006500	1011.45.415.64399	29.00
			0513-A		LOCKS FOR BUS SHELTERS-10/2016	
				06-006627	4011.68.013.65020	312.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186004	12/20/2016	008482 008482 GALINDO LOCK&KEY SERVICES	(Continued)			Total : 341.00
186005	12/20/2016	002047 GFOA	0123002-112916		MEMBERSHIP DUES-FINANCE STAFF 1011.30.270.65040 1011.30.275.65040	390.00 205.00 Total : 595.00
186006	12/20/2016	001510 GRAINGER, INC.	9282859652	06-006520	MATERIAL AND SUPPLIES-11/2016 6051.45.450.65020	309.82
			9292667343	06-006482	MATERIAL & SUPPILES-11/2016 2051.45.430.65020	374.52
			9292667343-A	06-006520	MATERIAL AND SUPPLIES-11/2016 2701.45.610.65020	59.15
			9292667350	06-006520	MATERIAL AND SUPPLIES-11/2016 2701.45.610.65020	57.06
			9294973384	06-006520	MATERIAL AND SUPPLIES-12/2016 6051.45.450.65020	270.43
					Total : 1,070.98	
186007	12/20/2016	000993 GRM INFORMATION MANAGEMENT	0315481-0315494	01-001156	OFF-SITE RECORDS STORAGE-11/2016 1011.25.205.62015	585.39 Total : 585.39
186008	12/20/2016	010104 GUILMETTE, ROBERT	010104113016	08-003234	YOGA INSTRUCTOR BATEMAN HALL-11/2016 1011.60.715.62015	71.20 Total : 71.20
186009	12/20/2016	003315 HOME DEPOT CREDIT SERVICE	3020570	06-006485	MATERIAL & SUPPLIES-12/2016 6051.45.450.65020	110.45
			4020757	06-006485	MATERIAL & SUPPLIES-11/2016 6051.45.450.65020	201.65
			4061558	06-006485	MATERIAL & SUPPLIES-11/2016 6051.45.450.65020	44.52
			5073633	06-006485	MATERIAL & SUPPLIES-11/2016 6051.45.450.65020	204.26
			6565441	06-006485	MATERIAL & SUPPLIES-11/2016 1011.45.415.65020	39.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186009	12/20/2016	003315	003315 HOME DEPOT CREDIT SERVICE		(Continued)	Total : 600.03
186010	12/20/2016	001681	HUMAN SERVICES ASSOCIATION		001681103116	SENIOR-CONGREGATE MEAL SERVICES-10/2016
				08-003262	1011.60.720.62015	1,712.50
					001681103116-A	SENIOR-HOME DELIVERED MEAL SERVICES-10/2016
				08-003262	1011.60.720.62015	941.25
					Total :	2,653.75
186011	12/20/2016	000327	HUNTINGTON PK RUBBER STAMP CO.		RGC6524	PLASTIC-SELF INKING STAMPS-12/2016
				02-001944	1011.30.270.65015	78.82
					Total :	78.82
186012	12/20/2016	009535	HUSHMAND ASSOCIATES, INC.		GES16-096	GEOTECHNICAL SERVICES-5/2016-7/2016
				06-006644	4011.68.031.62015	7,915.00
					Total :	7,915.00
186013	12/20/2016	000676	IDEAL LIGHTING SUPPLY, INC.		109488	ELECTRICAL SUPPLIES-11/2016
				06-006639	1011.45.415.65020	479.60
					109501	ELECTRICAL SUPPLIES-11/2016
				06-006639	1011.45.415.65020	424.23
					109518	ELECTRICAL SUPPLIES-11/2016
				06-006639	1011.45.415.65020	491.59
					109530	ELECTRICAL SUPPLIES-11/2016
				06-006639	1011.45.415.65020	491.59
					109545	ELECTRICAL SUPPLIES-11/2016
				06-006639	1011.45.415.65020	436.22
					109588	ELECTRICAL SUPPLIES-11/2016
				06-006639	2651.45.425.65020	331.58
					109600	ELECTRICAL SUPPLIES-11/2016
				06-006639	2651.45.425.65020	376.81
					109612	ELECTRICAL SUPPLIES-11/2016
				06-006639	2651.45.425.65020	479.60
					109615	ELECTRICAL SUPPLIES-11/2016
				06-006639	2651.45.425.65020	92.76
					109629	ELECTRICAL SUPPLIES-11/2016
				06-006639	2651.45.425.65020	300.67
					109632	ELECTRICAL MATERIALS-11/2016

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186013	12/20/2016	000676	IDEAL LIGHTING SUPPLY, INC.		(Continued)	
				06-006486	2651.45.425.65020	15.79
				06-006486	1011.45.415.65020	69.68
			109632-A		ELECTRICAL SUPPLIES-11/2016	
				06-006639	2651.45.425.65020	396.86
			109677		ELECTRICAL SUPPLIES-11/2016	
				06-006639	1011.45.415.65020	239.80
			109770		ELECTRICAL SUPPLIES-11/2016	
				06-006639	1011.45.415.65020	261.60
					Total :	4,888.38
186014	12/20/2016	000635	IDR ENVIRONMENTAL SERVICES	61390	HAZARDOUS WASTE MATERIAL SERVICE-11/2016	
				06-006523	2051.45.410.64399	13,762.34
					Total :	13,762.34
186015	12/20/2016	000353	INFOSEND, INC.	114011	PRINTING FOLDING AND MAILING-11/2016	
				02-001933	1052.30.315.62015	50.00
				02-001933	6051.30.315.62015	50.00
				02-001933	6401.30.315.62015	50.00
					Total :	150.00
186016	12/20/2016	005848	INFRASTRUCTURE ENGINEERS	22001	CLERICAL SUPPORT SERVICES-11/2016	
				11-000818	1011.51.501.62015	7,458.75
				11-000818	1011.51.505.62015	7,458.75
			22008		INSPECTION SVCS-STREET IMPROV. PROJ-11/2016	
				06-006138	4011.68.017.62015	2,161.60
			22022		CLERICAL SUPPORT & PLAN CHECK SERVICES-11/2016	
				11-000818	1011.51.501.62015	756.50
				11-000818	1011.51.505.62015	756.50
			22034		BUILDING INSPECTIONS/ PLAN CHECK SERVICE-11/2016	
				11-000818	1011.51.501.62015	3,597.38
				11-000818	1011.51.505.62015	3,597.38
					Total :	25,786.86
186017	12/20/2016	010199	JAMES, ALICIA	004433	REFUND-BATEMAN HALL RENTAL	
					1011.60.33215	100.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186017	12/20/2016	010199 010199 JAMES, ALICIA	(Continued)			Total : 100.00
186018	12/20/2016	008254 JCL BARRICADE COMPANY	88550	06-006524	STREET SIGNS AND SUPPLIES-11/2016 2051.45.410.65020	495.95
			88551	06-006524	STREET SIGNS AND SUPPLIES-11/2016 2051.45.410.65020	479.60
			88552	06-006524	STREET SIGNS AND SUPPLIES-11/2016 2051.45.410.65020	495.95
			88553	06-006524	STREET SIGNS AND SUPPLIES-11/2016 2051.45.410.65020	479.60
			88554	06-006524	STREET SIGNS AND SUPPLIES-11/2016 2051.45.410.65020	449.63
			88566	06-006524	STREET SIGNS AND SUPPLIES-11/2016 2051.45.410.65020	479.60
			88624	06-006524	STREET SIGNS AND SUPPLIES-12/2016 2051.45.410.65020	3,320.00
					Total :	6,200.33
186019	12/20/2016	000283 JOBS AVAILABLE INC.	1624020	05-001437	HELP WANTED ADVERTISEMENT-11/2016 1011.35.335.62025	631.80
					Total :	631.80
186020	12/20/2016	001269 JOHN L. HUNTER & ASSOCIATES	LYNBCR1016	06-006589	BEVERAGE CONTAINER RECYCLING CONSULTING-10/20 3501.45.465.62015	380.00
			LYNFOG1016	06-006590	FOG PROGRAM CONSULTING SERVICES-10/2016 6401.45.460.62015	2,111.58
			LYNMW1016	06-006618	GROUNDWATER WELL MONITORING-10/2016 4011.67.880.62015	565.00
			LYNNP0916	06-006591	NPDES/STORM WATER CONSULTING SERVICES-9/2016 6051.45.450.62015	4,186.25
			LYNNP1016	06-006591	NPDES/STORM WATER CONSULTING SERVICES-10/2016 6051.45.450.62015	6,670.00
					Total :	13,912.83
186021	12/20/2016	000097 JONES LUMBER	71983	06-006502	MATERIALS & SUPPLIES-11/2016 2051.45.410.65020	215.85
					Total :	215.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186022	12/20/2016	009979 KALBAN, INC.	1605-R		SIDEWALK IMPROVEMENT-RETENTION-10/2016	
				06-006412	4011.20601	9,576.55
					Total :	9,576.55
186023	12/20/2016	009723 KELAR PACIFIC, LLC	SI-4014477		AUTO CAD MAINTENANCE PLAN-11/2016	
				06-006628	1011.45.405.64399	341.66
				06-006628	1011.45.415.64399	341.66
				06-006628	6401.45.457.64399	341.66
				06-006628	2051.45.410.64399	341.66
				06-006628	6051.45.450.64399	341.70
				06-006628	2401.45.435.64399	341.66
					Total :	2,050.00
186024	12/20/2016	003302 KODAMA PLANNING CONSULTANTS,	16		TOD PLANNING GRANT CONSULTING -8/25/2016	
				11-000806	2252.51.206.62015	10,688.36
					Total :	10,688.36
186025	12/20/2016	007924 L & M PRINTING CO.	7378		YARD SALE SIGNS FOR DECEMBER 2016-12/2016	
				11-000837	1011.51.605.62025	223.45
					Total :	223.45
186026	12/20/2016	000866 LEAD TECH ENVIRONMENTAL	10549		LEAD TESTING FOR HOUSING REHAB-11/2016	
			10551	11-000796	2961.51.865.62015	199.00
			10576	11-000796	LEAD TESTING FOR HOUSING REHAB-11/2016	
				11-000796	2961.51.865.62015	186.00
				11-000796	LEAD TESTING FOR HOUSING REHAB-12/2016	
				11-000796	2941.51.286.62015	860.00
					Total :	1,245.00
186027	12/20/2016	010207 LODEL INSURANCE SERVICES	000132		REFUND-ADVERTISEMENT PUBLISHED	
					1011.65.36106	350.00
					Total :	350.00
186028	12/20/2016	008480 LOPEZ AUTO SERVICE & TIRES INC	19307		FLEET REPAIRS & MAINTENANCE-11/2016	
			19312	06-006467	7011.45.420.63025	457.50
				06-006467	FLEET REPAIRS & MAINTENANCE-12/2016	
					7011.45.420.63025	376.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186028	12/20/2016	008480 LOPEZ AUTO SERVICE & TIRES INC	(Continued) 23011		FLEET REPAIRS & MAINTENANCE-12/2016 7011.45.420.63025	105.80
			23606	06-006467	FLEET REPAIRS & MAINTENANCE-11/2016 7011.45.420.63025	200.50
			23608	06-006467	FLEET REPAIRS & MAINTENANCE-11/2016 7011.45.420.63025	123.98
					Total :	1,264.23
186029	12/20/2016	003313 LOS ANGELES METROPOLITAN	800065775		MTA BUS PASS SUBSIDY-9/15/2016-10/14/2016 2401.45.435.67220	42.00
				06-006578		Total : 42.00
186030	12/20/2016	000111 MANAGED HEALTH NETWORK	3200085743		EMPLOYEE ASSISTANCE PROGRAM-12/2016 7151.35.355.61040	323.95
				05-001398		Total : 323.95
186031	12/20/2016	010177 MARSCHER, LAURIE K.	343		TEMPORARY ACCOUNTING SERVICES-12/5-12/15/2016 1011.30.270.62015	830.96
				02-001943	1011.30.275.62015	830.96
				02-001943	1052.30.315.62015	830.96
				02-001943	6051.30.315.62015	830.96
				02-001943	6401.30.315.62015	830.96
					Total :	4,154.80
186032	12/20/2016	010174 MCLEAN, DENNIS	010174102416		INTERIM FINANCE DIRECTOR-11/12/2016-12/2 1011.30.275.62015	1,398.25
				02-001939	1011.30.270.62015	1,398.25
				02-001939	1052.30.315.62015	1,398.25
				02-001939	6051.30.315.62015	1,398.25
				02-001939	6401.30.315.62015	1,398.25
					Total :	6,991.25
186033	12/20/2016	010189 MEDINA, JUAN	00038181		REIMBURSEMENT LIVE SCAN 1011.35.330.64399	40.00
					Total :	40.00

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186034	12/20/2016	005256 MONJARAS & WISMEYER GROUP,INC.	14755		EMPLOYEE ACCOMMODATION-10/19/2016-11/15/2016	
				05-001410	1011.35.335.62015	862.93
			14756		EMPLOYEE ACCOMMODATION-8/11/2016-11/16/2016	
				05-001410	1011.35.335.62015	925.43
					Total :	1,788.36
186035	12/20/2016	010111 MUNICIPAL ATHLETIC FEDERATION,	5086		MEMBERSHIP DUES-RECREATION	
					1011.60.701.65040	310.00
					Total :	310.00
186036	12/20/2016	006289 MUNISERVICES, LLC.	0000043849		SALES TAX REPORTING SERVICE-6/2016	
				02-001914	1011.30.275.62015	1,799.88
					Total :	1,799.88
186037	12/20/2016	000475 NATIONWIDE ENVIRONMENTAL SVCS.	28080		SIDEWALK CLEANING SERVICES-12/2016	
				11-000778	3381.51.750.62015	2,300.14
					Total :	2,300.14
186038	12/20/2016	002518 NGUYEN, QUYNH VAN	002518123116		REIMB-RETIREE MEDICAL PREMIUM-12/2016	
					7151.35.355.64012	1,042.36
					Total :	1,042.36
186039	12/20/2016	000078 OFFICE DEPOT	862911305001		OFFICE SUPPLIES-9/2016	
				08-003212	1011.60.720.65020	483.94
			862987500001		OFFICE SUPPLIES-9/2016	
				08-003212	1011.60.720.65015	111.09
			862987500002		OFFICE SUPPLIES-9/2016	
				08-003212	1011.60.720.65015	5.40
			869375296001		OFFICE SUPPLIES-10/2016	
				08-003212	1011.60.745.65015	71.32
			878455258001		OFFICE SUPPLIES-11/2016	
				08-003212	1011.60.720.65015	12.54
				08-003212	1011.60.745.65015	5.55
			878457593001		OFFICE SUPPLIES-11/2016	
				08-003212	1011.60.720.65015	33.23
				08-003212	1011.60.745.65015	33.23
			880114039001		OFFICE SUPPLIES-11/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186039	12/20/2016	000078 OFFICE DEPOT	(Continued)			
				08-003212	1011.60.720.65015	-14.71
				08-003212	1011.60.745.65015	-14.71
			880209141001		OFFICE SUPPLIES-11/2016	
				08-003212	1011.60.720.65015	29.42
			884300408001		OFFICE SUPPLIES-12/2016	
				06-006563	1011.45.401.65015	78.99
			884300945001		OFFICE SUPPLIES-12/2016	
				06-006563	1011.45.401.65015	19.05
			885440563001		OFFICE SUPPLIES-12/2016	
				01-001153	1011.25.205.65015	147.62
					Total :	1,001.96
186040	12/20/2016	002771 PCM-G	S99243110101		HP PRINTERS FOR CITY COUNCIL-11/2016	
				12-000129	1011.65.290.66015	1,075.00
					1011.65.290.66015	78.76
					Total :	1,153.76
186041	12/20/2016	000490 PETTY CASH -RECREATION	00490120116		REPLENISHMENT-11/2016-12/1/2016	
					1052.60.701.64020	212.41
					1011.60.705.64399	20.14
					1052.60.701.64020	165.26
					Total :	397.81
186042	12/20/2016	008307 PHOENIX GROUP INFORMATION SYS	1020161204		PARKING & ADMIN CITATION PROCESSING-10/2016	
				11-000821	1011.51.605.62015	488.68
			102016204		PARKING & ADMIN CITATION -10/2016	
				11-000821	1011.51.515.62015	5,040.21
					Total :	5,528.89
186043	12/20/2016	008664 PINS ADVANTAGE	517		CERTIFICATE OF INSURANCE-11/2016	
				05-001401	1011.35.330.62015	125.00
					Total :	125.00
186044	12/20/2016	001313 QUINONEZ, MARIA	001313123116		ELECTRONIC/MEDIA-AUTO EXPENSES-12/2016	
					1011.15.105.60025	250.00
					1011.15.105.60030	250.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186044	12/20/2016	001313 001313 QUINONEZ, MARIA	(Continued)			Total : 500.00
186045	12/20/2016	001057 RAMIREZ, JUAN E.	161115	05-001412	TRANSLATION FOR COUNCIL MEETINGS-11/2016 1011.35.335.62015	737.50
			161207	05-001412	TRANSLATION FOR COUNCIL MEETINGS-12/2016 1011.35.335.62015	1,345.00
					Total :	2,082.50
186046	12/20/2016	009571 RAMON'S LINEN	00536	01-001194	LINEN SERVICES-11/2016 1011.10.101.67214	977.36
					Total :	977.36
186047	12/20/2016	010198 RAMOS, JESSICA	000470		REFUND-BATEMAN HALL RENTAL 1011.60.33210	50.00
					Total :	50.00
186048	12/20/2016	009095 ROBERT R. COFFEE ARCHITECT	2027	06-006608	PHASE II: TOTAL CONSTRUCTION PHASE-11/2016 4011.67.011.62015	8,312.00
					Total :	8,312.00
186049	12/20/2016	008036 RUBIO'S TIRE SHOP	1469	06-006468	FLEET REPAIRS & MAINTENANCE-12/2016 7011.45.420.63025	50.00
			1470	06-006468	FLEET REPAIRS & MAINTENANCE-12/2016 7011.45.420.63025	25.00
					Total :	75.00
186050	12/20/2016	010200 RUFFINS, EMONI	004455		REFUND-BATEMAN HALL RENTAL 1011.60.33215	85.00
					Total :	85.00
186051	12/20/2016	000075 S & J SUPPLY CO.	S100080944.001	06-006475	MATERIAL AND SUPPLIES-11/2016 6051.45.450.65020	383.28
					Total :	383.28
186052	12/20/2016	000519 S&S WORLDWIDE	9389235	08-003269	GAME TABLES FOR HAM PARK CENTER-11/2016 1011.60.715.65020	75.11
					Total :	75.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186053	12/20/2016	007205	SANCHEZ AWARDS	915	PLAQUE AND ENGRAVING SERVICES-11/2016	
				01-001145	1011.10.101.64399	138.43
			924	01-001145	PLAQUE AND ENGRAVING SERVICES-12/2016	
					1011.10.101.64399	113.36
					Total :	251.79
186054	12/20/2016	000909	SANDE EQUIPMENT CO., INC.	0268248	REPAIRS/MAINTENANCE ON SPECIALTY TRUCKS-11/2016	
				06-006506	7011.45.420.63025	465.73
			0268351	06-006543	SUPPLIES/PRESSURE CLEANING EQUIPMENT-11/2016	
					1011.45.615.65020	34.55
					Total :	500.28
186055	12/20/2016	006215	SELBOR BUILDERS, INC.	3-111516	HUD ACT#946-HOUSING REHAB GRANT & LOAN-11/2016	
				11-000831	2961.51.865.67235	8,998.20
			4-RETENTION	11-000831	HUD ACT#946-HOUSING REHAB GRANT & LOAN-11/2016	
					2961.51.865.67235	4,500.00
					Total :	13,498.20
186056	12/20/2016	000312	SPARKLETTS	14624693112516	WATER SERVICE & SUPPLIES-11/2016	
				11-000800	1011.51.501.65999	28.82
				11-000800	1011.51.505.65999	28.82
				11-000800	1011.51.605.65999	28.82
					Total :	86.46
186057	12/20/2016	008956	SPCALA	2016-1130	ANIMAL SHELTER SERVICES-11/2016	
				11-000779	1011.51.445.62015	10,920.00
					Total :	10,920.00
186058	12/20/2016	010201	STRICKLAND, SHAQUION	004402	REFUND-BATEMAN HALL RENTAL	
					1011.60.33215	100.00
					Total :	100.00
186059	12/20/2016	008890	TAFOYA AND GARCIA, LLP	2016.0701	LEGAL FEES-7/2016	
				02-001934	1011.30.265.62007	2,765.00
			2016.0704	02-001934	LEGAL FEES-7/2016	
					1011.30.265.62012	525.00
			2016.0705		LEGAL FEES-7/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
186059	12/20/2016	008890 TAFOYA AND GARCIA, LLP	(Continued)	02-001934	1011.30.265.62011	140.00	
						Total :	3,430.00
186060	12/20/2016	002938 TAJ OFFICE SUPPLY	0037416-001	01-001154	OFFICE SERVICES-11/2016 1011.25.205.65015	43.51	
						Total :	43.51
186061	12/20/2016	006068 TRIMMING LAND COMPANY, INC.	3566	06-006637	TREE TRIMMING AND LANSCAPING SERVICES-12/2016 2701.45.620.62015	1,250.00	
						Total :	1,250.00
186062	12/20/2016	010066 TRI-WEST MECHANICAL, INC.	TWM8266	06-006597	HVAC MAINTENANCE/REPAIR SERVICES-11/2016 1011.45.415.63025	307.50	
			TWM8267	06-006597	HVAC MAINTENANCE/REPAIR SERVICES-11/2016 1011.45.415.63025	851.94	
			TWM8268	06-006597	HVAC MAINTENANCE/REPAIR SERVICES-11/2016 1011.45.415.63025	395.00	
			TWM8271	06-006597	HVAC MAINTENANCE/REPAIR SERVICES-11/2016 6051.45.450.63025	7,150.00	
			TWM8284	06-006597	HVAC MAINTENANCE/REPAIR SERVICES-11/2016 6051.45.450.63025	395.00	
			TWM8291	06-006597	HVAC MAINTENANCE/REPAIR SERVICES-11/2016 1011.45.415.63025	265.38	
						Total :	9,364.82
186063	12/20/2016	003314 TYCO INTERGRATED SECURITY LLC	27546825	08-003175	ALARM-YOUTH CTR. & TRAIN DEPOT-12/2016-2/2016 1011.60.715.64399	729.42	
						Total :	729.42
186064	12/20/2016	000166 UNDERGROUND SERVICE ALERT/SC	1120160410	06-006491	UNDERGROUND SERVICE ALERTS-12/2016 6051.45.450.64399	169.50	
						Total :	169.50
186065	12/20/2016	009742 UNIFIRST CORPORATION	3241862483	06-006492	UNIFORM SERVICE-11/2016 2051.45.430.60040	9.14	
			3241862484		UNIFORM SERVICE-11/2016		

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186065	12/20/2016	009742 UNIFIRST CORPORATION	(Continued)			
			3241862485	06-006492	6051.45.450.60040 UNIFORM SERVICE-11/2016	28.65
			3241862486	06-006492	1011.45.415.60040 UNIFORM SERVICE-11/2016	30.46
			3241862487	06-006492	2701.45.610.60040 UNIFORM SERVICE-11/2016	48.63
			3241862488	06-006492	2051.45.410.60040 UNIFORM SERVICE-11/2016	36.80
			3241865184	06-006492	1011.45.415.64399 UNIFORM SERVICE-12/2016	41.82
			3241865185	06-006492	2051.45.430.60040 UNIFORM SERVICE-12/2016	9.14
			3241865186	06-006492	6051.45.450.60040 UNIFORM SERVICE-12/2016	28.65
			3241865187	06-006492	1011.45.415.60040 UNIFORM SERVICE-12/2016	30.46
			3241865188	06-006492	2701.45.610.60040 UNIFORM SERVICE-12/2016	48.63
				06-006492	2051.45.410.60040	36.80
Total :						349.18
186066	12/20/2016	005357 URBAN ASSOCIATES, INC.	200.07A		INTERIM DIRECTOR & HOUSING SVCS-11/2016	
				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
			200.07B		INTERIM DIRECTOR & HOUSING SVCS-11/2016	
				11-000787	2941.51.286.62015	65.00
				11-000787	2961.51.865.62015	227.50
Total :						20,542.50
186067	12/20/2016	001131 WALKER, BERTHA A.	001131113016		COM. CTR ZUMBA CLASS INSTRUCTOR-11/2016	
				08-003190	1011.60.705.62015	80.44
Total :						80.44
186068	12/20/2016	010176 WALKER, JIM C.	002		TEMPORARY ACCOUNTING SVCS-12/5/2016-12/15/2016	
				02-001942	1011.30.270.62015	754.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186068	12/20/2016	010176 WALKER, JIM C.	(Continued)			
				02-001942	1011.30.275.62015	754.00
				02-001942	1052.30.315.62015	754.00
				02-001942	6051.30.315.62015	754.00
				02-001942	6401.30.315.62015	754.00
					Total :	3,770.00
186069	12/20/2016	008657 WASTE RESOURCES, INC.	008657103116		RESIDENTIAL REFUSE COLLECTION-10/2016	
				06-006539	1052.45.440.62015	181,986.42
				06-006539	1052.30.30152	-27,297.96
				06-006539	1052.45.33420	-12,739.05
					Total :	141,949.41
186070	12/20/2016	002912 WATERLINE TECHNOLOGIES,INC	5358908		SODIUM HYPOCHLORINE SOLUTION-11/2016	
			5358909	06-006495	6051.45.450.65020	455.05
			5359509	06-006495	SODIUM HYPOCHLORINE SOLUTION-11/2016	
				06-006495	6051.45.450.65020	302.83
			5359510	06-006495	SODIUM HYPOCHLORINE SOLUTION-11/2016	
				06-006495	6051.45.450.65020	265.98
			5359512	06-006495	SODIUM HYPOCHLORINE SOLUTION-11/2016	
				06-006495	6051.45.450.65020	168.24
			5359513	06-006495	SODIUM HYPOCHLORINE SOLUTION-11/2016	
				06-006495	6051.45.450.65020	282.00
				06-006495	SODIUM HYPOCHLORINE SOLUTION-11/2016	
				06-006495	6051.45.450.65020	237.14
					Total :	1,711.24
102	Vouchers for bank code : apbank					Bank total : 1,189,338.13
102	Vouchers in this report					Total vouchers : 1,189,338.13



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager *AMS*

PREPARED BY: *A* Andre Dupret, Interim Director of Development, Compliance & Enforcement Services
Suzanne Trejo, Administrative Assistant *ST*

SUBJECT: Appropriation of HOME and CDBG Rehabilitation Funds

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 APPROPRIATION OF HOME AND CDBG REHABILITATION FUNDS FROM THE UNAPPROPRIATED HOME AND CDBG FUND BALANCE".

Background:

The City of Lynwood has conducted a Housing Rehabilitation Program (HRP) since 1975, providing funding for lower-income (80% of area median income) owner-occupied properties in need of repair. The HRP is currently funded from the City's federal Home Investment Partnerships Program (HOME) and its Community Development Block Grant (CDBG) allocations.

Discussion & Analysis:

As part of the FY 2016-17 Adopted Budget, \$346,952 was allocated for HOME and \$92,262 for CDBG. In order to continue providing assistance to our homeowners a total of \$250,000 in HOME funds and \$100,000 in CDBG rehabilitation funds is needed to cover expenses for the remainder of the fiscal year. An appropriation from the HOME and CDBG unappropriated fund balance is needed to carry out current and future grants and loans for the HRP.



Fiscal Impact:

Although a budget appropriation of \$350,000 is requested, there is no negative fiscal impact to the General Fund. HOME and CDBG funds are reimbursed to the City by the Federal Government.

Coordinated With:

Finance Department
City Attorney
City Manager's Office

Attachments:

Resolution

CITY RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE APPROPRIATION OF HOME AND CDBG REHABILITATION FUNDS FROM THE UNAPPROPRIATED HOME AND CDBG FUND BALANCE

WHEREAS, the City of Lynwood has conducted a Housing Rehabilitation Program (HRP) since 1975, providing funding for lower-income owner-occupied properties in need of repair; and

WHEREAS, the HRP is currently funded from the City's federal Home Investment Partnerships Program (HOME) and its Community Development Block Grant (CDBG) allocations; and

WHEREAS, it is necessary to appropriate funds in order to continue providing assistance to our homeowners and cover expenses for the remainder of the fiscal year; and

WHEREAS, staff is requesting to appropriate \$250,000 of unused HOME funds and \$100,000 CDBG funds from the HOME and CDBG unappropriated fund balance to cover said obligations.

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

Section 1. That the City Council approves the appropriation of \$250,000 in HOME Funds and \$100,000 in CDBG Funds to carry out current and future grants and loans for the HRP.

Section 2. That the City Manager or designee is authorized and the Finance Director is directed to make the following fund appropriations:

FROM	TO
Unappropriated HOME Funds	HUD HOME Program Fund Expenditure Account # 2961.51.865.67235 = \$150,000 2961.51.865.67240 = \$100,000
Unappropriated CDBG Funds	HUD/CDBG Fund Expenditure Account # 2941.51.286.67235 = \$50,000 2941.51.286.67240 = \$50,000

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

PASSED, APPROVED, AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016.

Maria T. Santillan-Beas
Mayor

ATTEST:

Maria Quinonez
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia
City Attorney

Andre Dupret,
Interim Director
Development, Compliance &
Enforcement Services



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AMS*

PREPARED BY: Dennis McLean, Interim Director of Finance *DM*
Delania G. Whitaker, Financial Analyst *DG*

SUBJECT: Cal-Card Purchase Summary – April 2016 through September 2016 Billing Statements

Recommendation:

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

Background:

The City of Lynwood uses the State of California Cal-Card Purchase Card Program. The cards are issued through U.S. Bank and are used as an alternative way to purchase goods. The Cal-Card Purchase Card Program offers cash rebate opportunities and security measures by blocking certain Merchant Category codes. Some of the high risk codes include convenience checks, bond payments, and wire transfers/money orders.

Discussion & Analysis:

This report accounts for all charges made with the use of the Cal-Card assigned to the Financial Analyst. The attached summary "Attachment A" provides a detailed list of purchases made by the aforementioned cardholder for the April 2016 through September 2016 billing statements.

Fiscal Impact:

All purchases are charged to respective department account budgets.

Coordinated With:

City Manager's Office
City Attorney's Office



CAL-CARD PURCHASE SUMMARY
APRIL 2016 STATEMENT

DELANIA WHITAKER

Date	Transaction Description		Account Number	Total Amount
4/15/2016	Resort At Squaw Creek Olympic Valley	Lodging for G. Camacho - California Municipal Treasurer's Association Conference, April 13-15, 2016 in Lake Tahoe, NV	1011.20.110.64015	726.96
4/19/2016	Hotels.com	Lodging for D. Betancur - 2016 City Clerk's Association Conference, April 26-29, 2016 in Newport Beach, CA	1011.15.105.64015	272.92
4/15/2016	Resort At Squaw Creek Olympic Valley	Lodging for S. Harding - California Municipal Treasurer's Association Conference, April 13-15, 2016 in Lake Tahoe, NV	1011.20.110.64015	391.64
4/29/2016	Hyatt Regency Newport Beach	Lodging for M. Quinonez - 2016 City Clerk's Association Conference, April 26-29, 2016 in Newport Beach, CA	1011.15.105.64015	584.55
5/8/2016	Data Check	Background & Reference Checks for April 2016	1011.35.330.64399	446.35
				\$ 2,422.42

CAL-CARD PURCHASE SUMMARY
MAY 2016 STATEMENT

DELANIA WHITAKER

Date	Transaction Description	Account Number	Total Amount
5/18/2016	MGM Grand	Lodging Deposit for A. Castro - International Council of Shopping Centers RECON 2016, Las Vegas - May 22-24, 2016	1011.10.101.64015 156.80
5/18/2016	JetBlue - Roundtrip, Long Beach/Las Vegas	A. Castro - International Council of Shopping Centers RECON 2016, Las Vegas - May 22-24, 2016	1011.10.101.64015 294.20
5/19/2016	Media Temple Inc.	Web Hosting for City's Website - May 16, 2016 - May 18, 2016	1011.65.290.64399 225.49
			6051.65.290.64399 14.51
5/23/2016	Monte Carlo	Lodging Deposit for E. Hernandez - International Council of Shopping Centers RECON 2016, Las Vegas - May 22-24, 2016	1011.10.101.64015 241.92
5/23/2016	Monte Carlo	Lodging Balance for E. Hernandez - International Council of Shopping Centers RECON 2016, Las Vegas - May 22-24, 2016	1011.10.101.64015 313.60
5/23/2016	Hilton Garden Inn	M. Quinonez - International Institute of Municipal Clerks Conference, Hartford, Connecticut - May 17-20, 2016	1011.15.105.64015 732.59
5/24/2016	Monte Carlo	Lodging Refund for E. Hernandez - International Council of Shopping Centers RECON 2016, Las Vegas - May 22-24, 2016	1011.10.101.64015 (241.92)
5/25/2016	MGM Grand	Lodging Balance for A. Castro - International Council of Shopping Center RECON 2016, Las Vegas - May 22-24, 2016	1011.10.101.64015 224.00
5/30/2016	Hyatt Hotel	Lodging for M. Santillan-Beas - Independent Cities Association Summer Seminar, Carlsbad, CA - May 22-24, 2016	1011.10.101.64015 278.83
6/10/2016	Data Check	Background & Reference Checks for May 2016	1011.35.330.64399 309.35
			\$ 2,549.37

CAL-CARD PURCHASE SUMMARY
JUNE 2016 STATEMENT

DELANIA WHITAKER

Date	Transaction Description		Account Number	Total Amount
7/4/2016	Vast Conference	Conference Call Services - Los Angeles, CA	1011.10.101.64399	2.92
7/11/2016	Data Check	Background & Reference Checks for June 2016	1011.35.62015	182.35
				\$ 185.27

CAL-CARD PURCHASE SUMMARY
JULY 2016 STATEMENT

DELANIA WHITAKER

Date	Transaction Description		Account Number	Total Amount
7/22/2016	Envato	Plugins for Website	1011.65.290.64399	51.00
7/22/2016	Envato	Plugins for Website	1011.65.290.64399	109.00
7/22/2016	MAXFOUNDRY.COM	Plugins for Website	1011.65.290.64399	19.00
7/22/2016	VAST Conference	Conference Call Services- Los Angeles, Bellflower	1011.10.101.64399	11.62
8/4/2016	California City News	Advertising and Printing Services for Director of Development, Compliance & Enforcement	1011.35.335.62025	195.00
8/4/2016	Western City Magazine	Advertising and Printing Services for Director of Development, Compliance & Enforcement	1011.35.335.62025	250.00
8/10/2016	DataCheck Inc.	Employment Background Checks	1011.35.330.62015	222.60
				\$ 858.22

CAL-CARD PURCHASE SUMMARY
AUGUST 2016 STATEMENT

DELANIA WHITAKER

Date	Transaction Description		Account Number	Total Amount
8/25/2016	League of California Cities	H. Sainz - 2016 Annual Conference & Expo, Long Beach - October 5-7, 2016	1011.35.335.64015	575.00
8/30/2016	League of California Cities	M. Quinonez - 2016 City Clerks New Law & Elections Seminar, Monterey Bay - November 30 - December 2, 2016	1011.15.105.64015	475.00
9/9/2016	NNA Services	D. Betancur - National Notary Association Renewal Package Supplies and Membership	1011.15.105.64015	235.79
9/9/2016	NNA Services	D. Betancur - National Notary Association Training, Exam, LiveScan Fingerprinting and Application Photo, Downey - September 13, 2016	1011.15.105.64015	285.00
9/9/2016	Vast Conference	Conference Call Services	1011.10.101.64399	2.52
9/12/2016	Vast Conference	Payment	1011.10.101.64399	(2.92)
9/12/2016	Data Check	Payment	1011.35.330.62015	(182.35)
				\$ 1,388.04

CAL-CARD PURCHASE SUMMARY
 SEPTEMBER 2016 STATEMENT

DELANIA WHITAKER

Date	Transaction Description		Account Number	Total Amount
9/26/2016	National Seminars	C. Valencia - National Seminars Star12 Pass, The Managers & Supervisors Conference, Long Beach - October 12, 2016	1011.30.270.64015	249.00
9/26/2016	SkillPath National	M. Luna - The Managers & Supervisors Conference, Long Beach - October 12, 2016	1011.30.270.64015	149.00
10/3/2016	Government Finance Officers Association	D. Whitaker - GFOA First Annual Better Budgeting Web-Streaming Event, October 6, 2016	1011.30.275.64015	70.00
				\$ 468.00



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AMS*

PREPARED BY: Haydee M. Sainza *HMS* Director of Human Resources and Risk Management

SUBJECT: Resolution Authorizing the Mayor to Execute an Agreement to Secure the Services of Juan E. Ramirez, J.D. for Bilingual English-Spanish Language Interpretation and American Sign Language Translation Services

Recommendation:

Staff recommends that the City Council of the City of Lynwood adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING A CONSULTING SERVICES AGREEMENT WITH JUAN RAMIREZ, JD FOR ORAL SPANISH TRANSLATION AND AMERICAN SIGN LANGUAGE INTERPRETATION SERVICE"

Background:

The City has had a contract with Juan Ramirez, JD, to provide English /Spanish and American Sign Language interpretation services for City Council meetings and other public events. These services are mandated to provide public accessibility under the Americans with Disabilities Act (ADA). The contract expires on December 31, 2016. This service qualifies as professional or special services under LMC 6 -3.9.

Discussion & Analysis:

The contract with Juan Ramirez JD for Spanish translation and sign language interpretation services will conclude on December 31, 2016. Staff hereby presents a new consulting services agreement for live English /Spanish and American Sign Language interpretation services to be effective from January 1, 2017, through December 31, 2019 (three year period). Under LMC 6- 3.a), 9(contracts for services

AGENDA
ITEM

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that are less than \$15,000 do not need a formal RFQ but the department needs to contact a minimum of three firms or consultants. Otherwise, for contracts above \$15,000, and RFQ is necessary. However, in accordance with LMC 6 -3.13, the City Council may approve the contract without an RFQ with a 4/5 vote.

Hourly rates for Mr. Ramirez's services during the terms of the contract are as follows:

- 2017 \$130/hour
- 2018 \$135.20/hour
- 2019 \$140.60/hour

In addition, the Council has previously waived the need for Mr. Ramirez to maintain liability insurance. No such insurance is required for the contract.

Fiscal Impact:

Mr. Ramirez's rate is \$130 per hour for 2017, \$135.20 per hour for 2018 and \$140.60 per hour with a two and a half (2 1/2) hour minimum. Additional hours are billable in thirty-minute (30) increments. Human Resources has budgeted \$20,000 for these services in FY 17. Mr. Ramirez does also occasionally perform services for other departments or divisions upon request.

Coordinated With:

Finance
City Attorney's Office

Attachment:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD
ADOPTING A CONSULTING SERVICES AGREEMENT WITH JUAN RAMIREZ,
JD FOR ORAL SPANISH TRANSLATION AND AMERICAN SIGN LANGUAGE
INTERPRETATION SERVICE

1. Juan E. Ramirez Proposal for Interpreter Services Contract (Exhibit A)
2. Service Agreement – Scope of Services (Exhibit B)

RESOLUTION NO _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD
ADOPTING A CONSULTING SERVICES AGREEMENT WITH JUAN RAMIREZ,
JD FOR ORAL SPANISH TRANSLATION AND AMERICAN SIGN LANGUAGE
INTERPRETATION SERVICE**

WHEREAS, the City of Lynwood has contracted with Juan Ramirez, JD for oral English/ Spanish translation and American Sign Language interpretation services; and

WHEREAS, the City's contract with Juan Ramirez expires on December 31, 2016; and

WHEREAS, the City desires to renew its consulting services agreement with Juan Ramirez, JD for a three year period; and

WHEREAS, Mr. Ramirez has provided his fee rates for the three-year period from January 1, 2017 to December 31, 2019

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

Section 1. That the attached contract with Juan Ramirez JD will be adopted for the period from January 1, 2017 through December 31, 2019.

Section 2. That this Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 20th day of December, 2016.

María T. Santillán-Beas
Mayor

ATTEST:

Maria Quinonez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Haydee M. Sainz
Director of Human Resources & Risk
Management

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, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING A CONSULTING SERVICES AGREEMENT WITH JUAN RAMIREZ, JD FOR ORAL SPANISH TRANSLATION AND AMERICAN SIGN LANGUAGE INTERPRETATION SERVICE", 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:

Maria Quinonez
City Clerk

Exhibit A

Juan E. Ramirez, J.D.
Certified Spanish Interpreter
Federal and State Court Certified

November 29, 2016

CITY OF LYNWOOD
Attn: Haydee M. Sainz
Human Resources Director
11330 Bullis Road
Lynwood, CA 90262

Re: Renewal Proposal for Interpreter Services Contract

Dear Ms. Sainz:

I present the following rates for interpretation and language access services to the City of Lynwood.

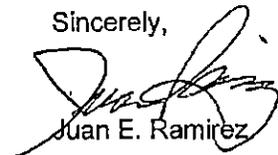
Consistent with the prompt quality services the City relies on, I am proposing these new terms:

- A three year extension through December 2019.
- Year 1 – January 1, 2017 rate increase of 4% (\$5) to \$130/hr.
- Year 2 – January 1, 2018 rate increase of 4% (\$5.20) to \$135.20/hr.
- Year 3 – January 1, 2019 rate increase of 4% (\$5.40) to \$140.60/hr.

Under this proposal, the added cost per meeting is a reasonable \$12.50 in year 1 and similar the following years. Besides the quality services and responsiveness secured with this contract, I offer the savings of a single interpreter on most assignments. To date, a second Spanish interpreter has not been needed even during long sessions. This proposal continues the practice of a very lean yet efficient operation for qualified interpreter services that includes American Sign Language providers also, at prevailing market rates (currently \$170/hr. for a team of 2 Certified Interpreters).

If you have any additional questions of me, please do not hesitate to contact me directly. I thank you for the opportunity to continue providing quality language services for Lynwood city residents.

Sincerely,


Juan E. Ramirez

P.O. Box 28162 • Santa Ana, CA 92799

Email: jrlegal@sbcglobal.net

Mobile (714) 856-0792

CONSULTING SERVICES AGREEMENT

This agreement ("Agreement") is made as of January 1, 2017 by and between the **City of Lynwood**, a municipal corporation ("City") and Juan E. Ramirez, JD ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

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

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

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

1. Consultant's Services.

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

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

2. Term of Agreement. This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement. On or before ninety (90) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three months following the Termination Date. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service.

Exhibit B

B. Payment to Consultant pursuant to this Agreement shall be payable as billed by the consultant for each meeting. In the event that this Agreement continues beyond the Termination Date as specified in Section 2, the total additional payment to Consultant in the event no new agreement is signed shall not exceed the sum of eight hundred dollars for each meeting of extension or the appropriate prorated amounts if less than a full month of additional services is involved at any time.

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

5. **Addresses.**

City

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: Alma K. Martinez, City Manager

Consultant

Juan E. Ramirez
3133 Dublin Street
Costa Mesa, CA 92626

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

Exhibit A – Scope of Services

EXHIBIT A
SCOPE OF SERVICES

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

CITY

CITY OF LYNWOOD

By: _____
Alma K. Martinez, City Manager

Date

CONSULTANT

JUAN E. RAMIREZ

By: _____
Juan E. Ramirez

Date



City of **LYNWOOD**

A City Meeting Challenges

11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220



DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma Martinez, City Manager *AJM*

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 Adoption 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

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.

On September 13, 2016, the Planning Commission conducted a noticed public hearing on proposed amendments to the Lynwood Zoning Ordinance, and recommended

AGENDA
ITEM
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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 and introduce for second reading, by title only, an Ordinance adding Chapter 4 Section 34 to Licensing and Business Regulations of the Lynwood Municipal Code entitled “Cannabis Businesses and Activity”; and
- Waive full reading and introduce for second reading the adoption of an Ordinance adopting 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

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. Permittee selection guidelines;
 - e. Appeal procedure; and
 - f. Permit revocation and abatement.
4. Security measures, including limited access, storage and transportation plan, surveillance cameras and alarm systems.
5. Operating requirements including recordkeeping, limitations on City's liability, City rights of inspection and testing, and restrictions on ownership and location changes.
6. Manufacturing sites will be permitted in 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. Manufacturing Site.

1. No manufacturing site shall be located within six hundred feet of a school, day-care center, or youth center, within fifty feet of a residential zone, in conformance with state law.

2. Subject to the distance and other requirements of this chapter and the Code, a manufacturing site may only be located on a property within the 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.

H. Video Recording and Retention Requirements

1. All camera views of all recorded areas must be continuously recorded 24 hours a day.
2. All surveillance recordings must be kept for a minimum of 30 days and be in a format that can be easily accessed for viewing. Video recordings must be archived in a format that ensures authentication of the recording as legitimately-captured video and guarantees that no alteration of the recorded image has taken place.
3. The surveillance system or equipment must have the capabilities to produce a color still photograph from any camera image, live or recorded, of the Licensed Premises.
4. The date and time must be embedded on all surveillance recordings without significantly obscuring the picture.
5. Time is to be measured in accordance with the official United States time established by the National Institute of Standards and Technology and the U.S. Naval Observatory at: <http://www.time.gov/timezone.cgi?Mountain/d/-7/java>.
6. After the 30 day surveillance video retention schedule has lapsed, surveillance video recordings must be erased or destroyed prior to being discarded or disposed of for any other purpose. Surveillance video recordings may not be destroyed if the Licensed Premises knows or should have known of a pending criminal, civil, or administrative investigation or any other proceeding for which the recording may contain relevant information.

I. Other Records

1. All records applicable to the surveillance system and cannabis tracking system shall be maintained on the Licensed Premises. At a minimum, Licensed Premises shall maintain a map of the camera locations, direction of coverage, camera numbers, surveillance equipment maintenance activity log, user authorization list and operating instructions for the surveillance equipment.

4-34-11: Fees and charges.

A. Prior to operating in the city, the operator of each Licensed Premises shall timely and fully pay all fees associated with the establishment of that business. The fees shall be as set forth in the schedule of fees and charges established by resolution of the city council, including, but not limited to, the following:

1. Application fee for accepting a registration application; due and payable in full at the time an application is submitted;
2. Processing fee for the cost to the city of processing an application and reviewing, investigating and scoring each application in accordance with any evaluation system to determine eligibility for issuance of a Permit; due and payable in full at the time a registration application is submitted;
3. Permit issuance fee for the cost to the city of preparing a development agreement, city council review and approval of the development agreement and the Permit, and preparation and issuance of the Permit as authorized by the city council, due and payable in full at the time the city issues a Permit;
4. Amended registration fee for the cost to the city of reviewing amendments or changes to the registration form previously filed on behalf of the Licensed Premises; due and payable in full at the time amendments or changes to any Permit form is submitted to the city;
5. Permit renewal fee for the cost to the city of processing an application to renew a Permit; due and payable in full at the time application is made to renew a Permit;
6. Any fees for inspection or investigation that are not included within the other fees associated with registration; due and payable in full upon request of the city; and
7. Any fees set forth in the applicable development agreement.

4-34-12: Limitations on City's liability

A. To the fullest extent permitted by law, the city shall not assume any liability whatsoever, with respect to approving any permit pursuant to this chapter or the operation of any medical marijuana facility approved pursuant to this chapter.

B. As a condition of approval of a permit as provided in this chapter, the applicant or its legal representative shall:

1. Execute an agreement indemnifying the city from any claims, damages, injuries, or liabilities of any kind associated with the registration or operation of the medical marijuana facility or the prosecution of the medical marijuana facility or its owners, managers, directors, officers, employees, or its qualified patients or primary caregivers for violation of federal or state laws;

2. Maintain insurance in the amounts and of the types that are acceptable to the city manager or designee;
3. Name the city as an additional insured on all city required insurance policies;
4. Agree to defend, at its sole expense, any action against the city, its agents, officers, and employees related to the approval of a regulatory permit; and
5. Agree to reimburse the city for any court costs and attorney fees that the city may be required to pay as a result of any legal challenge related to the city's approval of a regulatory permit. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder

4-34-13. Inspections

A. The city manager, law enforcement, or their designees shall have the right to enter all Licensed Premises from time to time unannounced during the facility's hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this chapter, to inspect and copy records required to be maintained under this chapter, or to inspect, view, and copy recordings made by security cameras, all without requirement for a search warrant, subpoena, or court order, and subject to appropriate fees as specified in the development agreement of under the Lynwood Municipal Code.

B. Operation of a Licensed Premises in noncompliance with any conditions of approval or the provisions of this chapter shall constitute a violation of the code and shall be enforced pursuant to the provisions of this code.

C. The city manager or designee may summarily suspend or revoke a Permit, or disqualify an applicant from the registration process, or elect not to renew a regulatory permit if any of the following, singularly or in combination, occur:

1. The city manager or designee determines that the medical marijuana facility has failed to comply with any requirement of this chapter or any condition of approval or a circumstance or situation has been created that would have permitted the city manager or designee to deny the regulatory permit under this chapter or elect not to renew or revoke the permit under this chapter;
2. The Licensed Premises or applicant has conducted itself or is being conducted in a manner that creates or results in a public nuisance;
3. The Licensed Premises ceased operations for more than 90 calendar days, including during change of ownership proceedings;

4. Ownership is changed without the new owners applying for and securing a new permit under this chapter;
5. The Licensed Premises relocates to a different location or premises; and
6. The Licensed Premises fails to allow inspection and/or copying of the security recordings, the activity logs and records required under this chapter, or the premises by authorized city officials.

D. Abatement

The city shall initiate abatement proceedings as authorized by the Code if necessary to correct any violation of this chapter, Code, or State Laws.

E. Violation deemed misdemeanor—penalty.

Any person violating any of the provisions of this chapter or any applicable rule in this chapter or Code, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by the maximum penalties provided for in the Penal Code section 19.

4-34-14: Testing

A. Testing Rules and Regulations. The city manager is authorized to formulate, adopt, and amend from time to time, rules and regulations regarding the safety and potency of medical cannabis distributed, dispensed, cultivated or manufactured at any Licensed Premises operating within the City. The purpose of such rules and regulations is to verify that any cannabis in any Licensed Premises is free of disallowed pesticides, fungicides, and microbiological organisms such as mold, bacteria, and fungus, and to verify the potency of such cannabis.

B. Testing Centers. The City Manager is authorized on behalf of the City to contract with one or more independent testing laboratories to assist the City Manager in the formulation of the rules and regulations required under this Section and to perform periodic and random testing of cannabis at each Licensed Premises operating in the City.

C. Samples on Demand. Each Licensed Premises shall, upon request of the City Manager, submit a sufficient quantity of cannabis to a recognized testing facility retained by the City Manager to perform laboratory or chemical analysis of the subject cannabis. The testing facility shall maintain the testing results as part of its records. The City Manager will notify the Licensee of the results of the analysis.

4-34-15: Appeals

Any decision regarding or pertaining to the permit process set forth in this chapter, or any action taken by the city manager or designee pursuant hereto, may be appealed to the city council. Such appeal shall be taken by filing with the city clerk, within ten (10) days after notice of the action

or decision complained of has been issued, a written statement setting forth the grounds for the appeal. The city clerk shall transmit the written statement to the city council and at its next regular meeting the council shall set a time and place for a hearing on the appeal. Notice of the time and place of such hearing shall be mailed to the appellant. The decision of the city council on such appeal shall be final and binding on all parties concerned.

4-34-16: Statewide Regulation.

This chapter, and the provisions herein, shall be read consistent with any statewide regulation of medical cannabis/marijuana that is promulgated by the legislature or by voter approval in the future. In the event that any State Law is passed pursuant to the decriminalization or legalization, for recreational use, of marijuana, this ordinance shall govern the conduct of those business allowed to distribute cannabis under such provision.

4-34-17: Interpretation.

The provisions of this chapter shall be read consistent with all the provisions of Federal and State laws, this chapter, as well as this Code. At no time shall a commercial cannabis business in compliance with state law and this code be deemed to be an unlawful business.

4-34-18: Severability.

Should any provision of this chapter, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable.



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AMS*

PREPARED BY: Maria Quiñonez, City Clerk *MQ*
Lourdes Morales, Office Assistant II *LM*

SUBJECT: Second Reading of Ordinance No. 1689 and Ordinance No. 1690

Recommendation:

Staff recommends that the City Council waive reading and adopt the attached ordinances 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

AN ORDINANCE OF THE PEOPLE OF THE CITY OF LYNWOOD, CALIFORNIA, ENACTING A BUDGET STABILIZATION ("RAINY DAY) FUND".

Background:

The City Council introduced Ordinance No. 1689 and Ordinance No. 1690 for first reading on December 6, 2016.

Fiscal Impact: N/A

Coordinate With:

City Attorney's Office

PROPOSED ORDINANCE NO. 1089
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. 1690
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:



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AKM*

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

SUBJECT: AUTHORIZATION TO HOLD A PUBLIC HEARING ON A PROPOSED SERIES OF ANNUAL INCREASES IN MUNICIPAL WATER AND SEWER RATES AND SERVICE CHARGES OVER THE 5 YEAR PERIOD OF 2017 THROUGH 2021

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING A PUBLIC HEARING BE HELD ON A PROPOSED SERIES OF ANNUAL INCREASES IN MUNICIPAL WATER AND SEWER RATES AND SERVICE CHARGES OVER THE FIVE YEAR PERIOD OF 2017 THROUGH 2021."

Background:

The City of Lynwood's Water and Sewer Utility is generating insufficient revenues at the current rate structure to maintain and operate the City's water and sewer systems; to improve and maintain their infrastructure; to meet the required debt service coverage ratio; and to set aside reserves at industry standard. Black & Veatch Management Consulting (Black & Veatch) conducted a study to prepare a multi-year financial plan, cost of service analysis and rate design for the City's Water and Sewer Enterprise funds to sustain these two systems.

Discussion & Analysis:

Water System

The City's water service area is approximately 4.7 square miles in size and covers approximately 90 percent of land within the City's municipal boundaries. Liberty Utilities services the remaining 10 percent in the southeast section of the

City's municipal boundaries. The City provides water service to an area with a current population of approximately 62,900 and over 9,000 water connections.

The City's water supply sources include water pumped from local groundwater basin, treated imported water purchased from Metropolitan Water District of Southern California (MWD), and recycled water supplies provided by Central Basin Municipal Water District (CBMWD). The total actual quantities of the water supplied in Fiscal Year 2014-2015 was reported as 5,717 acre feet.

Groundwater from the City's wells is generally of good quality. The City routinely monitors its groundwater wells to ensure water quality meet all State Water Resources Control Board-Division of Drinking Water's (SWRCB-DDW) primary and secondary water quality standards. It is projected that the City can meet water demands during normal, single dry, and multiple dry years over the next 20 years.

The City operates several wells that tap the underlying artesian aquifer. The City operates a single, 3 million gallon capacity, reinforced concrete, ground-level tank. The reservoir was built in the mid-1960s. Three booster pumps, each rated at 1,000 gallons per minute (gpm), draw water from the reservoir during the periods of high demand and deliver water to the system. Water is delivered to the tank through a 16-inch diameter pipeline, equipped with a 12-inch diameter pressure relief valve at the northeast corner of Mc Nerney Avenue and Imperial Highway. The existing distribution system is principally comprised of pipe ranging from 4- through 12- inch diameter. Control of pumping operations at the three booster pumps at the ground level reservoir and each of the active production wells is performed automatically at the Public Works Yard through a telemetry system.

Capital Improvement Needs-Water

The City's 2005 Water System Master Plan identified a number of pipeline segments requiring improvements. These improvements were prioritized as categories 1, 2, and 3. Category 1 improvements, being the highest, would alleviate the most severe system pressure deficiencies during the maximum day plus fire flow demand conditions. Black and Veatch prepared a Needs Assessment Study on the proposed water distribution capital projects. Black and Veatch identified \$8.1 million in cost to implement Category 1 and 2. Improvements.

In addition, the City has five active wells, Well Nos. 5, 8,9,11 and 19. Below is a table on each of the wells age and pumping capacity.

Well No.	Year Drilled	Pumping Capacity (gpm)
5	1932	630
8	1948	990
9	1947	1100
11	1950	950
19	1971	1750

Given the age of the City's existing wells, 4 of the 5 wells being over 66 years, coupled with findings of encrustation, plugging of casing perforations and declining specific capacity values, it was recommended in the 1981 Master Plan to plan for the replacement of the City's wells. To replace all 5 wells will cost an estimated \$12.5 million. A new well, Well No. 22, is currently under design. It is anticipated that the construction of this new well will commence in 2017.

Below is a summary of proposed Capital Projects:

Project Category	Estimated Cost
Priority 1 – Water Distribution Improvement	\$5,137,000
Priority 2 – Water Distribution Improvement	\$3,005,000
Well Replacement – Water Supply	\$12,510,000
Current Proposed and Adopted Projects (SCADA, Generators, Well No. 22 etc.)	\$10,250,000
Total	\$30,902,000

Improvement to the water distribution system will reduce main breaks and water outages. New wells to replace the old wells will enhance reliability of water supply, integrity of the infrastructure, and stabilize rates in the future by reducing expensive purchases of imported water. Insufficient funding will force the City to defer replacement of old and deteriorated infrastructure, and increase the City's reliance on more expensive imported water.

Sewer System

The City's wastewater collection system is managed by the City's Public Works Department. The sewer utility provides sewer collection services to its residential, commercial, and industrial customers within the City's boundary.

The wastewater collection system consists of about 80 miles of gravity sewer pipe, 1,800 manholes, 30 inverted siphons and about 10,000 sewer lateral connections. The City's system conveys untreated wastewater into various County Sanitation Districts' trunk sewers for transmission, treatment and disposal. It is estimated that approximately 3.8 million gallons per day of waste water is collected within the City's service area.

Capital Improvement Needs-Sewer System

In 2009, the City prepared a Sanitary Sewer Management Plan (SSMP), which included an assessment of the condition and capacity of the City's collection system. As part of the SSMP, the City's 81-mile sewer system was reviewed. The design and analysis of the gravity sewer pipes is typically based upon the

depth to diameter ratio. The area above the water surface (residual capacity) helps to keep the sewer aerated, reducing the possibility of septic conditions and odors. The residual capacity allows for the possibility that actual wastewater flows may be slightly higher than anticipated, especially during peak flows. The model identified "over capacity" for pipes with a depth to diameter (d/D) ratio greater than 0.64 and are recommended for correction projects.

Pursuant to the SSMP, Priority 1 projects were identified as pipe having critical deficiencies of d/D greater than 0.85 and are recommended for correction first. Below is an estimated cost of correction to replace "over capacity" pipes rated at Priority 1 and Priority 2.

Component Priority	Estimated Cost of Correction
1	\$1,740,000
2	\$8,430,000
Total	\$17,810,000

It is important that the City's sewer system is properly operated, maintained and managed to reduce frequency and severity of sanitary sewer overflows and their potential impacts on the public health, safety and on the environment. One of the goal of the sewer system pursuant to the SSMO, is that the City's sewer system to be adequately designed, constructed and funded to provide adequate capacity to convey base flows and peak flows while meeting or exceeding applicable regulations, laws, and the generally acceptable practices relative to sanitary sewer system operations and maintenance.

Water and Sewer Rate Study

To ensure that the water and sewer systems are reliable, the systems have to be maintained and operated. To meet the costs associated with providing water services to the City's customers, the water utility derived revenue from a variety of sources including readiness to serve charge, water sales charge, reconnection charge, tap fees and interest earned. The sewer utility derives revenues from sewer charges, miscellaneous revenue, and interest earned from the investment of available funds.

Black & Veatch projected the financial state of the water and sewer utilities if no revenue increases were to occur. Under the status quo scenario, the water and sewer utilities will operate at an annual deficit position, drawing down its reserves. In addition, this status quo scenario has other problems associated with it, beyond drawing down the utilities' reserves or deferring needed capital projects; it also includes the inability to meet its debt coverage ratio which is a requirement of its existing bond indebtedness.

Water and Sewer Bond Rate Covenant

In order to avoid deficit positions, Black and Veatch recommended revenue increases to meet revenue requirements, avoid deficit reserve positions and restore compliance with the water and sewer rate covenant requiring at least a 1.25 ratio of net revenues of the water and sewer system (revenue less operation and maintenance expenses) to total debt service payments on outstanding Bonds.

The City's Interim Finance Director offers the following: Bond Counsel and the Financial Advisor retained in July 2016 have also recommended the immediate restoration of compliance with the above described rate covenant through rate increases. Finance Staff provided a caution that the rate covenant would not be met (a non-payment default) in its staff report, dated July 19, 2016 as follows:

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

Section 6.07 of the Indenture of Trust Agreement regarding the 2009 Water and Sewer Bonds (the debt covenants), dated May 1, 2009, established the requirements to collect sufficient revenue to annually pay expenses, capital improvements and debt service payments, while maintaining adequate reserves. However, water and sewer rates were last increased in 2012, and revenues have dropped due to the State mandated water conservation goals.

Proposed Rate Adjustments

The following goals were provided to Black & Veatch to determine the appropriate level of revenue increases:

- Meet the minimum rate covenant requirement of 1.25,
- Meet operating cash reserve target at 25% of operating expenses (90 days) by FY 2020-2021,
- Provide adequate capital funding to begin addressing our most pressing capital project needs.
- Become net annual cash positive by FY 2020-2021, and
- Develop rates that are fair and equitable that meet cost of service, principles and Proposition 218 requirements.

Below are tables on the proposed water and sewer rates schedules for FY17 through FY21. Staff reminds the City Council that the rates are based on unaudited actuals for FY16 and subject to some changes. The rate schedules

listed below are provided to give the City Council a better idea on rates that are being proposed. The proposed rates below may change minimally to some degree once Black & Veatch updates the Water and Sewer Rate Study, however, staff does not anticipate dramatic changes to the proposed rates.

Black & Veatch will update the Water and Sewer Rate Study following tonight's meeting and incorporate any directions the City Council may have. The rates published on the Proposition 218 notices will be based on the final Water and Sewer Rate Study prepared by Black & Veatch which will be completed prior to the mailing of the Proposition 218 notices and certainly prior to the public hearing following these notices.

PROPOSED WATER RATES						
Description	Existing FY 15/16	Proposed FY 16/17	Proposed FY 17/18	Proposed FY 18/19	Proposed FY 19/20	Proposed FY 20/21
Readiness to Serve Charge	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)
3/4"	\$14.73	\$15.90	\$18.29	\$21.04	\$24.20	\$27.83
1"	\$22.10	\$20.80	\$23.92	\$27.51	\$31.64	\$36.39
1.5"	\$44.18	\$32.94	\$37.89	\$43.58	\$50.12	\$57.64
2"	\$66.27	\$47.57	\$54.71	\$62.92	\$72.36	\$83.22
3"	\$125.16	\$86.62	\$99.62	\$114.57	\$131.76	\$151.53
4"	\$220.88	\$130.50	\$150.08	\$172.60	\$198.49	\$228.27
6"	\$294.50	\$252.33	\$290.18	\$333.71	\$383.77	\$441.34
8"	\$515.39	\$447.37	\$514.48	\$591.66	\$680.41	\$782.48

Description	Existing FY 15/16	Proposed FY 16/17	Proposed FY 17/18	Proposed FY 18/19	Proposed FY 19/20	Proposed FY 20/21
Commodity Charge	(\$/HCF)	(\$/HCF)	(\$/HCF)	(\$/HCF)	(\$/HCF)	(\$/HCF)
Residential	\$2.92	\$3.49	\$4.02	\$4.63	\$5.33	\$6.13
Commercial/ Industrial	\$2.92	\$3.49	\$4.02	\$4.63	\$5.33	\$6.13

Description	Existing FY 15/16	Proposed FY 16/17	Proposed FY 17/18	Proposed FY 18/19	Proposed FY 19/20	Proposed FY 20/21
Fire Line Charge	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)
1"	\$6.92	\$14.94	\$17.19	\$19.77	\$22.74	\$26.16

Description	Existing FY 15/16	Proposed FY 16/17	Proposed FY 17/18	Proposed FY 18/19	Proposed FY 19/20	Proposed FY 20/21
1.5"	\$10.38	\$21.25	\$24.44	\$28.11	\$32.33	\$37.18
2"	\$20.77	\$28.85	\$33.18	\$38.16	\$43.89	\$50.48
3"	\$31.15	\$49.15	\$56.53	\$65.01	\$74.77	\$85.99
4"	\$41.54	\$71.97	\$82.77	\$95.19	\$109.47	\$125.90
6"	\$62.30	\$135.31	\$155.61	\$178.96	\$205.81	\$236.69
8"	\$83.07	\$236.71	\$272.22	\$313.06	\$360.02	\$414.03
10"	\$103.84	\$376.13	\$432.55	\$497.44	\$572.06	\$657.87

PROPOSED SEWER RATES						
Description	Current FY 15/16	Proposed FY 16/17	Proposed FY 17/18	Proposed FY 18/19	Proposed FY 19/20	Proposed FY 20/21
Flat Charge	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)	(\$/Month)
Residential	\$7.79	\$10.83	\$16.79	\$19.31	\$22.21	\$25.55
Commercial/ Industrial	\$38.94	\$68.48	\$106.15	\$122.08	\$140.40	\$161.46

Fiscal Impact:

The proposed rate schedules for the Water and Sewer Systems will assist the City meet revenue requirements of the Water and Sewer Systems to work its way out of deficit positions. The City is in the process of refunding its Enterprise Bonds. The rate adjustment is necessary to demonstrate to bond holders that the City is able to meet bond covenants on the required 1.25 debt service coverage ratio. Currently, the City is out of compliance with the required debt service coverage ratio.

Coordinated With:

City Attorney
Finance & Administration

RESOLUTION. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING A PUBLIC HEARING BE HELD ON A PROPOSED SERIES OF ANNUAL INCREASES IN MUNICIPAL WATER AND SEWER RATES AND SERVICE CHARGES OVER THE FIVE YEAR PERIOD OF 2017 THROUGH 2021

WHEREAS, City staff and the City's consultant, Black & Veatch Management Consulting, LLC (Black & Veatch), has analyzed the operations of the City's water and sewer facilities; and

WHEREAS, Black and Veatch prepared a draft Needs Assessment Study evaluating the recommendations under the City's Water Master Plan and Sewer System Management Plan to replace inadequate and obsolete infrastructure and thereby improve each system's operational performance, efficiency, longevity and sustain its reliability now and into the future; and

WHEREAS, the draft Needs Assessment Study and current proposed and approved capital improvement projects identified \$30.9M of improvements needed in the water system; and

WHEREAS, in addition to capital improvements to the water system the current operations and maintenance, debt service, and other costs exceed the revenues presently generated from ratepayers; and

WHEREAS, the draft Needs Assessment Study identified \$17.8M of needed improvements in the sewer system; and

WHEREAS, in addition to capital improvements to the sewer system the current operations and maintenance, debt service, and other costs exceed revenues presently generated from ratepayers; and

WHEREAS, it is the City's policy to recover costs reasonably borne for services provided at the policy level approved by the City Council as set forth in the 6-4.4 of the Lynwood Municipal Code.

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 receives the presentation on the water and sewer rate study and authorizes staff to compensate Black & Veatch for the services rendered to assist staff in preparing the December 20, 2016 staff report and to answer questions from the City Council on December 20, 2016.

Section 2. That the City Council directs staff to work with Black & Veatch to finalize the Water and Sewer Rate Study.

Section 3. That the City Council authorizes staff to initiate a Proposition 218 process and mail out written notice of the proposed rate increase and notice of public hearing based on the Final Water and Sewer Rate Study.

Section 4. That the City Council approves the scheduling of a public hearing on the proposed rate increase on March 21, 2017 at 6:00pm or a date and time soon thereafter to consider any and all protests against the rate increase.

Section 5. That this resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 20th day of December, 2016.

Maria T. Santillan-Beas
Mayor

ATTEST:

María Quiñónez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the 20th day of December 2016, 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 20th day of December 2016.

Maria Quinonez, City Clerk



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AMK* *RG*

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

SUBJECT: APPROVAL OF AN AGREEMENT WITH BLACK AND VEATCH MANAGEMENT CONSULTING, LLC FOR PHASE II OF THE WATER AND SEWER RATE STUDY

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BLACK AND VEATCH MANAGEMENT CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED \$35,000 FOR PHASE II OF THE WATER AND SEWER RATE STUDY"

Background:

On February 13, 2013, the City Council awarded a contract to Black & Veatch Corporation in an amount not to exceed \$40,000 (Resolution 213.019). On March 18, 2014, the City Council approved a contract with Black & Veatch Corporation to prepare a Needs Assessment Study and to update the Water and Sewer Rate Study.

Discussion & Analysis:

Black and Veatch Corporation, now named Black and Veatch Management Consulting, LLC, (Black & Veatch) has issued a first initial draft of the Water and Sewer Rate Study in June 2013. In November 2014, Black and Veatch completed a draft Needs Assessment Study. An updated draft Needs Assessment Study was issued in March 2015. In October 2015, Black & Veatch issued an updated draft Water and Sewer Rate Study to reflect impacts to the water system relating to water conservation and possible implementation of smart meters.

AGENDA
ITEM

16

Phase I

Staff initially planned for the City Council to consider a rate adjustment in FY13. Black & Veatch was engaged in February 2013 to prepare the study. Black & Veatch, pursuant to the Agreement, prepared a draft of the study. Since the rate adjustment was not carried out in 2013, there was a need to adjust original assumptions in revenues and expenditures to reflect a proposed rate adjustment in 2014.

A draft Needs Assessment Study was prepared to establish a reasonable CIP workplan to address priority projects. Staff has determined that the water sewer rate study should be updated to include a more workable Capital Improvement Program estimates based on a Needs Assessment study and to include any other adjustments to the study as necessary.

Phase II

Staff recommends that the City Council approve an agreement with Black & Veatch to finalize the Water and Sewer Rate Study and to provide Proposition 218 support.

LMC 6-3.13 Exception to Bidding; 4/5ths Vote of the City Council for an Exception to Bidding for Consulting Services

Lynwood Municipal Code Section 6-3.13 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.

Black & Veatch has already prepared the initial draft Water and Sewer Rate Study and draft Needs Assessment Plan. It would be more cost effective to have Black & Veatch update its plan than have a new firm prepare a new Water and Sewer Rate Study. Additionally, if the City Council decides to proceed with the Proposition 218 process, it would be helpful to receive support from Black & Veatch throughout this process.

Fiscal Impact:

The budget for updating the Water and Sewer Rate Study was included in the adopted FY2017 Budget for the Water and Sewer Divisions. The \$35,000 cost includes the \$29,100 cost proposal from Black & Veatch, a contingency for additional work that may arise, and pass through payments that may need to be filed with the County Assessor's Office.

Staff requests an additional appropriation in the amount of \$50,000 to pay for the printing and mailing of the written notices and legal costs. The proposed appropriation will be as follows:

From	To	Amount
Unappropriated Water Fund (Fund 6051)	6051.45.450 (Water Utility Division)	\$25,000
Unappropriated Sewer Fund (Fund 6401)	6051.45.460 (Sewer Service Division)	\$25,000
TOTAL		\$50,000

Coordinated With:

City Attorney
Finance & Administration

RESOLUTION. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BLACK AND VEATCH MANAGEMENT CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED \$35,000 FOR PHASE II OF THE WATER AND SEWER RATE STUDY

WHEREAS, the City is responsible for providing water service and maintaining a sanitary sewer system; and

WHEREAS, Proposition 218 contains substantive provisions concerning property related fees and charges; and

WHEREAS; a comprehensive water and sewer rate study is needed to meet the substantive requirements of Proposition 218; and

WHEREAS, Black & Veatch Corporation was engaged to prepare the sewer and water rate study in February 2013 and has been engaged to update the study and prepare a Needs Assessment Plan; and

WHEREAS, in the event the City Council approves to initiate a Proposition 218 process, support is needed from Black and Veatch Municipal Consulting.

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

Section 1. That the City Council approves an agreement with Black & Veatch Municipal Consulting in the amount not to exceed \$35,000.

Section 2. That the City Council authorize the Mayor to execute an Agreement with Black & Veatch Management Consulting, LLC in a form approved by the City Attorney.

Section 3. The City Council finds by way of a four-fifths vote of its members that such acquisition may be more economically and efficiently effected through the use of an alternate procedure since Black and Veatch Municipal Consulting has already drafted the initial Water and Sewer Rate Study and Needs Assessment Plan.

Section 4. That the City Council authorizes the additional appropriations as follows:

From	To	Amount
Unappropriated Water Fund (Fund 6051)	6051.45.450 (Water Utility Division)	\$25,000
Unappropriated Sewer Fund (Fund 6401)	6401.45.460 (Sewer Service Division)	\$25,000
TOTAL		\$50,000

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

PASSED, APPROVED and ADOPTED this 20th day of December, 2016.

ATTEST:

Maria T. Santillan-Beas
Mayor

María Quiñónez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the 20th day of December 2016, 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 20th day of December 2016.

Maria Quinonez, City Clerk



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AMS* *AM*

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

SUBJECT: Bus Shelter Purchase
Bus Stops Improvement Project
Project No. 4011.68.013

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING STAFF TO PURCHASE ADDITIONAL 12 NEW BUS SHELTERS FROM TOLAR MANUFACTURING IN THE AMOUNT OF \$125,268.44, APPROVING CONTRACT CHANGE ORDER NO.1 TO MARTINEZ CONCRETE IN THE AMOUNT \$34,740.00 FOR THE INSTALLATION OF THE SHELTERS FOR THE BUS STOPS IMPROVEMENT PROJECT; PROJECT NUMBER 4011.68.013 AND AUTHORIZING THE CITY MANGER TO APPROPRIATE \$200,000 FROM THE UNAPPROPRIATED PROPOSITION A FUNDS TO THE BUS STOPS IMPROVEMENT PROJECT."

Background:

On February 16, 2016, the City Council selected a bus shelter design and authorized staff to purchase the bus shelters. Staff selected Tolar Manufacturing (Tolar) based on the company's ability to meet the City's design criteria and schedule of delivery.

On April 6, 2016, the City and Tolar entered in a Purchase Order Agreement to fabricate fifty six (56) shelters, benches and trash receptacles for a purchase price of \$587,748.

The second phase of the project involves the installation of the shelters. As such, on July 5, 2016, the City Council awarded the Bus Stop installation to Martinez Concrete, Inc, for its low bid of \$370,917.



Discussion & Analysis:

During construction, staff discovered that of the MTA bus stops that did not have a bus shelter, some could accommodate a bus shelter and still comply with ADA path of travel requirements. The locations are listed below;

1. Abbott Road and Kauffman Avenue
2. Abbott Road and Alexander Avenue
3. Abbott Road and Jackson Avenue
4. Abbott Road and Atlantic Avenue
5. Imperial Highway and Fernwood Avenue
6. Long Beach Boulevard and Imperial Highway
7. Long Beach Boulevard and Cedar Avenue (Northbound)
8. Long Beach Boulevard and Cedar Avenue (Southbound)
9. Long Beach Boulevard and Josephine Street
10. Martin Luther King Junior Boulevard and Ernestine Avenue (Westbound)

Two additional Bus shelters were added to the list and will be used for future use and/or for any replacement purpose.

Staff is proposing to purchase twelve bus shelters from Tolar in the amount of \$125,268.44. After the purchase of these bus shelters, staff recommends to have Martinez Concrete, the current installer/contractor, to install the 10 shelters in the approximate amount of \$34,740.00. This amount includes the preparation of the site by removing the existing bus shelters and amenities, parkway trees, concrete brick pavers, sidewalk and signage; and construction of new sidewalks within the bus shelter perimeter and installation of new bus shelters, benches, trash receptacles and signage.

Staff will present a Contract Change Order No. 1 in the amount of \$34,740.00 to Martinez Concrete for the installation of the additional 10 bus shelters.

In addition, staff has contacted Metropolitan Transportation Authority (MTA) and received confirmation to purchase and install these additional bus shelters using Prop A funds.

Fiscal Impact:

The purchase and installation of these shelters will be funded using Proposition A funds.

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, AUTHORIZING STAFF TO PURCHASE ADDITIONAL 12 NEW BUS SHELTERS FROM TOLAR MANUFACTURING IN THE AMOUNT OF \$125,268.44, APPROVING CONTRACT CHANGE ORDER NO.1 TO MARTINEZ CONCRETE IN THE AMOUNT \$34,740.00 FOR THE INSTALLATION OF THE SHELTERS FOR THE BUS STOPS IMPROVEMENT PROJECT; PROJECT NUMBER 4011.68.013 AND AUTHORIZING THE CITY MANGER TO APPROPRIATE \$200,000 FROM THE UNAPPROPRIATED PROPOSITION A FUNDS TO THE BUS STOPS IMPROVEMENT PROJECT

WHEREAS, the Bus Stops Improvement Project covers fifty-six (56) locations along four major City arterials, Imperial Highway, Long Beach Boulevard, Martin Luther King Junior Boulevard, and Atlantic Avenue; and

WHEREAS, staff discovered that of the MTA bus stops that did not have a bus shelter, some could accommodate a bus shelter and still comply with ADA path of travel requirements. The locations are listed below;

1. Abbott Road and Kauffman Avenue
2. Abbott Road and Alexander Avenue
3. Abbott Road and Jackson Avenue
4. Abbott Road and Atlantic Avenue
5. Imperial Highway and Fernwood Avenue
6. Long Beach Boulevard and Imperial Highway
7. Long Beach Boulevard and Cedar Avenue (Northbound)
8. Long Beach Boulevard and Cedar Avenue (Southbound)
9. Long Beach Boulevard and Josephine Street
10. Martin Luther King Junior Boulevard and Ernestine Avenue (Westbound)

WHEREAS, Staff is proposing to purchase additional twelve bus shelters (two being spares) from Tolar in the amount of \$125,268.44.; and

WHEREAS, staff recommends to have Martinez concrete, the current installer, to install 10 additional shelters in the approximate amount of \$34,740; and

WHEREAS, staff has contacted Metropolitan Transportation Authority (MTA) and received confirmation to purchase and install these additional bus shelters using Prop A funds; and

WHEREAS, staff will present a Contract Change Order No. 1 in the amount of \$34,740.00 to Martinez Concrete for the installation of the additional 10 bus shelters.

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

Section 1. The City Council of the City of Lynwood authorizes the City Manager to appropriate funds from the unappropriated Prop. A fund for the Bus Stops Improvement Project, as follows;

From	To
Unappropriated Prop. A Fund	Bus Stops Improvement Project Project No. 4011.68.013
\$200,000	\$200,000

Section 2. That the City Council approves the purchase of the 12 bus shelters from Tolar Manufacturer in the amount of \$125,268.44

Section 3. That the City Council approves Contract Change Order No. 1 in the amount of \$34,740.00 to Martinez Concrete for the installation of the additional 10 bus shelters.

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

Section 5. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 20th day of December, 2016.

Maria Santillan-Beas, Mayor

ATTEST:

Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia, City Attorney

Alma K. Martinez, City Manager

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

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

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

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

Dated this _____ day of _____, _____

City Clerk, City of Lynwood



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AKM*

PREPARED BY: Haydee M. Sainz, *(HMS)* Director of Human Resources and Risk Mgmt.

SUBJECT: Immediate Need for Temporary Staffing Request – City Manager's Office

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL A KEY POSITION IN THE CITY MANAGER'S OFFICE ON AN INTERIM BASIS UNTIL THE POSITION IS PERMANENTLY FILLED – ASSISTANT TO THE CITY MANAGER (PENDING COMPLETION OF MEET AND CONFER)".

Background:

The City Manager has received notice that the position of Assistant to the City Manager will become vacant on December 30, 2016. The City Manager has assessed and determined that this position is vital to the operation of her department and must be temporarily staffed until the position is filled through the hiring process to fill the upcoming vacancy. The City Manager communicated that the position is critical to the operation for the immediate needs of her Department, which will impact the City Council and the City Manager respectively. It is imperative that the position be filled prior to the departure of the incumbent. The position is responsible to coordinate the activities and services of the City Manager's Office, including budget preparation and analysis, purchasing, and personnel administration of support staff; and to provide responsible and complex staff assistance to the City Manager.

It is vital that staff immediately seek the temporary assistance of an individual in order to ensure the department's continuity.

It is important that the operation continues with minimal interruption, and to ensure that this is achieved, staff needs to provide the immediate staffing to support and carry out the critical tasks in the City Manager's Office.



Discussion & Analysis:

The City Manager has identified the immediate need for the replacement of the Assistant to the City Manager's position in order to carry out the daily functions and operation of her office. The temporary assistance of an individual in the capacity of Assistant to the City Manager within the City Manager's Office will assist to ensure the department's continuity and that it continues to operate effectively and efficiently with minimal, if any interruptions.

The position is essential to the operation and staff recommends the City Manager engage to seek the professional services of a qualified candidate to provide services on an interim basis in the capacity identified by job description for the Assistant to the City Manager position until the City completes the recruitment for the upcoming vacancy.

Section 6-3.13 of the Lynwood Municipal Code authorizes the City Council to dispense with formal bidding requirements by 4/5ths vote, when the services may be acquired more economically and efficiently through the use of an alternate procedure.

Fiscal Impact:

The City Manager believes there will be salary savings resulting from filling the vacancy with a temporary Assistant to the City Manager during FY17. However, significant cash outs were made to staff members that left the City's employment recently, which will create a need for a significant appropriation of funds during FY17.

Staff will present a budget appropriation to Council at Mid- Year budget review.

Coordinated With:

City Manager's Office
City Attorney
Finance

Attachments:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL A KEY POSITION IN THE CITY MANAGER'S OFFICE ON AN INTERIM BASIS UNTIL THE POSITION IS PERMANENTLY FILLED – ASSISTANT TO THE CITY MANAGER (PENDING COMPLETION OF MEET AND CONFER)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL A KEY POSITION IN THE CITY MANAGER'S OFFICE ON AN INTERIM BASIS UNTIL THE POSITION IS PERMANENTLY FILLED – ASSISTANT TO THE CITY MANAGER (PENDING COMPLETION OF MEET AND CONFER)

WHEREAS, the City Manager's Office will have a vacancy to the Assistant to the City Manager position in late December 2016; and

WHEREAS, the position is essential to the operation of the City Manager's Office. The position ensures the continuity of the operation as it pertains to the responsibility to coordinate the activities and services of the City Manager's Office, including budget preparation and analysis, purchasing, and personnel administration of support staff; and to provide responsible and complex staff assistance to the City Manager; and

WHEREAS, filling the position through a professional recruiting firm, which is currently being sought through the RFP process, which requires time to fill the position that will become vacant due to a retirement therefore, temporary staffing is needed; and

WHEREAS, Section 6-3.13 of the Lynwood Municipal Code authorizes the City Council to dispense with formal bidding requirements by 4/5ths vote, when the services may be acquired more economically and efficiently through the use of an alternate procedure.

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

Section 1. That the City Council authorizes the Mayor to direct the City Manager to engage in seeking professional services of a qualified candidate to provide services on an interim basis for the Assistant to the City Manager position until the City can complete the recruitment, and approve an agreement for staff on an interim basis until a permanent selection is made, approved as to form by the City Attorney,

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

Maria Santillan-Beas, Mayor

ATTEST:

Maria Quinonez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AKM*

PREPARED BY: Dennis McLean, CPA, Interim Finance Director
Haydee M. Sainz, Director of Human Resources and Risk Mgmt.

SUBJECT: Immediate Need for Temporary Staffing Request – Finance Department

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 AGREEMENTS TO FILL SEVERAL KEY POSITIONS IN THE FINANCE DEPARTMENT ON AN INTERIM BASIS THROUGH JUNE 2017 OR UNTIL VACANCIES ARE PERMANENTLY FILLED".

Background:

The Interim Finance Director has assessed and recommended that several key positions that are vital to the operation be temporarily staffed until the positions are fully staffed through the hiring process to fill the upcoming vacancies. The department's staffing levels are temporarily reduced due to retirements. The Interim Finance Director communicated that the need for the positions is critical to the operation to ensure continuity of the revenue collection, water-billing processing, and provide timely customer service to patrons that visit the Water Billing Division for the various types of daily financial transactions in the Water Billing Division. The Finance Manager and Billing & Collections Supervisor are key positions that are needed in the following areas that are critical to the operation:

1. Planning, organizing, all financial planning, budgeting, accounting, payroll and related functions, including, revenue forecasting and impact;
2. Financial transaction processing;
3. Record keeping and reporting;
4. Payroll and billing;
5. Oversight of water utility accounting and function;
6. Coordinating the production and the administration of the City's operating and capital budget; and
7. Coordinating the annual financial audit.



It is vital that staff immediately seek the temporary assistance of individuals in the various capacities with the Finance Department in order to ensure the department's continuity. The positions that are identified as critically needed are in the area:

- Finance Manager
- Billing and Collections Supervisor
- Accounting Technician

It is important that the operation continues with minimal interruptions and to ensure that this is achieved staff needs to seek to provide the proper staffing in the department to support and carry out the critical tasks in the Finance Department.

Discussion & Analysis:

The Interim Finance Director has identified the immediate need for additional staffing in several areas of the department in order to succeed in the daily functions and operation. The temporary assistance of individuals in the various capacities within the Finance Department will assist to ensure the department's continuity and that it continues to operate effectively and efficiently with minimal, if any interruptions.

The positions are essential to the operation and staff recommends the City Manager engage to seek the professional services of qualified candidates to provide services on an interim basis in the various capacities identified by the Interim Finance Director until the City completes recruitments where vacancies exist.

Section 6-3.13 of the Lynwood Municipal Code authorizes the City Council to dispense with formal bidding requirements by 4/5ths vote, when the services may be acquired more economically and efficiently through the use of an alternate procedure.

Fiscal Impact:

The FY 17 budget reflects salary savings of \$173,046 All Funds (of which \$85,637 are from the General Fund). The amount reflected is for compensation and benefits for the positions mentioned and managed by the Finance Department.

If the City Council adopts the following resolution, the cost of additional staffing will be within the FY 17 budget for the Finance department.

Coordinated With:

City Manager's Office
City Attorney
Finance

Attachments:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS TO FILL SEVERAL
KEY POSITIONS IN THE FINANCE DEPARTMENT ON AN INTERIM BASIS
THROUGH JUNE 2017 OR UNTIL VACANCIES ARE PERMANENTLY FILLED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS TO FILL SEVERAL KEY POSITIONS IN THE FINANCE DEPARTMENT ON AN INTERIM BASIS THROUGH JUNE 2017 OR UNTIL VACANCIES ARE PERMANENTLY FILLED

WHEREAS, the Finance Department has the following positions that are vacant or will become vacant due to retirements: Billing and Collections Supervisor, Finance Manager, Accounting Technician, and

WHEREAS, the positions are essential to the operation of the Finance Department. The positions will ensure the continuity of the operation as it pertains to the budget, payroll and accounting and auditing and billing and collections functions, including the current audit and ensure the efficient operation of all Divisions; and

WHEREAS, the positions will become vacant due to retirements and they will be fully staffed; and

WHEREAS, filling the position through the City's recruitment process requires time to fill the position that is currently vacant due to a retirement therefore, temporary staffing is needed; and

WHEREAS, Section 6-3.13 of the Lynwood Municipal Code authorizes the City Council to dispense with formal bidding requirements by 4/5ths vote, when the services may be acquired more economically and efficiently through the use of an alternate procedure.

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

Section 1. That the City Council authorizes the Mayor to direct the City Manager to engage in seeking professional services of a qualified candidates to provide services on an interim basis for several Finance related positions until staff returns and/ or until the City can complete recruitment(s), and approve agreements at the monthly cost of \$28,841 for additional staffing as set forth below on an interim basis through June 2017, approved as to form by the City Attorney,

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

Maria Santillan-Beas, Mayor

ATTEST:

Maria Quinonez
City Clerk

Alma K. Martinez
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AMS*

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 six 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 (Maddy Act) requirements.

Background:

On December 6, 2016, the City Council tabled this item and directed staff to bring back the Lynwood Boards and Commissions Appointment List for consideration of Mayor Pro Tem Solache, Council Member Hernandez and Mayor Santillan-Beas' appointees. Furthermore, the City Council unanimously approved Council Member Alatorre's appointee to the Safety/Traffic & Parking Commission and reappointment of his current Board Members/Commissioners and Council Member Castro's reappointment of her current Board Members/Commissioners to serve during the year of 2017. The City Council 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

AGENDA
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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.

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: Council Member Hernandez	ANTONIO MUNGUÍA Appointment Date: 12/22/2015 Term Expires: 12/31/2016 Appointed by: Council Member Hernandez	REV. ROBERT ROBINSON JR. Appointment Date: 12/22/2015 Term Expires: 12/31/2016 Appointed by: Council Member Hernandez	Vacant Term Expires: 12/31/2016 Appointed by: Council Member Hernandez
YOLANDA RORIGUEZ-GONZALEZ Appointment Date: 04/19/2016 Term Expires: 12/31/2016 Appointed by: Mayor Pro Tem Solache	JULIAN DEL REAL-CALLEROS Appointment Date: 1/19/2016 Term Expires: 12/31/2016 Appointed by: Mayor Pro Tem Solache	GARY HARDIE Appointment Date: 1/19/2016 Term Expires: 12/31/2016 Appointed by: Mayor Pro Tem Solache	JORGE CASANOVA Appointment Date: 12/22/2015 Term Expires: 12/31/2016 Appointed by: Mayor Pro Tem Solache
EVELIA HERNANDEZ Appointment Date: 12/22/2015 Term Expires: 12/31/2016 Appointed by: Council Member Castro	ARTHUR MARTINEZ JR. Appointment Date: 12/22/2015 Term Expires: 12/31/2016 Appointed by: Council Member Castro	PAULETTE BRADLEY Appointment Date: 12/22/2015 Term Expires: 12/31/2016 Appointed by: Council Member Castro	KENNETH WEST Appointment Date: 12/22/2015 Term Expires: 12/31/2016 Appointed by: Council Member Castro
DION CORNELIOUS Appointment Date: 12/2013 Term Expires: 12/31/2017 Appointed by: Mayor Santillan-Beas	ROWLAND BECERRA Appointment Date: 12/2013 Term Expires: 12/31/2017 Appointed by: Mayor Santillan-Beas	HILARIO ESPARZA Appointment Date: 12/2013 Term Expires: 12/31/2017 Appointed by: Mayor Santillan-Beas	BILLY YOUNGER Appointment Date: 12/2013 Term Expires: 12/31/2017 Appointed by: Mayor Santillan-Beas



City of Lynwood
Commission and Board Member Application
 (Must be Lynwood Resident)

Name:		RECEIVED
Mrs. Traci Watkins		
Address:		OCT 18 2016
		CITY OF LYNWOOD
Telephone Number:	Cell Phone Number:	CITY CLERKS OFFICE
	same	
E-mail Address:		
Applying for:		
<input type="checkbox"/> Community Development Block Grant Board <input type="checkbox"/> Public Safety/Traffic & Parking Commission <input checked="" type="checkbox"/> Planning Commission <input checked="" type="checkbox"/> 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 development 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		



City of Lynwood
Commission and Board Member Application
 (Must be Lynwood Resident)

Name: <i>Sylvia Ortiz</i>	
Address: <i>Lynwood, CA 90262</i>	
Telephone Number:	Cell Phone Number: <i>Same as above.</i>
E-mail Address:	
Applying for:	
<input type="checkbox"/> Community Development Block Grant Board	<p>RECEIVED</p> <p>DEC 07 2016</p> <p>CITY OF LYNWOOD CITY CLERKS OFFICE</p>
<input type="checkbox"/> Public Safety/Traffic & Parking Commission	
<input checked="" type="checkbox"/> Planning Commission	
<input type="checkbox"/> 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? <i>As a homeowner and 50 year resident. I am able to assess and make decision based on facts.</i>	
Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board? <i>I could contribute life experience as well as my background in the needs of our community.</i>	
Signature: <i>Sylvia Ortiz</i>	Date: <i>12-6-16</i>
<p>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</p>	



City of Lynwood
Commission and Board Member Application
 (Must be Lynwood Resident)

Name: <i>Ana M. Barraza</i>		RECEIVED NOV 23 2016 CITY OF LYNWOOD CITY CLERKS OFFICE
Address: <i>/</i>		
Telephone Number:	Cell Phone Number:	
E-mail Address:		
Applying for: <input type="checkbox"/> Community Development Block Grant Board <input checked="" type="checkbox"/> Public Safety/Traffic & Parking Commission <input type="checkbox"/> Planning Commission <input type="checkbox"/> 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? <i>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.</i>		
Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board? <i>Based on my interest and also being a former Commissioner I know I could contribute good and positive feedback on Public Safety Issues.</i>		
Signature: <i>Ana M. Barraza</i>	Date: <i>11-23-16</i>	
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)

Name: Jaime Roberto Flores Junior	
Address: 90262	
Telephone Number:	Cell Phone Number:
E-mail Address:	

Applying for:	RECEIVED DEC 07 2016 CITY OF LYNWOOD CITY CLERKS OFFICE
<input checked="" type="checkbox"/> Community Development Block Grant Board	
<input checked="" type="checkbox"/> Public Safety/Traffic & Parking Commission	
<input checked="" type="checkbox"/> Planning Commission	
<input checked="" type="checkbox"/> 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?

at an early age I developed an interest in getting involved in my community it started in Lynwood Middle School California Cadet Corps then Lynwood High Army Junior Reserve Officer Training Corps. I was President of the Student Council of (AFUEL) Academy for Urban Ecology in Lynwood. In 2005 I represented Lynwood USD in a Regional ROP competition where I won the Bronze Medal of Business. In 2006 I represented Lynwood in Washington D.C National Youth Leadership Forum on LAW. I did my Instructional Aide Child Development hours here at Lynwood USD at my sisters elementary years ago. 2015 I competed in the SoCal Journalism Association of Community Colleges competition achieving Honorable Mention Award in News Writing. 2006,2007,2009 and 2010 I mentored Lynwood cadets preparing them for their Lynwood Christmas Parade Performance this included students from Lynwood Middle, Hostler Middle and one of those years included Rosa Parks Elementary working with Instructor LTC. James Lettries

Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board?

I have years of volunteer service experience. In 2009 I won the Presidential Volunteer Service Award and Congressional Recognition. I host a weekly broadcasting show where I discuss matters that affect the general public and education. 2015 I served in the Lynwood Block Watch National Night Out planning committee. I also achieved my training by the Los Angeles County Fire Department CERT program. In 2016 the Intercollegiate Broadcasting System named my show America's Best Public Affairs Radio Program among all Colleges and Universities. for years I served Cerritos College and know what its like to complete yearly appointments as I was the sole voice of the students in two major shared governance committees one was Enrollment Management the other was Student Learning Outcomes. I am currently an Active Lynwood Commissioner and attend events in our community including having served as MC of our first Lynwood Art Walk at Ricardo Lara Linear Park

Signature: 	Date: 12-7-16
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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

Name: <i>Julian Del Real-Callejas</i>		DEC 01 2016
Address: <i>Lynwood,</i>		CITY OF LYNWOOD CITY CLERKS OFFICE
Telephone Number: <i>U</i>	Cell Phone Number:	
E-mail Address:		
Applying for:		
<input type="checkbox"/> Community Development Block Grant Board <input checked="" type="checkbox"/> Public Safety/Traffic & Parking Commission <input type="checkbox"/> Planning Commission <input type="checkbox"/> 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? <i>I am deep interest for the safety of our community as well as a steep advocate for solving the issue of parking in our city.</i>		
Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board? <i>I can, and will, contribute my experience for the commission, some which I already had, some which I acquire already in the commission, and will continue to gain</i>		
Signature: <i>Julian Del Real-Callejas</i>	Date: <i>12/1/16</i>	
Application must be submitted to: Lynwood City Clerk's Office, 11330 Bulls 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)

Name: ARTHUR MARTINEZ JR	
Address: 12223 ATLANTIC AVE # 1385	
Telephone Number:	Cell Phone Number:
E-mail Address:	
Applying for: <div style="float: right; text-align: center; border: 1px solid black; padding: 5px;"> RECEIVED DEC 03 2015 CITY OF LYNWOOD CITY CLERKS OFFICE </div> <input type="checkbox"/> Community Development Block Grant Board <input checked="" type="checkbox"/> Public Safety/Traffic & Parking Commission <input type="checkbox"/> Planning Commission <input type="checkbox"/> 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? MINE EXPERIENCE AS A COMMISSIONER IN THE PAST AND LIVING HERE IN LYNWOOD FOR OVER 30 YEARS	
Based upon your interests, what do you feel you can contribute as a commissioner or board member on this commission or board? MINE INTEREST IN SAFETY AND PARKING FOR THE GREATER NEED FOR LYNWOOD, AND MY SERVICE WHEN I LEARN TO BE A VOP FOR THE SHERIFF DEPT	
Signature: Arthur Martinez Jr	Date: 12-3-15
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 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AMS*

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:

The City Council tabled this item on December 6, 2016 and directed staff to bring back the Mayoral Appointments for Various Organizations and Committees for consideration at the next City Council meeting. 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
- 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

Attachments:

- Mayoral Appointments Chart

2016 MAYORAL APPOINTMENTS TO INTERGOVERNMENTAL ORGANIZATIONS

	NAME OF ORGANIZATION	DESCRIPTION OF ORGANIZATION	MEETING TIME	APPOINTED DELEGATE	APPOINTED ALTERNATE
1	<p>CALIFORNIA CONTRACT CITIES ASSOCIATION</p> <p>11027 Downey Ave. Downey, CA 90241</p> <p>Contact: Sharon Olivito (562) 622-5533 (562) 622-9555 Fax</p>	<p>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.</p> <p>Mail correspondence regarding appointments to contact.</p> <p>No stipend.</p>	<p>3rd Wednesday 6:30 p.m.</p> <p>Alternated between member city sites</p>	Solache	Santillan-Beas
2	<p>CITY SELECTION COMMITTEE</p> <p>Contact: Nyla Jefferson, Senior Board Specialist</p> <p>500 W. Temple St. Room B50 Los Angeles, CA 90012 (213) 974-1431 phone (213) 633-5102 fax</p>	<p>Appoints City representatives to various organizations such as MTA, South Coast Air Quality Management District LAFCO, and the County Library Commission.</p> <p>Mail correspondence regarding appointments to contact.</p> <p>No stipend.</p> <p>*(Proxy must be completed and faxed to committee when Mayor is not attending. This is handled by CM's Office.)</p>	<p>Usually Held After League of CA Cities.</p> <p>1st Thursday</p>	<p>Mayor is Mandated Delegate</p> <p>Hernandez</p>	<p>Alatorre</p> <p>*See Note</p>

Appointments voted on by Council on 12/22/15

	NAME OF ORGANIZATION	DESCRIPTION OF ORGANIZATION	MEETING TIME	APPOINTED DELEGATE	APPOINTED ALTERNATE
3	<p>COUNTY SANITATION DISTRICT #1</p> <p>1955 Workman Mill Road, Whittier, CA 90601 (562) 699-7411 www.lacsd.org</p> <p>Contact: Kim Compton (562) 908-4288 ext. 1101 (562) 699-5422 Fax kcompton@lacsd.org</p>	<p>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.</p> <p>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.</p> <p>Delegates receive \$125 per meeting stipend.</p>	<p>2nd Wednesday 1:30 p.m.</p>	<p>Mayor is Mandated Delegate but may appoint a Alternate</p> <p>Hernandez</p>	<p>Solache</p>
4	<p>GATEWAY CITIES COUNCIL OF GOVERNMENT (SELAC)</p> <p>Richard Powers, Executive 16401 Paramount Blvd, Paramount, CA 90723 (562)663-6850 (562) 634-8216 Fax</p> <p>Contact: Jena Thompson (562) 663-6850 jthompson@gatewaycog.org</p>	<p>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.</p> <p>E-mail contact regarding appointments.</p> <p>Delegates receive \$125 per meeting stipend.</p> <p>Delegate and Alternate must submit assuming</p>	<p>1st Wednesday 6:00 p.m.</p> <p>Office 16401 Paramount Blvd, CA 90723</p>	<p>Alatorre</p>	<p>Hernandez</p>

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.	3 rd 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).	2 nd 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.	2 nd 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 cities. E-mail contact regarding appointments. No stipend.	1 st 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.	2 nd & 4 th 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 more 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. 7 th Street, 12 th 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 1 st Thursday 11:30 a.m. – 1:15 p.m. Transportation and Communication Committee 1 st 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.	1 st & 3 rd Friday at 9:00 a.m.	Castro	Solache

Appointments voted on by Council on 12/22/15



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AKM*

PREPARED BY: Mark Flores, Director of Recreation & Community Services *MF*

SUBJECT: Repair of City Surveillance Camera System

Recommendation:

Staff recommends that the City Council approve replacement and repairs to the City's camera surveillance system by adopting the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING REPLACEMENT AND REPAIRS OF DAMAGED RADIO COMMUNICATIONS EQUIPMENT IN THE AMOUNT OF \$16,998."

Background:

In October of 2016, Southern California Edison experienced a power failure that resulted in damage to City-owned, law enforcement radio signal equipment and supporting infrastructure located at Century Station and at St. Francis Medical Center. There is a critical need to replace the equipment.



Discussion & Analysis:

An October 2016 Southern California Edison power failure damaged City-owned radio communications equipment located at Century Station and at Saint Francis Medical Center (SFMC). Century Station Deputy Tim Fisk – responsible for the City's surveillance camera monitoring program – explained to staff that when the power returned, the radio atop SFMC that sends camera signals back to Century Station stopped working. Technicians were called out to test the system and it was determined that it is more economical to replace the 8 to 9 year old system than it is to repair it.

Deputy Fisk attained two quotes from Convergent Technologies to replace the units (attached):

- | | |
|-------------|----------|
| 1. Quote #1 | \$19,600 |
| 2. Quote #2 | \$16,998 |

Convergent Technologies is currently under contract with the City of Lynwood for maintenance of this equipment. With both quotes being for comparable equipment, the \$2,602 difference between the two quotes is attributed to a disparity in the manufacturers cost (Quote #1 – Proxim vs. Quote #2 – Siklu).

The scope of work for both quotes includes:

- Furnishing of listed materials
- Replacement of damaged radios at both Century Station and SFMC to address a failed BridgeWave radio link.
- Uninstall of the existing damaged BridgeWave equipment

Furthermore, the Lynwood Municipal Code states:

6-3 Purchasing (Section 13 – Exceptions):

a. Any provisions of this section to the contrary notwithstanding, no competitive bidding of any kind (whether through informal open market procedures or through formal noticed procedures) shall be required to purchase supplies, equipment, routine or professional/special services under any of the following circumstances:

- 1. When an emergency requires that an order be placed with the most available source of supply;*
- 2. When the supplies, equipment, services or contract could be obtained from only one source; or*
- 3. If the city council shall find, by resolution adopted by not less than four-fifths (4/5) of its members, that such an acquisition may be more economically and efficiently effected through the use of an alternate procedure;*

Due to the critical nature of this repair, staff requests an allocation of funds from Fund 1051 (Contingency Set-Aside) to Public Safety – Maintenance (Account #1011.40.215.62015). Staff recommends that the City Council approve the replacement of the damaged equipment with the selection of Quote #2 and adoption of the attached resolution.

Fiscal Impact:

The cost of replacing and repairing the radio communications equipment is based on the final quote to be selected:

- | | |
|-------------|---------------------------------|
| 1. Quote #1 | \$19,600 |
| 2. Quote #2 | \$16,998 (staff recommendation) |

Funds requested are available from Fund 1051 (Contingency Set-Aside).

Coordinated with:

City Manager
Finance Department
City Attorney's Office

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING REPLACEMENT AND REPAIRS OF DAMAGED RADIO COMMUNICATIONS EQUIPMENT IN THE AMOUNT OF \$16,998

WHEREAS, a power outage in October 2016 resulted in the damage of City-owned law enforcement radio communication equipment located at Century Station and St. Francis Medical Center; and

WHEREAS, the equipment is an essential law-enforcement tool that sends camera signals from St. Francis Medical Center to Century Station; and

WHEREAS, attempts were made to service the equipment, but technicians determined that it is more economical to replace the aging equipment over repair.

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

Section 1. The City Council finds that the equipment replacement is critical and essential to law enforcement activities and approves its replacement.

Section 2. The City Council finds that LMC 6 3.13(1), (no competitive bidding required when an emergency requires that an order be placed with the most available source of supply) is applicable to this equipment replacement.

Section 3. The City Council approves of the replacement and repairs in the amount not to exceed \$16,998 from Fund 1051 (Contingency Set-Aside) to be transferred to Public Safety-Maintenance Account # 1011.40.215.62015.

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

PASSED, APPROVED AND ADOPTED THIS 20th day of December, 2016.

Maria Teresa Santillan-Beas, Mayor

ATTEST:

Maria Quinonez, City Clerk

Alma K Martinez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

Mark Flores, Director
Recreation & Community Services

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

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

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

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

Dated this _____ day of _____, 2016.

City Clerk, City of Lynwood



Security Proposal

Date: October 31, 2016

Quotation: 5016210759

To: City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Project: Lynwood Wireless Upgrade-A-10-31-16
FOB Shipping Point

Attn: Deputy Tim Fisk

From: Convergent Technologies

Billed Upon Storage Billed Progressively

Fabian Escalante
fabian.escalante@convergent.com

Mobile: (949) 940-6428

Direct: (714) 546-2780

Fax: (714) 546-2457

Convergent Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment terms are net 30.

Security System Scope of Work

Convergent Technologies' scope of work includes furnishing the material listed in the attached bill of materials (BOM) as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal.

Convergent Technologies will replace the radios at Century Station and at St Francis Hospital to address a failed BridgeWave radio link. Convergent will also uninstall the existing BridgeWave equipment and return these to the County.

Warranty

Convergent will provide a one year material warranty on all equipment provided by Convergent. Provision materials after the first year will be billed on a time and materials basis.

Performance Items

Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)		/	Installation of Conduit and Boxes
/		Freight (prepaid)		/	Installation of Wire Hangers
/		Applicable Taxes		/	Specialty Back Boxes
/		One-Year Warranty on Parts		/	Installation of Specialty Back Boxes
/		One-Year Warranty on Labor		/	Connection to Building Fire Alarm Panel
	/	Low Voltage Permits		/	Installation & Power of Control Panels
	/	Electrical Installation Permit		/	Installation & Power of CCTV Cameras
	/	Engineering and Drawings		/	Installation & Power of Intrusion Panels
/		Record Documentation (As-Built)		/	Installation & Power of Intercom System
/		System Programming		/	Installation & Power of Video Recorders (DVR/NVR)
	/	Authority having Jurisdiction permit drawing (requires customer CAD)		/	120 VAC Power Receptacles
	/	Panel Wall Elevation drawing (may require customer CAD)	/		Lifts and Hoists
	/	Equipment rack layout drawing		/	Floor Coverings for Lifts and Hoists
	/	Riser drawing with home run wiring		/	Fire Stopping (Excludes Existing Penetrations)
	/	Panel wiring point with to point connections		/	Patching and Painting
	/	Door wiring typical connections		/	Electrified Door Locking Hardware
	/	Floor plan with device placement and numbering (requires customer CAD)		/	Additional Lighting Requirements for Cameras
/		Project Management		/	Ceiling Tiles and Ceiling Grid Repairs
/		Mounting/Termination of Proposed Devices		/	On-Site Lockable Storage Facility
/		Testing of all Proposed Devices		/	Vertical Core Drilling
/		Operations & Maintenance Manuals		/	Horizontal Core Drilling
	/	Owner Training		/	Servers by Convergent
/		System Meets Plans/Drawings		/	Loading Software on Customer Provided Computer
	/	System is Design-Build		/	Servers by Others
	/	Payment & Performance Bonds		/	Workstations by Convergent
	/	Installation of Wire and Cable		/	Workstations by Others



Convergent Technologies

1667 North Batavia Street
 Orange, CA 92867
 (714) 546-2780 Fax (714) 546-2457

QUOTATION

5016210759

No	Qty	Part	Description	Manufacturer	Unit Price	Ext. Price
Fire Department to GMH						
1	1	GX-810-18LK-1560-	Tsunami GX-810 Link, 18 GHz, TR1560, C Band, 17700-19700 MHz, RW Microwave Link	Proxim	\$10,810.14	\$10,810.14
2	2	HPLP1-18RR	Radiowaves: 1ft. 18GHz Parabolic antenna, w/ REMEC Direct Connect Interface for GX-810 Radio	Proxim	\$584.59	\$1,169.18
3	2	5054-SURGE	Surge Arrestor 5 GHz - Standard-N Female to Female	Proxim	\$61.30	\$122.60
4	2	G X800-PSU-ACDC	120W AC/DC PSU with DC power plug for GX800/810 IDU	Proxim	\$263.07	\$526.14
5	2	CBL-5054-600-6/94	6 ft Super-Low Loss Coaxial Antenna Cable, 0.600", St-N - MaleMale	Proxim	\$89.39	\$178.78
6	1	MISC-MOUNTING-	MISC-MOUNTING-HARDWARE	X-ANXT	\$540.54	\$540.54
Equipment Total						\$13,347.38
Installation						\$5,051.36
Sales Tax						\$1,201.26
Total						\$19,600.00

Alternates

- NA

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- All low voltage wiring shall be installed in open air.
- Customer will take responsibility for trimming all trees and/or shrubs that may block camera views.
- Provision or installation of electrical circuits and/or materials not included.
- Permits or associated fees are not included.
- City to provide traffic control as needed.
- City to coordinate access with St Frances Hospital and County facility..
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Project Investment

Total Project Investment:

\$19,600.00*

** sales tax included*

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

Convergent Technologies

Fabian Escalante

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Printed Name/Title

UNITED STATES • CANADA • ASIA PACIFIC



Terms and Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

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Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

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Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. **NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.



Terms and Conditions Continued

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



Security Proposal

Date: October 31, 2016

Quotation: 5016210760

To: City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Project: Lynwood Wireless Upgrade-B-10-31-16
FOB Shipping Point

Attn: Deputy Tim Fisk

From: Convergent Technologies

Billed Upon Storage Billed Progressively

Fabian Escalante
fabian.escalante@convergent.com

Mobile: (949) 940-6428

Direct: (714) 546-2780

Fax: (714) 546-2457

Convergent Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment terms are net 30.

Security System Scope of Work

Convergent Technologies' scope of work includes furnishing the material listed in the attached bill of materials (BOM) as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal.

Convergent Technologies will replace the radios at Century Station and at St Francis Hospital to address a failed BridgeWave radio link. Convergent will also uninstall the existing BridgeWave equipment and return these to the County.

Warranty

Convergent will provide a one year material warranty on all equipment provided by Convergent. Provision materials after the first year will be billed on a time and materials basis.

Performance Items

Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)	/		Installation of Conduit and Boxes
/		Freight (prepaid)	/		Installation of Wire Hangers
/		Applicable Taxes	/		Specialty Back Boxes
/		One-Year Warranty on Parts	/		Installation of Specialty Back Boxes
/		One-Year Warranty on Labor	/		Connection to Building Fire Alarm Panel
/	/	Low Voltage Permits	/		Installation & Power of Control Panels
/	/	Electrical Installation Permit	/		Installation & Power of CCTV Cameras
/	/	Engineering and Drawings	/		Installation & Power of Intrusion Panels
/	/	Record Documentation (As-Built)	/		Installation & Power of Intercom System
/	/	Floor plan with device placement and numbering (requires customer CAD)	/		Installation & Power of Video Recorders (DVR/NVR)
/	/	Door wiring typical connections	/		120 VAC Power Receptacles
/	/	Panel wiring point with to point connections	/		Lifts and Hoists
/	/	Riser drawing with home run wiring	/		Floor Coverings for Lifts and Hoists
/	/	Equipment rack layout drawing	/		Fire Stopping (Excludes Existing Penetrations)
/	/	Panel Wall Elevation drawing (may require customer CAD)	/		Patching and Painting
/	/	Authority having Jurisdiction permit drawing (requires customer CAD)	/		Electrified Door Locking Hardware
/	/	System Programming	/		Additional Lighting Requirements for Cameras
/	/	Project Management	/		Ceiling Tiles and Ceiling Grid Repairs
/	/	Mounting/Termination of Proposed Devices	/		On-Site Lockable Storage Facility
/	/	Testing of all Proposed Devices	/		Vertical Core Drilling
/	/	Operations & Maintenance Manuals	/		Horizontal Core Drilling
/	/	Owner Training	/		Loading Software on Customer Provided Computer
/	/	System Meets Plans/Drawings	/		Servers by Convergent
/	/	System is Design-Build	/		Servers by Others
/	/	Payment & Performance Bonds	/		Workstations by Convergent
/	/	Installation of Wire and Cable	/		Workstations by Others



Convergint Technologies

1667 North Batavia Street
 Orange, CA 92867
 (714) 546-2780 Fax (714) 546-2457

QUOTATION

5016210760

No	Qty	Part	Description	Manufacturer	Unit Price	Ext. Price
			Fire Department to GMH			
1	1	EH2500FX-KIT-1'	Kit comprising 2 x EH2500FX ODU 70/80GHz 1Gbps FDD 1' antenna, pole mounting brackets, PoE injectors	Siklu	\$9,601.35	\$9,601.35
2	2	EH-OPT-AES	AES Encryption Feature Option	Siklu	\$405.41	\$810.82
3	1	SR-FCC-REG	Link FCC Registration	Siklu	\$217.57	\$217.57
4	1	MISC-MOUNTING-	MISC-MOUNTING-HARDWARE	X-ANXT	\$540.54	\$540.54
			Equipment Total			\$11,170.28
			Installation			\$4,822.39
			Sales Tax			\$1,005.33
			Total			\$16,998.00

Alternates

- NA

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- All low voltage wiring shall be installed in open air.
- Customer will take responsibility for trimming all trees and/or shrubs that may block camera views.
- Provision or installation of electrical circuits and/or materials not included.
- Permits or associated fees are not included.
- City to provide traffic control as needed.
- City to coordinate access with St Francis Memorial Hospital and the County facility.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Project Investment

Total Project Investment:

\$16,998.00*

** sales tax included*

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

Convergent Technologies

Fabian Escalante

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Printed Name/Title

UNITED STATES • CANADA • ASIA PACIFIC

Terms and Conditions

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This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

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In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

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Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AKM*

PREPARED BY: Mark Flores, Director of Recreation & Community Services *MF*

SUBJECT: Request for Use of Bateman Hall and Financial Sponsorship for the Annual Black History Month Gospel Brunch by the Office of State Senator Lara

Recommendation:

Staff recommends that the City Council review and consider approval of a fee waiver request from the Office of State Senator Ricardo Lara for the use of the Auditorium and Room #1 at Bateman Hall to host the annual Black History Month Gospel Brunch and to further sponsor the event with a \$5,000 financial sponsorship. The City Council can approve the request through adoption of the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF BATEMAN HALL AUDITORIUM AND ROOM #1 AND WAIVING THE RENTAL FEES IN THE AMOUNT OF \$1,158 AND ALLOCATING \$5,000 IN FINANCIAL SPONSORSHIP FOR THE EVENT."

Background:

The Office of State Senator Ricardo Lara has submitted a request seeking the City of Lynwood's co-host sponsorship of the 6th Annual Black History Month Gospel Brunch to be held on February 4, 2017. Senator Lara's Office is requesting a sponsorship from the City in the form of a fee waiver for use of the Bateman Hall facility and a financial sponsorship of \$5,000.



Discussion & Analysis:

2017 will be the 6th offering of Senator Lara's community recognition of Black History Month with the popular Gospel Brunch event. This year's theme is "The Crisis in Black Education". Since the event's inception, the City of Lynwood has supported the event through the complimentary use of the Bateman Hall facility and financial contributions at various levels, for example:

- 2014 - \$2,500
- 2015 - \$5,000
- 2016 - \$5,000

The event is free to the public, but seating is limited to the first 500 ticket holders. This celebration of Black History Month features various keynote speakers and forms of live entertainment. For the 2017 event, organizers are requesting support from the City of Lynwood in the form of:

- Fee Waiver for use of the Bateman Hall Auditorium & Room #1 (Value of \$1,158)
 - Base Rental Auditorium: \$870
 - Base Rental Room#1: \$288
- Event set-up, break-down and clean-up
- \$5,000 financial sponsorship to co-host the event.

Independent of any sponsorship level ultimately approved by the City Council, staff recommends that the event organizers directly cover the following event costs:

- Security: \$240
- Linen: \$550
- Liability Insurance: \$149

In accordance with the City of Lynwood's Donation/Fee Waiver Policy, the City Council has previously determined that the support of this specific event would serve to support the important public purpose of providing critical information that will educate a significant number of Lynwood residents while providing a civic and community oriented program benefitting Lynwood residents and businesses. Section 5 of the City's Donation/Fee Waiver Policy gives the City Council sole authority to, "...deny or reduce such requested donation or fee waiver in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in the Policy."

The 2016 sponsorship was approved from the City's Refuse/Special Event Fund (Account # 1052.60.701.64020). Due to City Council concerns of issues that may be created by a direct payment to the Senator's Office, the City Council approved the 2016 sponsorship using the Greater Lynwood Chamber of Commerce as the fiscal agent for the sponsorship (1/19/16 Agenda Item #14).

Should the City Council wish to approve a financial sponsorship, staff recommends use of Unappropriated Refuse Fund #1052 funds. Appropriated funds from Fund #1052 may not be available due to a significant amount of parade-related charges that have yet to post.

Staff respectfully requests that the City Council provide direction on a sponsorship level, approve the specific source of funds and consider approval of the facility fee waiver for the use of Bateman Hall. Additionally, staff recommends that any financial support be considered and approved with the following conditions:

- *Financial Sponsorship* – That the “City of Lynwood” be named and prominently featured as the “Title Sponsor” (or title corresponding or reflective of sponsorship level) for the event, before and during the event, on all event publicity including all programs, flyers, and event day backdrops and announcements.
- *Insurance* - that the event organizers provide proof of insurance for the event or purchase a separate City-offered policy at the rate of \$149.00.

Fiscal Impact:

Approval to use Unappropriated Refuse Fund #1052 as the funding source for an approved financial sponsorship will result in no General Fund impact. Additionally, a fee waiver will create a loss of \$1,158 in rental revenues. The total estimated fiscal impact is the value of the requested fee waiver of \$1,158 plus the \$5,000 financial sponsorship contribution for a total overall value of \$6,158.

Coordinated with:

City Manager
Finance Department
City Attorney's Office

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE USE OF BATEMAN HALL AUDITORIUM AND ROOM #1 AND WAIVING THE RENTAL FEES IN THE AMOUNT OF \$1,158 AND ALLOCATING \$5,000 IN FINANCIAL SPONSORSHIP FOR THE EVENT

WHEREAS, a request was made by the Office of Senator Ricardo Lara for City sponsorship of the 6th Annual Black History Month Gospel Brunch through use of Bateman Hall's Auditorium and Room #1 and an additional financial sponsorship; and

WHEREAS, the purpose of the event is to host a community celebration of Black History Month; and

WHEREAS, the event will take place on Saturday, February 4, 2017 from 10:00 a.m. to 2:00 p.m (7:00 a.m. to 3:00 p.m. inclusive of set-up and breakdown periods).

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

Section 1. The City Council approves the use of the requested City facilities and the waiver of rental fees in the amount of \$1,158.

Section 2. The City Council approves a financial sponsorship, to support the 2017 Gospel Brunch event, in the amount of \$5,000 from Unappropriated Refuse Fund #1052.

Section 3. The City Council further finds that the request serves the important public purpose of celebrating Black History Month and educating the Lynwood community.

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

PASSED, APPROVED AND ADOPTED THIS 20th day of December, 2016.

Maria Teresa Santillan-Beas, Mayor

ATTEST:

Maria Quinonez, City Clerk

Alma K. Martinez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

Mark Flores, Director
Recreation & Community Services

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of said City at its regular meeting thereof held in the City Hall of the City on the _____day of _____, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

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

Dated this _____ day of _____, 2016.

City Clerk, City of Lynwood

California State Senate



SENATOR
RICARDO LARA

December 13, 2016

Dear Mayor and Councilmembers,

It is my great pleasure to invite you to once again partner with me and the Southeast Community Development Corporation as hosts of the 6th Annual Gospel Brunch, bearing the national theme, The Crisis in Black Education. Our hope is to once again schedule it on

**Saturday, February 4th 10a.m. to 1:00 p.m. at
City of Lynwood's Bateman Hall - 11331 Ernestine Avenue Lynwood, CA 90262**

I am humbled and honored to be given the opportunity to serve the diverse communities of the 33rd Senate District and look forward to celebrating the rich spiritual, cultural and ethnic traditions that are an integral part of the daily lives of each of the communities I represent. This event is an incredibly wonderful opportunity to celebrate the contributions of African Americans as well as the rich history of collaboration within our diverse communities.

The committee would like to respectfully request that you consider co-hosting the event with me. Your donation of \$5,000 will bring an important community event to the more than 500 event participants along with our hope to televise it on local cable. The video will also air on the Senator's personal and state websites. Attached please find the sponsorship form for your use. The Southeast Community Development Corporation is our community partner and your charitable contribution can be made out to:

Southeast Community Development Corporation

P.O. Box 327
Bell, CA 90201

Thank you very much for your consideration to this request. I look forward to your participation. In the meantime, please feel free to contact Julia Juarez at (323) 839-2091 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricardo Lara", written over a horizontal line.

RICARDO LARA
SENATOR, 33RD DISTRICT
CHAIR, SENATE APPROPRIATIONS COMMITTEE



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 20, 2016

REGULAR MEETING

6:00 P.M.

BATEMAN HALL

11331 ERNESTINE AVENUE

MARIA TERESA SANTILLAN-BEAS
MAYOR

JOSE LUIS SOLACHE
MAYOR PRO-TEM

AIDE CASTRO
COUNCILMEMBER

CITY MANAGER
ALMA K. MARTINEZ

CITY CLERK
MARIA QUINONEZ

SALVADOR ALATORRE
COUNCILMEMBER

EDWIN E. HERNANDEZ
COUNCILMEMBER

CITY ATTORNEY
DAVID A. GARCIA

CITY TREASURER
GABRIELA CAMACHO

City Clerk
Maria Quinonez
RECEIVED
DEC 15 2016
CITY OF LYNWOOD
CITY CLERKS OFFICE
D. Wiley Potted

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 – December 6, 2016
Special Meeting – December 6, 2016

2. APPROVAL OF THE WARRANT REGISTER

Comments:

City of Lynwood Successor Agency warrant register dated December 20, 2016 for FY 2016/17.

Recommendation:

Staff recommends that the Lynwood City Council as Successor Agency approve the warrant register for December 20, 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 20, 2016

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

APPROVED BY: Alma K. Martinez, Executive Director *AKM*

PREPARED BY: Dennis McLean, Interim Director of Finance *DM*
Monica Ochoa, Accounting Technician *MO*

SUBJECT: Approval of the Warrant Register

Recommendation:

Staff respectfully recommends that the Lynwood City Council as Successor Agency approve the warrant register dated December 20, 2016.

----- Attached Warrant Register dated December 20, 2016 -----

Voucher List
Successor Agency of the Lynwood Redevelopment Agency

Bank code : sa_usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
5397	12/20/2016	007223 COX, CASTLE & NICHOLSON LLP	435695		LEGAL SVCS-6/2016		
				11-000788	1021.76.211.62001	128.80	
			435696		LEGAL SVCS-6/2016		
				11-000788	1021.76.211.62001	5,161.20	
			435773		LEGAL SVCS-6/2016		
				11-000788	1021.76.211.62001	2,979.64	
					Total :	8,269.64	
5398	12/20/2016	000001 KING FENCE, INC.	31417		ANNUAL FENCE RENTAL		
				11-000840	1021.76.211.67423	4,088.92	
					Total :	4,088.92	
2 Vouchers for bank code : sa_usb						Bank total :	12,358.56
2 Vouchers in this report						Total vouchers :	12,358.56



AGENDA STAFF REPORT

DATE: December 20, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Alma K. Martinez, City Manager *AKM*

PREPARED BY: Maria Quinonez, City Clerk *MQ*
 Lourdes Morales, Office Assistant II *LM*

SUBJECT: City of Lynwood as Successor to the Lynwood
 Redevelopment Agency Minutes

Recommendation:

Staff recommends the Lynwood City Council approve the following minutes:

- Regular Meeting – December 6, 2016
- Special Meeting – December 6, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated With: N/A

**CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY
SPECIAL MEETING
DECEMBER 6, 2016**

The City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency met in a special meeting in Bateman Hall, 11331 Ernestine Avenue, Lynwood, California on the above date at 5:03 p.m.

Mayor Santillan-Beas presiding.

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

ABSENT: COUNCIL MEMBER HERNANDEZ

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

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

CLOSED SESSION

The special meetings of the **Lynwood Successor Agency to the Redevelopment Agency** scheduled for 5:00 p.m., and the **City Council** were opened concurrently to discuss closed session items.

City Attorney Garcia led the City Council into closed session.

MOTION: It was moved by Council Member Alatorre, seconded by Mayor Pro Tem Solache to recess to closed session at 5:07 p.m. Motion carried by unanimous consent.

The City Council reconvened at 6:10 p.m.

City Attorney/Authority Counsel Garcia reported:

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

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

1. Name of Case: Los Angeles Superior Court Case No. BS 106 592,
Esperanza Rogel, et al. vs Redevelopment Agency of the
City of Lynwood

2. Name of Case: Sacramento Superior Court Case No. 34-2014- 80001977,
Esperanza Rogel, et al. vs Redevelopment Agency of the City
of Lynwood

MOTION: It was moved by Mayor Pro Tem Solache, seconded by Council Member Castro to provide direction to defense counsel on potential resolution on that matter. Motion carried 4-0.

Mayor Solache affirmed the City Council's commitment to their employees and delayed any action on medical lifetime benefits to provide time for further negotiations.

ADJOURNMENT

Having no further discussion, it was moved by Council Member Castro, seconded by Mayor Pro Tem Solache to adjourn the special City Council meeting at 6:13 p.m.

Maria Teresa Santilla-Beas, Mayor

Maria Quiñonez, City Clerk

**CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY
REGULAR MEETING
December 6, 2016**

The City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency met in a regular meeting in Bateman Hall, 11330 Bullis Road, Lynwood, California on the above date at 6:20 p.m.

Mayor Santillan-Beas presiding.

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

Council Member Hernandez was absent.

Also present were City Manager Martinez, City Attorney Garcia, City Clerk Quiñonez and City Treasurer Camacho.

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

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

NONE

CONSENT CALENDAR

MOTION: It was moved by Council Member Castro, seconded by Mayor Santillan-Beas to approve the consent calendar. Motion carried by unanimous consent.

Item #1. MINUTES FROM PREVIOUS MEETINGS:

Regular Meeting – November 15, 2016

Approved by Minute Order No. 2016-23.

ADJOURNMENT

Having no further discussion, it was moved by Council Member Castro, seconded by Mayor Pro Tem Solache to adjourn the City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency meeting 6:21 p.m. and reconvene to the Regular City Council meeting.

Maria Teresa Santillan-Beas, Mayor

Maria Quiñonez, City Clerk